

City of Jonesboro Private Club Review and Conditions Form

Date 3-7-24	Non-Profit Corp. QVW Holding, d/b/a Brasas Mexican Grill
Address 1820 S. Main	Brasas Mexican Grill
Applicant on Behalf of Club Brenda	Bernice Ornelas - Soto
Home Address 601 Caraway Rd	
Business Name Brasas Mexico	
Business Address	Jonesbolo AR
City of Jonesboro official use below this:	
It was How many was a	nip list Yes No onvicted of a felony? Yes No ince conviction? with City of Jonesboro laws? Yes No
Comments:	
Approve? Yes No Signal	ture Chief of Police Lik Ellish
Planning and Zoning Department:	
Hours of Operation? Copy of menu for food sen	
Approve? Yes No Signat	ture Planning Director / www.
City Clerk:	
Date received	*
Date entered in Legistar City Council Action	
Annrove	Dony



APPLICATION FOR PRIVATE CLUB PERMIT

MUST BE NON-PROFIT CORPORATION On file at Arkansas Secretary of State's Office

INSTRUCTIONS

Answer all questions correctly and in full. PLEASE PRINT IN INK OR TYPE.
 NOTE: FORMS MUST BE NOTARIZED.

APPLICATION MUST BE ACCOMPANIED BY CRIMINAL BACKGROUND INVESTIGATION RESULTS OF THE APPLICANT (FORMS AND INSTRUCTIONS ENCLOSED).

- 2. Application fee is \$250 and must be submitted with this application.
- 3. Applicant must be a citizen of the United States or a permanent resident alien (must provide a copy of green card), and a resident of Arkansas.
- 4. The following additional materials must be submitted with your application:
 - a. A current list of names and addresses of all board members, and a signed "authority to release information form" from each board member.
 - b. The address where the business will be located. If the non-profit corporation does not own the property, a copy of the lease, option to lease, option to purchase, or buy-sell agreement in favor of the non-profit corporation must be attached.

MAIL OR DELIVER DIRECTLY TO:

Chief of Police Jonesboro Police Department 1001 S. Caraway Road Jonesboro, Arkansas 72401

ARKANSAS STATE POLICE

Arkansas Criminal History Report

This report is based on a name search. There is no guarantee that it relates to the person you are interested in without fingerprint verification. This report includes a check of Arkansas files only. Inquiries into FBI files are not permitted for non-criminal justice or employment purposes without specific statutory authority.

Subject of Record

Last: Ornelas-Soto

First: Brenda

Middle: Berenice

Date of Birth:

Sex:

Race:

Social Security Number: (

(not verified, supplied at time of request)

Home/Mailing Address: 601 N. Caraway RD Apt 1 Jonesboro, AR 72401

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJEC

Requestor Information

Transaction Number: ABC004210791

Date: 02/23/2024

Agency Reporting: Arkansas State Police

Purpose: ABC Mandated pursuant to Arkansas Code §3-2-103 regarding applicants for alcohol permits issued by the Alcoholic Beverage Control Division.

Released To: Kimmie Rudley On Behalf of ABC

Representing: ABC

Mailing Address: 101 East Capitol Suite 401 Little Rock Arkansas 72201

This Arkansas criminal history record report should only be used for the purpose that it was requested. A request that is posed for a different purpose may result in more or less information being reported.

This report does not preclude the possible existence of additional records on this person which may not have been reported to the State Identification Bureau and Central Repository. Changes in a criminal history record can occur at any time due to new arrests and/or ongoing legal proceedings.

This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last five (5) years that has not been to court and whether the person is a registered sex offender or required to register as a sex offender. Juvenile arrest and/or court information will not be released on this report.



CITY OF JONESBORO

APPLICATION FOR PRIVATE CLUB PERMIT

We hereby make an application for a permit to serve alcoholic beverages on our premises to the club's adult members, members of their families over the age of 21, and duly qualified guests.

Non-Profit Corporation	gs Judba Brasas Mexican Grill
APPLICANT ON BEHALF CLUB	en en stad de la transferencia de la companya de l La companya de la co
HOME ADDRESS	601 Caraway Rel, Jonesboro 72401 Craigheac Street City Apr. 1, Zip County
BUSINESS NAME	Brasas Mexican Grill
BUSINESS ADDRESS	1820 South Main St. Joneslan 72401 Craighed Street City Zip County
Does the club own the prei	mises? If leased, give name and address of owner:
Is your establishment prime	arily engaged in the business of serving food for consumption on the premises?
If the answer to the above all activities to be offered.	question is no, then what type of business will you be engaged in on the premises? Please list
Does anyone now hold an a	Icoholic beverage permit at this location? If so, give name, address and permit no(s).

Give names and addresses of all officers/directors of the non-profit organization:

<u>NAME</u>	TITLE	ADDRESS
Reynaldo Cano	President	501 Caraway Rd. Apt. I Jonesbor, AR 72401
		L. 601 Careway Rd. Apt. I Jonesborg, AR 72401
Judith Shrenger	Sec/Treas	Batesville, AR. 72501
Has any member of the club's board of whether suspended or otherwise, of an	f directors or other gove	rning body, or any club officer, been under the sentence, on of a felony within two (2) years preceding the date
Signed this <u>23</u> day of	February	- 2024. Beent Charl
		Signature of Applicant/Managing Agent Official Title
Subscribed and sworn to before me this	323 day of Fel	Mona Patel
My Commission Expires: <u>08 - 27-</u>	25_:	OFFICIAL SEAL - #12695689 MONA PATEL NOTARY PUBLIC-ARKANSAS CRAIGHEAD COUNTY MY COMMISSION EXPIRES: 08-27-25

SCHEDULE A - INDIVIDUAL'S PERSONAL HISTORY

l subn	nit answers to the	following questions under	oath:		
1.	Name Brenc	la Berenice O	nnelas-Sotose	ex Date of B	irth
2.	Home Address _	601 Carawa	y Rd. Jones	bro 7240 phone	No. 956-252-7
3.	Are you a perso	n of good moral character a	and reputation in your o	community? Yes	5
4.	Are you a CITIZ Social Security N	EN) de PERMANENT RESID	FNT ALIEN) of the Unit		Ε ,
5.	Are you a reside	nt of Craighead county? _	Yes		
	If not, do you liv	ve within 35 miles of the pr	remises to be permitted	r Ves	
6.	Have you ever b	een convicted of a felony?	YES NO	If so, give full info	ormation
7.	Have you been preceeding this	convicted of any vi elat ion application? YES NO If s	of any law relating to o, give full information	alcoholic beverages	within the five (5) years
8.	Have you had a application? YES	ny alcoholic beverage perr SNOIf so	mit issued to you revo , give full information	ked within the five (5) years preceeding this
9.	Do you presently permit number(s	/ hold or have you ever held 5)	l an alcoholic beverage	permit(s)? Vo_If s	so, give name, place, and
10.	Have you applied If so, give full inf	d and been refused a permi ormation	t at the applied for loca	ation within the last 12	2 months? $\sqrt{\delta}$
11.	Marital Status: 5	Single Married () Divorced () Se	eparated () Other ()
12.	Furnish complete	e information regarding me	mbers of immediate fa	mily:	
	Relationship	<u>Full Name</u>		Address	Occupation
Da	whter	Brianna Co	ino Jonesh	away Rd. Apt.	1 Student
			1		1

		1		r		
				N	6	
(a)	Are any of the ab	oove to be con	nected with the opera	ation of the outlet?		
(b)	If so, who and in	what capacity	?	· ·		
13.	(00) C	arguay	Mage V Ant	each for the past five (5) y	Drese	nt
	13281	F. Kea	ton Ave., A	ACAHEN, TX.	7850	3
14. Cc	overing the past five	ve (5) years, giv	ve in detail the follow	ving:		
	Your Business o	r Occupation	Name & Add	Iress of Employer	Date	s of Employment
	Administ	retion	ERRR PI	schee	Nov a	sas - Present
			Janes 1200,	AR 72405		
	Aclm:nistr	ation	Grande Pr 129 W. Dick	schre er Rd. SuitA	Oct. a	1018 - Oct. 2020
I hereby state on oath that I will not violate any law of this State or any regulation of the Alcoholic Beverage Control Division, nor will any agent or employee be allowed to violate any law or regulation. It is hereby consented that the licensed premises and its books and records shall be open at all times to all law enforcement officials without warrant or						
otheri	egal process.			Roseus	el ()	ual
				Applicant's Signature		
STATE	OF ARKANSAS					
COUNT	ry of <u>Craigh</u>	read				
	of the questions to			aly sworn on oath depos and that his/her said ans		
Subscri	ibed and sworn to	before me thi	s <u>23</u> day of	February	2024	•
				Money Notary Public	Pa	rel
Му Сог	mmission Expires:	08-27-		OFFICIAL SEAL - #126 MONA PATEL NOTARY PUBLIC-ARKAN CRAIGHEAD COUNT MY COMMISSION EXPIRES:	NSAS	

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S:
TO WHOM IT MAY CONCERN:
I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.
To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro. Dead One 95 - Soto Burnel Brenda Ornelas Signature - Full Name Date Long Way Rd., Apt. 1 Home Address Janeboro AR 72401 City State Zip Mailing Address Jonesboro AR 72401 City State Zip City State Zip Contact Phone Business Phone Brase Mexican 2023 & hot may 1. Contemporal Address
Subscribed and sworn to before me this 23 day of February 2024. Money Public
My Commission Expires: 08-27-25: Notary Public OFFICIAL SEAL - #12695689 MONA PATEL NOTARY PUBLIC-ARKANSAS CRAIGHEAD COUNTY MY COMMISSION EXPIRES: 08-27-25

AUTHORITY TO RELEASE INFORMATION

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To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro. Judith Shrenger Judith S			
Subscribed and sworn to before me this 23 day of February 2024. Mona Pasel			
My Commission Expires: 06-27-25: OFFICIAL SEAL - #12695689 MONA PATEL NOTARY PUBLIC-ARKANSAS CRAIGHEAD COUNTY AV COMMISSION EXPIRES: 08-27-25			

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S:
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To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.
Reynaldo Cano Reynaldo Cano
Signature – Full Name Date
601 N. Carkway Rd., Apt I Home Address
Jonesboro AR 72401 City State Zip
1820 South Main Street Mailing Address
Jonestono AR 72401 City State Zip
(B ₁) 206-8221 (873) 206-822 Contact Phone Business Phone
Brasas Mexican 20230 hatmail. Com Email Address
Subscribed and sworn to before me this 23 day of February, 2024. Moner Palel
My Commission Expires: 08-27-25 : OFFICIAL SEAL - #12695689 MONA PATEL NOTARY PUBLIC-ARKANSAS CRAIGHEAD COUNTY MY COMMISSION EXPIRES: 08-27-25

QVW Holdings, Inc. dba Brasas Mexican Grill of Jonesboro is a non- profit private club and exists for the purpose of common recreational, social, community hospitality and benevolent purposes including but not limited to supporting 501(C) (3) entities and conducting charitable activities in and around Jonesboro, Craighead County, Arkansas.

QVW Holdings will support area youth sports team activities to include but not limited to baseball, basketball, football, and soccer. The non-profit will focus support on other charities in Jonesboro and Northeast Arkansas.

The private club will benefit these and other entities both financially and with in-kind food donations. The private club will serve food and provide dining for its members and guests. On occasion live music and dancing will be provided for members and guests.

(All married couples who live at the same adress count as one member) Need a minimun of 115 members.

Name	Adress	City
ALEXANDER MONICA	2606 TRAVIS LN	JONESBORO, AR
ALEXIS JOSE	3740 MEADOR RD	JONESBORO, AR 72404
ALONSO FRANKI	2407 FAIRFIELD DR	JONESBORO, AR
ALONSO MATEO LUCAS	3120 MEADOR RD	JONESBORO, AR
ALONSO PASCUAL	2108 BRAZOS ST	JONESBORO, AR
ALVARADO GABRIEL	601 N CARAWAY RD APT 9	JONESBORO, AR 72401
ALVAREZ MARIA	1610 STONE ST	JONESBORO, AR
ANAYA ALICIA	1512 N EASY ST	JONESBORO, AR
ANDRADE AMERICA	4304 AGGIE RD # 35	JONESBORO, AR 72404
ANDREWS REBECA	4900 LONOKE LANE	JONESBORO, AR 72404
ARELLANO JENNIFER	1300 MCNATT DR	BROOKLAND, AR
ARIAS IGNACIO	3509 PREAKNESS DR	JONESBORO, AR
ARIAS TAMMY	3903 HILLTOP	JONESBORO, AR
ASUNCION FIORA	310 W THOMAS GREEN RD	JONESBORO, AR
AZUA JONATHAN	6024 WOODLAND LN	HARRISBURG, AR
BARBOSA ISIDRO	1414 W MATTHEWS AV	JONESBORO, AR
BAXLEY CECIL	2603 N CHURCH	JONESBORO, AR
BEASM CINDI	3721 PLANTATION CR	JONESBORO, AR
BENNET BENJAMIN	1711 ARCH ST	JONESBORO, AR
BERNAL ALFREDO	3835 TURFWAY RD	JONESBORO, AR
BOYD ASHLEY	1801 GREENSBORO RD	JONESBORO, AR
BROWN KEELEY	2715 GREENBRIAR DR	JONESBORO, AR
BROWN TRACIE	595 S 5TH AVE	PARAGOULD, AR
CABALLERO ELLEN	403 PARKVIEW ST	JONESBORO,AR
CABRERA PRISCILLA	710 VINCE ST	JONESBORO,AR
CAMPOS KARLA	2207 SPENCE CIR # A	JONESBORO,AR
CANIZALEZ ANDREA	1500 KATHLEEN ST	JONESBORO, AR
CANO JAVIER	510 ROYAL AVE	PIGGOTT, AR
CANO REYNALDO	601 CARAWAY ROAD	JONESBORO, AR
CARLS JESSICA	2655 CR 403	JONESBORO,AR
CARWELL BILL	1238 S MAIN	JONESBORO,AR
CHAVEZ	1609 DAN AVE	JONESBORO, AR
CID JAFED	2024 PENWOOD CV	JONESBORO,AR
CONTRERAS ARTURO	2245 BYORS ST	BATESVILLE, AR
COOK MEREDITH	1115 WEST JEFFERSON AVE	JONESBORO, AR
CORTES ALFREDO	828 S CARAWAY RD	JONESBORO,AR
CRAWFORD JOHN	503 SHADOW LN	JONESBORO,AR
DE LA GARZA JORGE	1708 WEMBLETON	JONESBORO, AR
DUNIVAN LAURA	401 EAST ST #2	JONESBORO, AR

ESPARZA JOSE	3903 RACE ST	JONESBORO, AR
FINLEY JIM	3206 VILLAGE CV	JONESBORO, AR
FOUST KRISTIN	1722 WOFFORD ST	JONESBORO, AR
GALLION TINA	P.O BOX 65	LAKE CITY, AR
GARCIA DARREN	4800 RESERVE BLVD	JONESBORO, AR
GARCIA FERNANDA	314 WARNER AVE	JONESBORO, AR
GARCIA MISTY	703 GLADIOLUS DR	JONESBORO, AR
GARCIA VICENTE	648 E MAIN ST	PIGGOTT, AR
GARZA ALEJANDRA	89 COUNTY ROAD	JONESBORO, AR
GASCA MAXIMINA	1603 HONEY SUCKLE LN	JONESBORO, AR
GONZALEZ LAURA	1411 WEST JEFFERSON	JONESBORO, AR
GUERRERO FELIPE	4310 MAKALA LN	JONESBORO, AR
GUTIERREZ ANGELES	247 CR 335	JONESBORO, AR
HENDERSON RONALD	4850 E HIGHLAND DR	JONESBORO, AR
HERNANDEZ MIGUEL	1435 TAYLOR	JONESBORO, AR
HOLLEY CHARLES	207 HANTERS RIDGE	JONESBORO, AR
ISLAS ROSA	2008 MAURICE ST	JONESBORO, AR
JOEL JOSE	1406 FAIRWAY DR	JONESBORO, AR
KIMBROGHT RYNE	2508 JOHNSON AVE	JONESBORO, AR
LAELACE MARGAN	3407 LACOSTE DR	JONESBORO, AR
LARA JOSE	301 WORD ST	JONESBORO, AR
LAWSON JENNA	618 E OAK AVE	JONESBORO, AR
LEWIS EMILY	4005 E NETTLETON AVE	JONESBORO, AR
LOPEZ FRANCISCO	5437 SUMMER PL	JONESBORO, AR
LOPEZ JAVIER	900 OLIVER STREET	JONESBORO, AR
LOPEZ JUAN	3839 TURFWAY DR	JONESBORO, AR
LOPEZ KEVIN	1313 MAYS RD	JONESBORO, AR
LOPEZ LIDIA	960 LINKS DR	JONESBORO, AR
MARTINEZ ANGELICA	1030 W MONROE AVE	JONESBORO, AR
MARTINEZ JUAN	4622 BEDROCK DR	JONESBORO, AR
MCDANIEL PATRIC	1812 MELLADION DR	JONESBORO, AR
MEJIA VICTOR	2018 STONEMILL DR	JONESBORO, AR
MENDOZA GIOVANNI	1900 MT VERNOS DR	JONESBORO, AR
MILLER WALTER	3305 RICHARDSON DR	JONESBORO,AR
MIRANDA AMADO	2110 COLLEGE ST 310 THOMAS GREEN	BATESVILLE, AR
MIRANDA ROLANDO MONTENEGRO ANDREA		JONESBORO, AR
	5305 E NETTLETON AVE 601 N CARAWAY AP 5	JONESBORO, AR JONESBORO, AR
MORALES DAVIS MORENO OMAR	4004 WOOLWM LOT 20	JONESBORO, AR
NAVARRO PABLO	322 N SECOND	JONESBORO, AR
NICHOLSON SANDY	3631 RED MAPLE WAY	JONESBORO, AR
NUÑEZ DENNISE	621 KREWSON ST	JONESBORO, AR
OLVERA MARCOS	221 NISBETT ST	JONESBORO, AR
PARKER NATASHA	1144 COMMERCE DR	JONESBORO, AR
PEREZ ANDERSON	21 ARDMUR DR	LITTLE ROCK, AR
PEREZ JUANA	1840 HIGHLAND	JONESBORO, AR
POSEY BARDY	1221 S MAIN	JONESBORO, AR
		10.12230110,7111

RAMIREZ CARLOS	1504 KATHLEEN ST 702	JONESBORO, AR
RAMIREZ IRENE	1301 CHARLES DR	JONESBORO, AR
RAMOS MIGUEL	1424 LINKS	JONESBORO, AR
RANDALL	1317 STONE CREEK LANE	JONESBORO, AR
RENDON MIRANDA	4303 AGGIE RD	JONESBORO, AR
RODRIGUEZ MAURICIO	1604 GEORGIA DR	JONESBORO, AR
SMITH CHEL	1517 MEDALLION	JONESBORO, AR
SMITH JENNIFER	47 CR 7820	JONESBORO, AR
SHRENGER JUDITH	3022 PEGGY ST	BATESVILLE, AR 72501
STEDE SHANNON	1202 HAZELWOOD CT	JONESBORO, AR
STEPHENS JENNIFER	1505 STELLA LN	TRUMAN, AR
SULLIVAN RANDY	1200 ROSEMOND AVE	JONESBORO, AR
SULLIVAN SARA	2705 TURTTLE CREEK	JONESBORO, AR
TARBELTON TERRY	1108 WILMAR CIR	JONESBORO, AR
TORRES JESSICA	3911 ASBURY ST	JONESBORO, AR
TORRES PETRA	622 KREWSON ST	JONESBORO, AR
TRACY LUCY	408 W OAK AVE	JONESBORO, AR
TURRUBIATES BRENDA	1407 CR	WYNNE, AR
VARGAS JESUS	710 WARREN ST	JONESBORO, AR
VASQUEZ LIZETTE	2700 PARADISE HILLS LN	JONESBORO, AR
VAZQUEZ MIGUEL	601 N CARAWAY AP 7	JONESBORO, AR
VELASCO JOSE	3915 E NETTLENTON	JONESBORO, AR
WALKER RACHEL	1830 E JOHNSON AVE	JONESBORO,AR
WARD TERESA	1107 COBB ST AP C	JONESBORO, AR
WARD VAL	1107 COBB ST AP B	JONESBORO, AR
WHITLOCK CODY	400 BURN LN	TRUMAN, AR
WHITLOCK ERICA	131 FLOSSIE ST	TRUMAN, AR
WILLETT JASON	1804 STARLING	JONESBORO, AR
WILLIAMS KIMARIA	1202 DUPWE DR	JONESBORO, AR
WILLIS RONNIE	301 WEST HIGHLAND DR	JONESBORO, AR
WINTER LAKE JOANN	82 CR 1743	JONESBORO, AR
ZUñIGA LIZBETH	22 SOUTH DUNCAN	FAYETTEVILLE, AR

STATE OF ARKANSAS



John Thurston

ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, John Thurston, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Application for Fictitious Name

of

BRASAS MEXICAN GRILL OF JONESBORO, ARKANSAS

for

QVW HOLDINGS

filed in this office January 16, 2024

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 16th day of January 2024.

John Thurston Secretary of State

Online Certificate Authorization Code: 71699365b1284176444 To verify the Authorization Code, visit sos.arkansas.gov





App. for Fictitious Name for Domestic Nonprofit

Filing Information

Entity File Number: 811159598

Alt Entity Type: DomNonProfitNewCode **Entity Name: QVW HOLDINGS**

Fictitious Name: BRASAS MEXICAN GRILL OF JONESBORO, ARKANSAS

File Date: 2024-01-16 12:10:14 Alt Tax Type: NonProfitCorporation Filing Signature: JASON WILLETT

The character of the business being, or to be conducted under such fictitious name:

Private Club and restaurant

Principal

First Name: BRENDA Middle Name: BERENICE

Last Name: ORNELAS-SOTO

Address 1: 601 CARAWAY ROAD

City: JONESBORO

State: AR Zip: 72401 Country: USA

STATE OF ARKANSAS



Mark Martin

ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Mark Martin, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Articles of Incorporation for Dom. Non-Profit Corp

of

QVW HOLDINGS

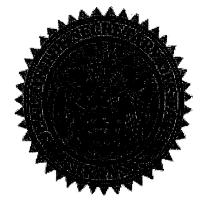
filed in this office February 28, 2018

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 28th day of February 2018.

Mark Martin

Secretary of State

Online Certificate Authorization Code: 1576495a973a9a3d832 To verify the Authorization Code, visit sos.arkansas.gov





Articles of Incorporation for Dom. Non-Profit Corp -501(c)(3)

Filing Information

Filing Act: 1147 of 1993 Entity Name: QVW HOLDINGS File Date: 2018-02-28 14:52:26

Effective Date: 2018-02-28

Filing Signature: SCOTT HUNTER JR. Organization Type: Mutual - Benefit Corporation

Asset Distribution: Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine which are organized and operated exclusively for such purposes.

Power: No part of the net earnings of the corporation shall inure to the benefit, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in previous articles hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf or in opposition to any candidate for public office. Notwithstanding any other provision of these articles. the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Has Members: Yes

Primary Purpose:

The purpose for which this corporation is organized:

1. The primary purpose of the Corporation shall be: Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

2. To conduct any business enterprise not contrary to law.

3. To exercise all the powers enumerated in Section 4-27-302 of the Arkansas Business Corporation Act.

Registered Agent:

First Name: SCOTT Last Name: HUNTER

Address 1: 514 W. WASHINGTON AVE.

City: JONESBORO

State: AR **Zip:** 72401 Country: USA

Phone: 870-932-7800

Email: SCOTTHUNTER@RITTERNET.COM

First Name: SCOTT Last Name: HUNTER Suffix: JR.

Title: Incorporator/Organizer

Address 1: 514 W. WASHINGTON AVE.

City: JONESBORO

State: AR Zip: 72401 Country: USA

First Name: SCOTT
Last Name: HUNTER

Title: Vice-President

Address 1: 514 W. WASHINGTON AVE.

City: JONESBORO

State: AR Zip: 72401 Country: USA

First Name: MICHELLE

Last Name: HIX

Title: Secretary

Address 1: 4804 ROCKPORT DR.

City: JONESBORO

State: AR Zip: 72404 Country: USA

Details

For service of process contact the Secretary of State's office.

LLC Member information is now confidential per Act 865 of 2007

For access to our corporations bulk data download service click here.

Corporation Name OVW HOLDINGS

Fictitious Names BRASAS MEXICAN GRILL OF JONESBORO, ARKANSAS ICHIYA RAMEN RESTAURANT OF JONESBORO, ARKANSAS

Filing # 811159598

Filing Type Nonprofit Corporation

Filed Under Act Dom Nonprofit Corp; 1147 of 1993

Status Good Standing

Principal Address 601 CARAWAY ROAD JONESBORO, AR 72401

Reg. Agent
JASON WILLETT

Agent Address 1804 STARLING JONESBORO, AR 72401

Date Filed 02/28/2018

Officers
SCOTT HUNTER JR., Incorporator/Organizer
BRENDA BERENICE ORNELAS-SOTO, Director
JASON WILLETT, Director
LINDA MINCHEW, Director
REYNALDO CANO, Director

Foreign Name

Foreign Address

State of Origin
AR
Purchase a Certificate of Good Standing for this Entity
Submit a Nonprofit Annual Report
Change this Corporation's Address

AMENDED AND RESTATED ARTICLES OF INCORPORATION

QVW Holdings, INC., dba, Brasas Mexican Grill of Jonesboro, Arkansas

I, the undersigned, under and pursuant to the provisions of the laws of the State of Arkansas, particularly the Arkansas Nonprofit Corporation Act of 1993, Chapter 33 of Title 4 of the Arkansas Code Annotated of 1987, do hereby certify that on **January 22, 2024,** at a meeting duly called by the Members and the Board of Directors of QVW Holdings, Inc. and the Members and the Board voted to unanimously waive any and all notice requirements and voted unanimously to amend and restate the Articles of Incorporation in their entirety as follows:

FIRST: The name of this Corporation shall be QVW Holdings, INC., dba, Brasas Mexican Grill of Jonesboro, Arkansas.

SECOND: This Corporation is a mutual benefit corporation.

THIRD: The period of existence of this Corporation shall be perpetual.

FOURTH: The Corporation will have on (1) class of members and a nominal membership fee may be charged if desired by the Board of Directors.

FIFTH: This Corporation is organized as a nonprofit corporation and exists for the purpose of common recreational, social, community hospitality and benevolent purposes, including but not limited to supporting 501(c)(3) entities and charitable activities in Craighead County, Arkansas and conducting all activities related thereto not otherwise prohibited by law.

SIXTH: The Corporation shall have and exercise all powers, privileges and rights conferred on corporations by the laws of the State of Arkansas and all powers and rights incidental to carrying out the purposes for which this Corporation is formed, except such as are inconsistent with the express provisions of the Act under which this Corporation is incorporated, and the enumeration of the foregoing purposes shall not be held to limit or restrict in any manner the general powers conferred on this Corporation by the laws of the State of Arkansas.

SEVENTH: The Corporation shall not have, or issue shares of stock and no dividends shall be paid, and no part of the income of the Corporation shall be distributed to its members, directors, or officers. The Corporation may pay reasonable compensation to its directors and officers. The Corporation may make reimbursement to its members, directors, officers, and employees for expenses incurred in attending to their authorized duties. All such expenses shall be evidenced by receipt or other proper documentation.

EIGHTH: Upon dissolution of the Corporation the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, dispose of all assets exclusively and consistently with the purposes set forth in Paragraph FIFTH.

NINTH: The principal office or place of business of this Corporation shall be located at 1820 South Main Street, Jonesboro, AR 72401.

TENTH: The name and address of the registered agent of this Corporation is Reynaldo Cano, 601 Caraway Road, Apt. 1, Jonesboro, Arkansas 72401.

ELEVENTH: The Board of Directors shall conduct the business of the Corporation. The number of the directors of the Corporation shall be not less than three (3) no more than five (5). Their terms of office shall be one (1) year. The Board of Directors shall have the direction of the affairs of this Corporation.

TWELFTH: The names and addresses of all the original incorporators and initial directors were set forth in the original Articles filed on the 28th of February 2018.

THIRTEENTH: The members and the Board of Directors of this Corporation may amend these articles. Unless notice is waived, the Corporation shall provide seven (7) days written notice of any meeting of the members and the Board of Directors at which an amendment is to be voted upon. The notice must state that a purpose of the meeting is to consider a proposed amendment to the Articles, and the notice must contain or be accompanied by a copy or summary of the amendment or state the general nature of the amendment. The amendment must be approved by the required members and directors in office at the time the amendment is adopted.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation this 22nd day of <u>January</u> 2024.

Jason Willett, Agent

BYLAWS

OF

QVW Holdings, INC., dba Brasas Mexican Grill of Jonesboro, Arkansas

ARTICLE I. OFFICES

The principal office of Corporation in the State of Arkansas shall be located at 1820 South Main Street in the City of Jonesboro, County of Craighead. The Corporation may have such other offices, within the State of Arkansas, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

ARTICLE II. MEMBERS

SECTION 1. <u>Number and Qualifications</u>. The Corporation shall have one class of Members. Additional Members may be approved by any representative of the Corporation designated by the Board of Directors to do so.

SECTION 2. <u>Annual Meeting</u>. An annual meeting of the Members shall be held in January of each year. If the day is a legal holiday in the State of Arkansas, such meeting shall be held on the next succeeding business day. The purpose of the meeting shall be for the Members to elect Directors and for the transaction of such other business as may be necessary from time to time. If the election of Directors shall not be held on the day designated for any such meeting, or at any adjournment thereof, the Members shall cause the election of Directors to be held at a special meeting of the Members as soon thereafter as convenient. There shall be a minimum of one (1) regular meeting of the Members each year.

ARTICLE III. BOARD OF DIRECTORS

SECTION 1. <u>General Powers</u>. The affairs, activities and operation of the Corporation shall be managed by its Board of Directors.

SECTION 2. <u>Number, Tenure and Qualifications</u>. The number of Directors of the Corporation shall be not less than three (3) nor more than (5). The Directors shall be elected by the members of the Corporation at its annual meeting. Each Director shall hold office for a term of one (1) year.

SECTION 3. <u>Regular Meetings</u>. An annual meeting of the Board of Directors shall be held in November of each year, for the purpose of electing officers and for the transaction of

such other business as may come before the meeting. If the election of officers shall not be held on the day designated herein for any such meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Directors as soon thereafter as conveniently may be. The time and place of additional regular meetings may be fixed by resolution of the Board. If the day fixed for a regular meeting shall be a legal holiday in the State of Arkansas, such meeting shall be held on the next succeeding business day. There shall be a minimum of one (1) regular meeting of Board of Directors each year.

SECTION 4. <u>Special Meetings</u>. Special meetings of the Board of Directors may be called by or at the request of any Director or the President. The person or persons authorized to call special meetings of the Board of such person or persons.

SECTION 5. <u>Notice</u>. Notice of any special meeting shall be given at least two (2) days previously thereto by written notice delivered personally or mailed to each Director at his business address, or by facsimile transmission. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by facsimile transmission, such notice shall be deemed to be delivered upon transmission. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 6. Quorum. A majority number of Directors specified in Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

SECTION 7. <u>Manner of Acting</u>. The affirmative vote of a majority of the Directors present at a meeting when a quorum is present shall be the act of the Board of Directors.

SECTION 8. Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if the action is taken by all members of the Board. The action must be evidenced by one or more written consents describing the action taken, signed by each Director, and included in the minutes filed with the corporate records reflecting the action taken. Any action taken under this Section 8 shall be effective when the last Director has signed the consent, unless the consent specifies a different effective date, which effective date shall control. A consent delivered by facsimile transmission shall constitute

a valid signed consent. A consent signed under this Section 8 has the effect of a meeting vote and may be described as such in any document.

SECTION 9. <u>Telephonic and Zoom Meetings Permitted</u>. Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of such Board of committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can simultaneously hear or see each other and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

SECTION 10. <u>Removal of Directors</u>. A Director may be removed with or without cause by the vote of a majority of the Directors present at a meeting which is called for the purpose of removing a Director and for which the meeting notice states that the purpose or one of the purposes of the meeting is removal of a Director.

SECTION 11. <u>Vacancies</u>. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office or until the selection, nomination, and confirmation of a successor Director in accordance with Article III, Section 2, whichever occurs first. Any directorship to be filled by reason of an increase in the number of Directors may be filled by election by the Board of Directors for a term of office continuing only until the next election by the Directors.

ARTICLE IV. OFFICERS

SECTION 1. <u>Number</u>. The officers of the Corporation may be President, a Vice-President, and a Secretary - Treasurer, each of whom shall be elected by the Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.

SECTION 2. <u>Election and Term of Office</u>. The officers of the Corporation shall be elected annually by the Directors at the annual meeting of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until the officer's death, resignation, or removal in the manner hereinafter provided.

SECTION 3. <u>Removal</u>. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby.

SECTION 4. <u>Vacancies</u>. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. <u>President</u>. The President may be a Director and shall be the principal executive officer of the Corporation, subject to the control of the Board of Directors, shall in general supervise and control all the business and affairs of the Corporation. He may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws to some other officer of agent of the Corporation, or shall be required by law to be otherwise signed or executed, and the President shall in general perform all duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. <u>Vice-President</u>. In the absence of the President or in event of his death, inability, or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 7. <u>Secretary</u>. The Secretary shall: (a) keep the minutes of the proceedings of the Directors and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 8. <u>Treasurer</u>. The Treasurer shall: (a) have charge and custody of and be responsible for all funds of the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors; (C) provide a report on the financial condition of the corporation at the annual meeting of the Directors and at such other times as may be requested by the Board of Directors; and (d) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

ARTICLE V. COMMITTEES

SECTION 1. <u>Establishment</u>. The Board of Directors from time to time may establish, instruct, and discharge one or more committees of the board. A committee may be established either as a standing committee or as an ad hoc committee for a special purpose. Each committee established by the Board of Directors shall consist of one or more Directors each of whom shall serve at the pleasure of the Board of Directors. The creation of each committee and the appointment of members shall be approved by the Board of Directors acting in any manner permitted under Article III of these Bylaws.

SECTION 2. <u>Powers</u>. The board of Directors may delegate such of its powers as it deems necessary to such committees as it may from time to time establish; provided, however, that a committee of the Board may not (i) authorize distributions; (ii) approve the dissolution, merger or the sale, pledge or transfer of all or substantially all of the Corporations assets; or (iv) adopt, amend or repeal the articles or bylaws. Any committee may exercise such of the Board's authority as the committee is granted by the Board of Directors, subject to the restriction contained in the Articles of Incorporation or these bylaws.

SECTION 3. Meetings and Action. The provisions of Article III of these Bylaws shall apply to govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of each committee and its members. Pursuant to those provisions, the chair of each committee shall fix the time and place of its meetings, shall provide for the recording of minutes of committee meetings, and shall promptly report the committee's actions and recommendations to the Board of Directors. If the committee chair is unable or otherwise fails to perform those duties, the Chairman of the Board of Directors may take such actions as are necessary to ensure that the committee's responsibilities are fulfilled, including without limitation the replacement of the committee chair.

SECTION 4. Executive Committee. There shall be a standing committee to be known as the Executive Committee. The members of the committee shall consist of the President of the Corporation and other members appointed by the Board of Directors of the Corporation. The Executive Committee may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation as allowed under the Arkansas Nonprofit Corporation Act of 1993. The Executive Committee shall maintain regular minutes of their proceedings and report the same to the Board of Directors at each regular meeting of the Board.

ARTICLE VI. INDEMIFICATION OF DIRECTORS AND OFFICERS

SECTION 1. <u>Mandatory Indemnification</u>. In accordance with Ark. Code Ann. §§ 4-33-852 and 4-33-856, the Corporation shall indemnify any Director or officer and his or her estate or personal representative who is successful, on the merits or otherwise, in the defense of any proceeding to which the Director or officer is a party by virtue of his or her status as a Director or officer of the Corporation.

SECTION 2. <u>Permissible Indemnification</u>. Pursuant to A.C.A. § 4-33-851, and except as provided in Section 3 below, the Corporation may indemnify a Director or officer made a party to a proceeding by virtue of his or her status as a Director or officer, against liability incurred in the proceeding if the following conditions are met: (1) the Director of officer conducted himself or herself in good faith; (2) with respect to conduct in his or her official capacity, the Director or officer had reason to believe that his or her official capacity, the Director or officer had reason to believe that his or her conduct was at least not opposed to the best interests of the Corporation.

SECTION 3. <u>Prohibition of Indemnification in Certain Cases</u>. The Corporation shall not indemnify a Director or officer in connection with any proceeding by or in the right of the Corporation in which the Director or officer was adjudged liable to the Corporation, or in connection with any other proceeding charging improper personal benefit to the Director or officer, whether or not involving action in his or her official capacity, in which the Director or officer was adjudged liable on the basis that personal benefit was improperly received by the Director or officer.

SECTION 4. Procedure for Authorizing Indemnification of Directors. Before the Corporation may indemnify any Director pursuant to Section 2 above, a determination must be made that indemnification of a Director is permissible because the Director has met the standards of conduct set forth in Section 2 of this Article. The Board of Directors shall make that determination by a majority vote of a quorum consisting of Directors who are not at the time parties to the proceeding; provided, however, that if such a quorum cannot be obtained, then the determination shall be made either by a committee designated by the Board of Directors or by special legal counsel in accordance with A.C.A.§ 4-33-855(b)(2) and (3). Furthermore, the Corporation may not indemnify a director until twenty (20) days after the effective date of the written notice of the proposed indemnification to the Attorney General of the State of Arkansas. The Corporation may pay for or reimburse the reasonable expenses incurred by a Director or officer who is a party to a proceeding in advance of final disposition of the proceeding upon

authorization made in accordance with A.C.A. § 4-33-855 and upon satisfaction of all the conditions prescribed in § 4-33-853.

SECTION 5. <u>Insurance</u>. The Corporation may purchase and maintain insurance on behalf of its Directors and officers to insure against liabilities asserted against or incurred by the Corporation's Directors and officers in that capacity or arising from their status as Directors and officers, whether or not the Corporation would have the power to indemnify them against the same liability under the preceding sections of this Article.

SECTION 6. <u>Definitions</u>. The following definitions apply to the indemnification provisions of this Article:

- (a) <u>Proceeding</u>. "Proceeding" means any threatened, pending or completed civil action, suit or proceeding, whether judicial, administrative, or investigative, and whether formal or informal.
- (b) <u>Liability</u>. "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses actually incurred with respect to a proceeding.
- (c) <u>Expenses</u>. Indemnification against expenses which is mandated or permitted under this Article is limited to reasonable expenses, including attorneys' fees, incurred in connection with a proceeding.
- (d) <u>Ark. Code Ann.</u> All citations in these Bylaws to "Ark. Code Ann." Or to "A.C.A." shall refer to the Arkansas Code of 1987 Annotated, as amended from time by the Arkansas Legislature.

ARTICLE VII. CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. <u>Contracts</u>. The Board of Directors may authorize any officer or officers, agent, or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2. <u>Loans</u>. No loans shall be made by the Corporation to its Directors or officers. Any Directors who vote for or assent to the making of a loan to a Director or officer, and any officer or officers participating in the making of such loan, shall be jointly and severally liable to the Corporation for such loan until repayment thereof in accordance with the provisions of the Arkansas Nonprofit Corporation Act of 1993. No loans shall be contracted on behalf of the

Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. <u>Checks, Drafts, etc.</u> All checks, drafts, or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent, or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. <u>Deposits</u>. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VIII. FISCAL YEAR

The fiscal year of the Corporation shall begin January 1 each year and end on December 31 of each year.

ARTICLE IX. DIVIDENDS PROHIBITED

The Corporation shall not have or issue shares of stock, and no dividend shall be paid and no part of the income of the Corporation shall be distributed to its Directors, officers of members. The Corporation may pay compensation in a reasonable amount to its Directors, officers or members for services rendered, and may reimburse its Directors, officers, members, and employees for expenses incurred in attending to their authorized duties; provided, however, that such expenses shall be evidenced by receipt or other proper document.

ARTICLE X. AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that unless the amendments are unanimously adopted by action without a meeting pursuant to Section 8 of Article III hereof or unless notice is waived, the Corporation shall provide seven (7) days written notice to the Directors that the amendment will be voted upon at the meeting, and the notice must state that the purpose, or one of the purposes, of the meeting is to consider the proposed amendment of the Bylaws, and the notice shall also contain or be accompanied by a copy or a summary of the amendment or state the general nature of the amendment. Any amendment must be approved by a majority of the Directors in office at the time the amendment is adopted and as otherwise required by statute.

CERTIFICATE

We, the undersigned, hereby state and certify that the foregoing is a true, correct, and conformed copy of the Bylaws of QVW Holdings, INC., dba Brasas Mexican Grill of Jonesboro duly adopted by the Board of Directors of said organization on the **22nd day of January 2024**, and that the same have not been altered, modified, amended, or repealed in any respect and remain in full force and effect on this date.

Reynaldo Cano, President

Brenda Berenice Ornelas-Soto, Vice President

Judith Shrenger, Secretary/Treasurer

Arkansons craigned county 2-23-24

My commission ex. 08 - 27-25

Mona Patel Notary Public

OFFICIAL SEAL - #12695689

MONA PATEL

NOTARY PUBLIC-ARKANSAS CRAIGHEAD COUNTY MY COMMISSION EXPIRES: 08-27-25

QVW Holdings, INC.

ANNUAL MEETING MINUTES

The following is an account of the minutes taken at the annual meeting held at 5:00 pm, January 22, 2024, at 1804 Starling, Jonesboro, Arkansas.

1. Members decided to remove Jason Willett, President; LaWanda Willett, Vice-President; and Linda Minchew, Secretary - Treasurer and elect, and replace with Reynaldo Cano, President; Brenda Berenice Ornelas-Soto, Vice-President; Judith Shrenger, Secretary-Treasurer; and have Brenda Berenice Ornelas-Soto serve as applicant on a private club license to the ABC.

A motion was made by Jason Willett to elect new officers and have Ms. Ornelas-Soto apply as permittee. It was seconded by LaWanda Willett and passed unanimously.

2. Attendees

The following members of QVW Holdings, Inc. were present:

Jason Willett, President LaWanda Willett, Vice President Linda Minchew, Secretary- Treasurer

3. Purpose of Meeting

This meeting was held to:

Remove and replace current officers. Approve Brenda Berenice Ornelas-Soto as an applicant on a private club license to the ABC.

Make a decision regarding the future of QVW Holdings, Inc. of Jonesboro, Arkansas and make application for a private club permit to be located at 1820 South Main Street, Jonesboro, AR., 72401, Craighead County, Arkansas.

4. Approval of Agenda

The agenda was unanimously approved as distributed.

a. Review and Approval of Last Meeting's Minutes

A motion was made by Linda Minchew to approve previous minutes as read and was seconded by Jason Willett. Motion passed unanimously.

5. Announcement

None

6. Topics of discussion

- a. Topics and Conclusions
- b. Topic #1: Make a decision regarding the future of QVW Holdings, Inc.

Upon discussing this topic, the following conclusions were made:

Members of the board concluded that QVW Holdings, INC. is to apply for a private club license to be located at 1820 South Main Street, Jonesboro, AR., 72401.

A motion was made by LaWanda Willett to have QVW Holdings, Inc. make application for a private club permit dba Brasas Mexican Grill of Jonesboro, Arkansas. The motion was seconded by Linda Minchew and the motion passed with unanimous approval.

7. Key Decisions

Based on the above conclusions the following decisions were made:

a. The decision was made to move forward with QVW Holdings, Inc. application for a private club license dba Brasas Mexican Grill of Jonesboro, Arkansas.

8. Actions to Be Taken

It has been unanimously decided to take the following actions:

Proper private club license application documents shall be completed by the board of directors.

9. Adjournment

The meeting was adjourned at 5:30pm by Jason Willett.

Jason Willett, PRESIDENT

LEASE AGREEMENT

STATE OF ARKANSAS - COUNTY OF CRAIGHEAD

THIS AGREEMENT made in multiple copies and entered between Ryan Shelton, 3213 Dan Avenue, Jonesboro, Arkansas, 72403 herein designated as Landlord, and QVW Holdings, Inc dba Brasas Mexican Grill of Jonesboro, Arkansas, 1820 South Main Street, Jonesboro, Arkansas, 72401 herein designated as Tenant.

WTTNESSETH: That Landlord in consideration of the covenants and agreements to be performed by Tenant and upon the terms and conditions herein after stated does hereby lease, demise, and let unto Tenant the following described space:

Approximately 3000 square feet referred to as QVW Holdings, INC. dba Brasas Mexican Grill of Jonesboro, 1820 South Main Street, Jonesboro, AR., 72401 (herein after referred to as the "demised premises").

The said building referred to as the "Building."

TO HAVE AND TO HOLD the same for a term of 60 months.

Commencing on January 1,2024 and ending on January 1, 2029.

By occupying the demised premises the Tenant shall be deemed to have accepted the same as suitable for the purpose herein intended and to have acknowledged that the same comply fully with the Landlord's covenants and obligations hereunder. If this lease is executed before the demised premises become vacant, or if any present tenant or occupant of the premises holds over, and Property Owner cannot acquire possession of the demised premises prior to the date above recited as the commencement date of this lease. Property owner shall not be deemed to be in default hereunder, and Tenant agrees to accept possession of the demised premises at such time as Property Owner is able to tender the same, Property Owner hereby waives payment of rent covering any period prior to the tendering of possession to Tenant hereunder.

1. **RENT.** In consideration of this lease. Tenant promises and agrees to pay Property Owner rent for said premises at the rates as follows:

Year one: \$5,000.00 monthly, \$60,000.00 per year.

Years two through five: \$60,000.00 per year.

One such monthly installment together with a security deposit equal to \$5,000.00 shall be payable by Tenant to Landlord in advance, without demand, upon Tenant's Execution of his lease, and a like monthly installment shall be due and payable on or before the first day of each succeeding calendar month during the term hereof. Rent for any fractional month at the beginning or end of the lease term shall be prorated daily. All rent is due in the office of Property Owner on or before the first day of each month. If any installment of rent is not received by Property Owner by the fifth (5th) day of the month. Tenant agrees to pay Property Owner in additional rent, a late charge of \$15.00 per day retroactive to the first day of the month. If rent remains unpaid for thirty (30) days, Tenant agrees to pay interest at the rate of 1-1/2% per month on the unpaid balance, including late charges. The security deposit shall be held by Property Owner as security for the performance by Tenant of Tenant's covenant, and obligations under this lease, it being expressly understood that such deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may at Landlord's sole option, from time to time, without prejudice to any other remedy, apply such deposit to the extent necessary to any arrearages of rent and any other damage, injury expense, or liability caused to Property Owner by such event of default. Following any such application of the security deposit, Tenant shall pay to Property Owner

on demand the amount so applied to restore the security deposit to its original amount. If Tenant is not then in default hereunder, any remaining balance of such deposit shall be returned by Landlord to Tenant upon termination of lease upon delivery of the demised premises in good condition as hereinafter provided. If Property Owner transfers its interest in the demised premises during the lease term, Property Owner shall assign the security deposit to the transferee and hereafter shall have no further liability for the return of such security deposit.

- 2. USE. The demised premises shall be used and occupied by Tenant as a full-service restaurant and private club. Tenant shall not use, or permit to be used, the demised premises for any other purpose. Tenant will not occupy or use, nor permit to be occupied or used any portion of the demised premises for any business or purpose which is unlawful in part or in whole or deemed to be disreputable in any manner, or extra hazardous on account of fire, nor permit anything to be done which will in any way increase the rate of any insurance on the Building or its contents, and in the event that, by reason of acts of Tenant, there shall be any increase in the rate of insurance on the Building or contents created by Tenant's acts or conduct of business then such acts shall be deemed to be an event of default hereunder and Tenant hereby agrees to pay the amount of such increase on demand, and acceptance of such payment shall not constitute a waiver of any of Landlord's rights hereunder. Tenant shall not engage in any use or activity, which violates any provision of Landlord's ground lease of the premises on which the building is located.
- 3. LANDLORD'S OBLIGATIONS. Property owner agrees to furnish Tenant while occupying the demised premises water, hot and cold at those points of supply provided for routine use of tenant of the building. Heat, air, and electric service in the manner and to the extent deemed by Landlord to be standard; but failure to any extent to furnish or any stoppage of these defined services, resulting from causes beyond control of Landlord or from any cause, shall not render Landlord liable in any respect for damages to person, property or business, nor be construed as an eviction of Tenant or work an abatement of rent, nor relieve Tenant from fulfillment of any covenant of agreement hereof. Should any equipment or machinery furnished by Property Owner break down, or for any cause cease to function properly. Property owner shall use reasonable diligence to repair same promptly, but Tenant shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned thereby or resulting there from. Tenant shall pay to Property Owner on demand such charges as Property Owner may prescribe for any electric service required by Tenant for computers and other electrical equipment or other electric service deemed by Property Owner not to be standard. Tenant shall not use excessive amounts of utilities without Landlord's written consent on conditions set by Landlord.
- TENANT'S REPAIRS AND ALTERATIONS. Tenant will not in any manner deface, damage, or injure the building, and will pay the cost of repairing any damage or injury done to the building or any part thereof by Tenant or Tenant's agents, employees, and invitees. Tenant shall throughout the term of this lease take diligent care of the demised premises and keep them free from waste and nuisance of any kind. Tenant agrees to keep the demised premises, including all fixtures installed by Tenant and any plate glass, in good condition and make all necessary repairs. At the end or termination of this lease, Tenant shall deliver up the demised premises with all improvements located thereon, except as provided in this paragraph, in good repair and condition, reasonable wear and tear exempted. Tenant shall not make or allow to be made any alterations or physical additions in or to the demised area without the prior written consent of Property Owner. At the termination of this lease Tenant shall, if Property Owner so elects, remove all alterations, physical additions or improvements erected by Tenant and restore the demised premises to their original condition, otherwise such improvements shall be delivered up to Property Owner with the demised premises. All furniture and moveable trade fixtures installed by Tenant may be removed by Tenant at the termination of this lease if Tenant so elects and shall be removed if Property Owner so elects. All such removals and restoration shall be accomplished in a good skillful manner so as not to damage the building. Tenant has inspected the demised premises and accepts them in their existing condition.
- 5. **ASSIGNMENT AND SUBLETTING.** Tenant will not assign this lease or allow same to be assigned by operation of law or otherwise or sublet the demised premises or any part thereof without the prior written consent of Property Owner. Property owner shall have the right to transfer and assign, in whole or in part, any of its rights under this lease, and in the building and property referred to herein; and, to the extent that such assignee assumes Landlord's obligations hereunder. Property owner shall by virtue of such assignment be released from such obligations.
 - 6. MAINTENANCE. Tenant will maintain the demised premises in a clean and healthful condition,

and comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to use, condition, or occupancy of the demised premises.

- 1. INDEMNITY. Property owner shall not be liable for, and Tenant will indemnify and save harmless Property Owner from all fines, suits, claims, demands, and actions of any kind (including attorney's fees) by reason of any negligence, misconduct, or any breach, violation, or non-performance of any covenant hereof on the part of Tenant or Tenant's agents, employees, or invitees. Landlord shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or other matter beyond the reasonable control of Landlord, or for any damage or inconvenience which may arise through repair or alteration of any part of the Building, or failure to make repairs, or from any cause whatever except Landlord's negligence.
- 8. RULES AND REGULATIONS. Tenant and Tenant's agents, employees, and invitees, will comply fully with all requirements of the rules of the building which are attached and made a part hereof as though fully set out herein. Landlord shall at all times have the right to change such rules and regulations or to amend them in such reasonable manner as may be deemed advisable for safety, care, and cleanliness of the building and for preservation of good order therein, all of which rules and regulations, changes and amendments, will be forwarded to Tenant in writing and shall be carried out and observed by Tenant. Tenant shall further be responsible for the compliance with such rules and regulations by the employees, servants, agents, visitors, and invitees of Tenant
- 9. INSPECTION. Landlord, or its officers, agents, and representatives shall have the right to enter into and upon any and all parts of the demised premise (a) at all reasonable hours to inspect same or clean or make repairs or alteration, or additions as Landlord may deem necessary, or (b) during business hours to show the demised premises to prospective tenants, purchasers or lenders, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof.
- 10. **CONDUCT OF BUSINESS.** Tenant will conduct his business, and control his agents, employees, and invitees in such a manner as not to create any nuisance, or interfere with, annoy, or disturb other tenants or Landlord in the management of the Building, Tenant will, during the term of this lease, continually and fully occupy the premises and conduct active business operations therein.
- 11. **CONDEMNATION.** If the Building or the demised premises shall be taken or condemned in whole or part for public purposes, then the term of this lease shall at the option of Property Owner forthwith cease and terminate.
- 12. **FIRE AND OTHER CASUALTY.** In the event that the Building should be damaged or destroyed by fire, tornado, or other casualty, landlord may at its option terminate this lease in which event the rent shall be abated during the unexpired portion of this lease effective with the date of such damage, or Landlord may proceed to rebuild and repair the Building and the demised premises whereupon Landlord shall proceed with reasonable diligence to restore the Building to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord shall not be required to rebuild, repair or replace any part of the partitions, fixtures, and other improvement, which may have been placed by Tenant or other tenants within the Building Landlord shall allow Tenant a fair diminution of rent during the time the demised premises are unfit for occupancy. In the event any mortgagee under a deed of trust, security agreement or mortgage on the building should require that the insurance proceeds be used to retire the mortgage debt. Property owner shall have no obligation to rebuild, and this lease shall terminate upon notice to Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the building or to the demised premises shall be for the sole benefit of the party carrying such insurance and under its sole control.
- 13. **HOLDING OVER.** Should Tenant, or any of its successors in interest, hold over the demised premises, or any part thereof, after the expiration of the terms of this lease unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy from month to month only, at a rental equal to the rent paid for the last month of the term of this lease plus fifty percent (50%) of such amount. The inclusion of the preceding sentence shall not be construed as Landlord's consent for the Tenant to hold over.

- 14. TAXES ON TENANT'S PROPERTY. Tenant shall be liable for all taxes levied or assessed against personal property, furniture or fixtures placed by Tenant in the demised premises. If any such taxes for which Tenant are liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the demised premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.
- 15. INCREASED EXPENSES. Tenant is quoted a gross lease and shall receive no increased expenses. The term "operating expenses" as used herein, means all direct costs of operation and maintenance of the Building, as determined by standard accounting practices, and includes the following costs by way of illustration but not limitation; ad valorem taxes and assessments and personal property taxes (except those payable by the Tenant under the provisions of this lease), insurance premiums, licenses, permit and inspection fees utility charges, heating and air conditioning expenses, repairs, garbage and waste disposal expenses, salaries, labor, materials and supplies, maintenance contracts management and leasing expenses janitor services and supplies, security and alarm systems, pest control. The term "operating expenses," as used herein, shall not include depreciation on the building or equipment, interest, or capital expenditures.
 - 16. EVENTS OF DEFAULT. The following events shall be deemed to be events of default
- (a) Tenant shall fail to pay any installment of the rent hereby reserved on or before the 5th of each month.
- (b) Tenant shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.
- (c) Tenant shall make an assignment for the benefit of creditors.
- (d) Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.
- (e) A receiver or Trustee shall be appointed for all or substantially all the assets of Tenant
- (f) Tenant shall desert or vacate any substantial portion of the demised premises for a period of fifteen (15) days or more.
- (g) The assignment by Tenant of all or any part of its property or assets for the benefit of creditors of the levy of execution, attachment or taking of property, assets, or the leasehold interest of Tenant by process of law or otherwise in satisfaction of any judgment, debt, or claim.
- 17. **REMEDIES.** Upon the occurrence of any event of default specified in Paragraph 16 hereof, Property Owner shall have the Option to pursue any one or more of the following remedies without any Notice or demand whatsoever:
 - (a) Terminate this lease in which event Tenant shall immediately surrender the demised premise to Landlord and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the demised premises on satisfactory terms or otherwise.
- (b) Enter upon and take possession of the demised premises and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim for damages therefore, said if Landlord so elect relet the demised premises and receive the rent therefore; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting and all expenses Landlord may incur in reletting the premises.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies Provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Property Owner hereunder or of any damages occurring to Property Owner by reason of the violation of any of the terms, provisions and covenants herein contained. Landlord's acceptance of rent following an event of default hereunder shall not be construed as Landlord's waiver of such event of default. No waiver by Property Owner of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Property Owner to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Tenant acknowledges that any payments received by Property Owner while Tenant is in default are accepted with full reservation of all rights hereunder by Property Owner

- 18. SURRENDER OF PREMISES. No act or thing done by the Property Owner or its agents during the term hereby granted shall be deemed an acceptance of a surrender of the demised premises, and no agreement to accept a surrender of the demised premises shall be valid unless the same be made in writing and subscribed by the Property Owner.
- 19. **ATTORNEY'S FEES.** In case Property Owner brings any act on under this lease or consults with or places said lease or any amount payable by Tenant thereunder with an attorney concerning or for the enforcement of any of Landlord's rights hereunder, then Tenant agrees in each and any such case to pay to Property Owner a reasonable attorney's fee.
- 20. **RECEIPTS FROM ASSIGNEE OR SUBTENANT.** The receipt by the Landlord of rent from any assignee, subtenant or occupant of the demised premises shall not be deemed a waiver of the covenant in this lease contained against assignment and subletting or an acceptance of the assignee, subtenant or occupant as Tenant or a release of the Tenant from further observance or performance by the Tenant of the covenants in this lease contained, on the part of the Tenant to be observed and performed. No provision of this lease shall be deemed to have been waived by the Property Owner unless such waiver be in writing signed by the Property Owner.
- 21. LANDLORD'S LIEN. Landlord shall have, at all times, a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damage or lose which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement, or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently, or which may hereafter be situated on the demised premises, and all proceeds there from, and such property shall not be removed there from without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein enter upon the demised premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in Paragraph 23 of this lease at least ten (10) days before the time of sale. Any sale made pursuant to the provisions hereof shall be deemed to have been a public sale conducted in a commercially reasonable manner if held in the demised premises or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a local daily newspaper for five (5) consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding, and selling of the property (including reasonable attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph, Any surplus shall be paid to Tenant or as otherwise required by law, and the Tenant shall pay any deficiencies forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to Property Owner a financing statement in form sufficient to perfect the security interest of Property Owner in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in this state. Any statutory lien for rent is not hereby waived, the security interest herein granted being in addition and

supplementary thereto.

- 22. QUIET ENJOYMENT. Landlord represents and covenants that it has full right, power, and authority to make this lease and that Tenant, upon the payment of the rentals and performing the covenants on Tenant's part to be performed hereunder, shall and may peaceably and quietly have, hold arid enjoy the demised premises during the term hereof and any extensions thereof, free from interference or disturbance from Landlord, but subject to the terms and conditions of this lease. Property owner agrees to make reasonable efforts to protect Tenant from interference or disturbance by other tenants or third persons; however. Property owner shall not be liable for any such interference or disturbance, nor shall Tenant be released from any of the obligations of this lease because of such interference or disturbance.
- 23. **NOTICES.** Each provision of this lease, or of any applicable governmental law's ordinances, regulations, and other requirements with reference to the sending, mailing, or delivery of any notice, or with reference to the making of any payment by Tenant to Landlord, shall be deemed to be complied with when and if the following steps are taken:
 - (a) All rent and other payments required to be made by Tenant to Landlord shall be received by Property Owner at the address herein below set forth, or at such other address as Property Owner may specify from time to time by written notice delivered in accordance herewith.
 - (b) Any notice or document required to be delivered hereunder shall be deemed to be delivered when deposited in the United States mail, postage pre-paid, certified, or registered mail, (with or without return receipt requested), addressed to the parties hereto at the respective addresses set out opposite their names below or at such other address as they have theretofore specified by written notice delivered in accordance herewith:
- 24. **FORCE MAJEURE.** In the event the Landlord shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, unavailability of utility service, restrictive governmental laws or regulations, riots, insurrections the act, the failure to act, or default of another party, war, or any other reason beyond Landlord's control, then performance of such act shall be excused for the period of the delay, and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.
- 25. **SEPARABILITY.** If any clause or provision of this lease is illegal, invalid or unenforceable under present or future laws effective during the term of this lease, then and in that event, it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby, and it is also the intention of the parties to this lease that in lieu of each clause or provision of this lease that is illegal, invalid or unenforceable, there be added as a part of this lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
- 26. NO PERSONAL LIABILITY. Anything in this lease to the contrary notwithstanding, Tenant agrees it will look solely to the estate and property of the Landlord in the Building of which the demised premises are a part, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other property or assets of the Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenants remedies.
- 27. **AMENDMENTS; BINDING EFFECT.** This lease may not be altered, changed, or amended, except by instrument in writing signed by both parties hereto. The terms, provisions, covenants, and conditions contained in this lease shall apply to, insure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.
- 28. **GENDER.** Words of any gender used in this lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 29. **CAPTIONS.** The captions contained in this lease are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this lease.

- 30. **SUBORDINATION.** This lease shall be subject and subordinate at all times to the lien of existing mortgages deeds of trust and financing statements on the demised premises or the building and of mortgages, deeds of trust and financing statements which hereinafter may be made a lien on such property, also any renewal, modification, consolidation, or replacement or extension of any such existing or future mortgages, deeds of trust and financing statements.
- 31. **MECHANICS LIENS.** In no event shall Tenant allow any mechanics or other lien to exist against the demised premises. Tenant shall discharge or remove any such lien by bonding or otherwise promptly on notice by the Property Owner to do so. No provisions of this lease shell be construed as to constitute Tenant as the agent of or authorized to act for Landlord in doing any repairs, alterations, construction or any other kind of work on the demised premises and any person doing work upon or furnishing materials to or for such work shall look only to Tenant and the Tenant's interest in the demised premises for payment, therefore.
- 32. WAIVER OF SUBROGATION. Landlord and Tenant mutually agree to waive any right of subrogation which they may have against one another for any losses paid to them on any insurance policy or policies continued or in Connection with the demised premises or the building to the extent permitted by the terms of such policy or policies.
- 33. **RELOCATION.** If the Landlord should have need of the demised premises during the term of this lease, it is understood and agreed that the Landlord, at the Landlord's expense, may relocate the Tenant elsewhere in the building. In the event of such relocation the premises provided the Tenant shall be finished out in a condition reasonably comparable with the original space.

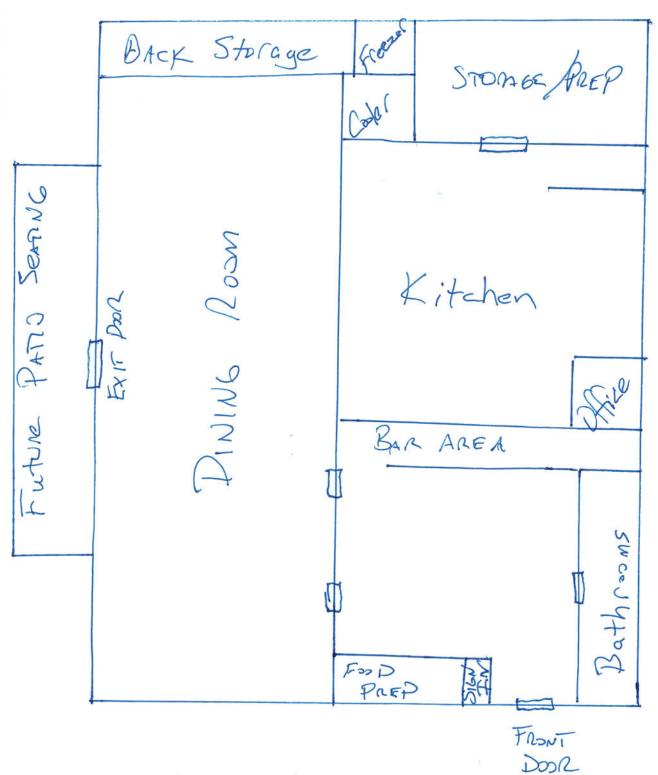
LANDLORD: Ryan Shelton

34. **RECORDING.** This lease shall not be recorded without Landlord's written consent.

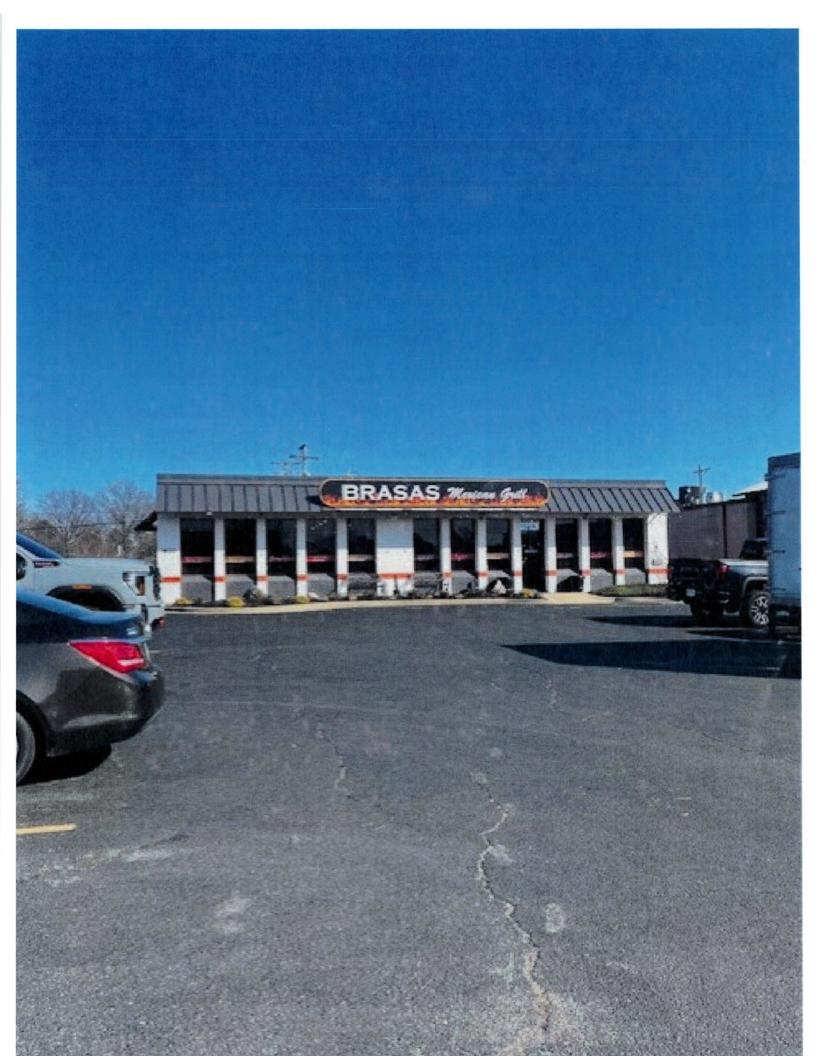
WITNESS, the signature of the parties hereto in multiple copies, this 1st day of January, AD 2024.

TENANT: Reynaldo Cano

QVW Holdings dba Brasas Mexican Grill of Jonesboro

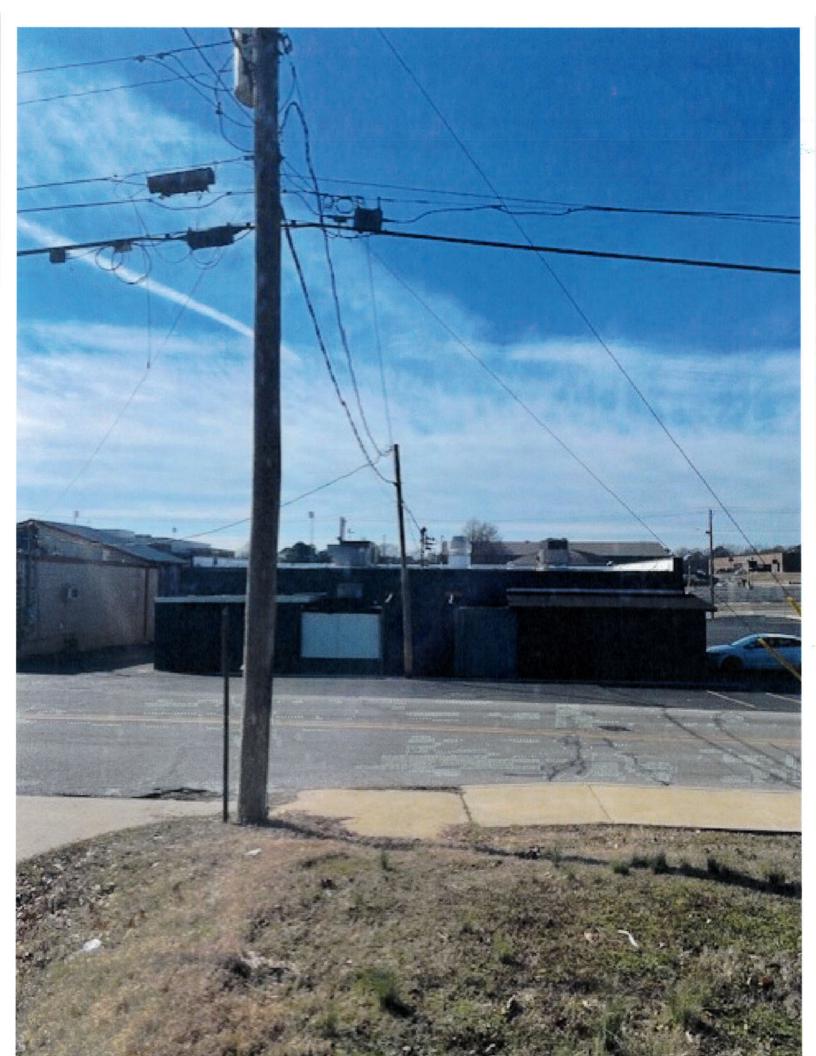


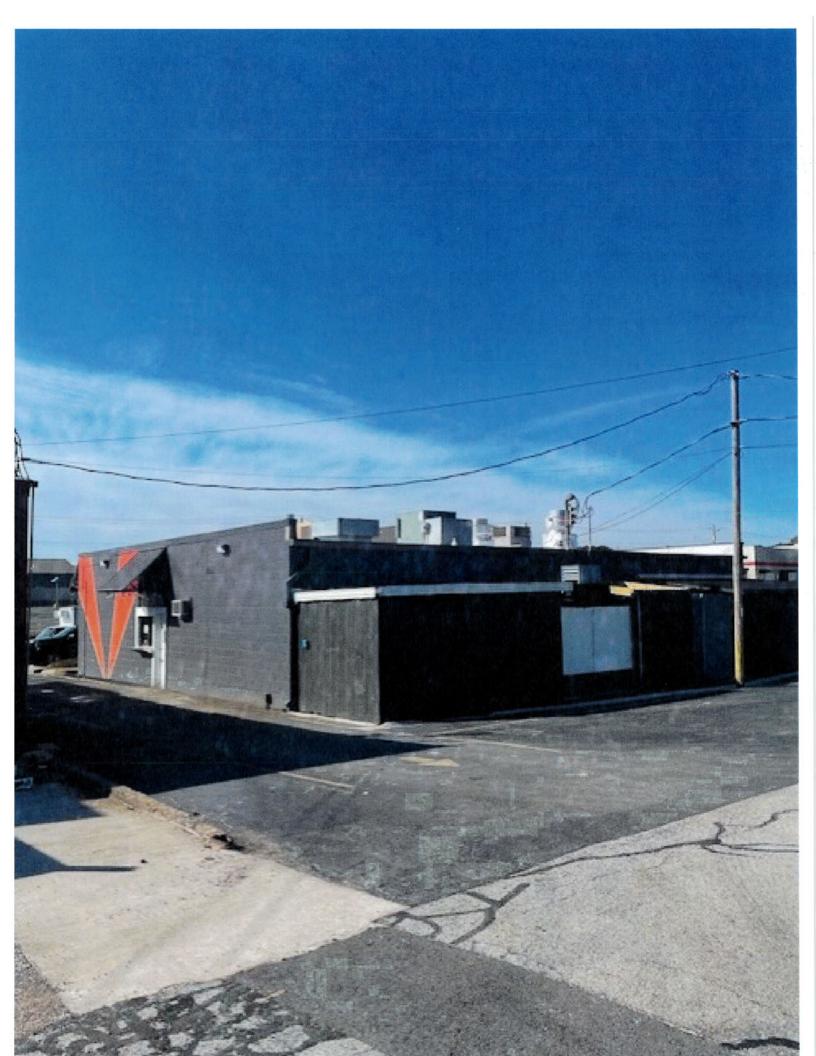
COUW Holdings Inc. Oba Brasas Mexican Coull of Jonesbord 1820 South Main St., Inesborg, AR 78401











Annual Report for Domestic Nonprofit Corporation

Filing Information

State of Origin: AR

Entity File Number: 811159598

Alt Entity Type: DomNonProfitNewCode

Entity Name: QVW HOLDINGS

File Date: 2024-01-16 11:58:56

Alt Tax Type: NonProfitCorporation

Tax Year: 2024

Filing Signature: JASON WILLETT

Is Exempt Organization: No

Registered Agent:

First Name: JASON

Last Name: WILLETT

Address 1: 1804 STARLING

City: JONESBORO

State: AR

Zip: 72401

Country: USA

Phone: 501-200-2211

Officers

First Name: JASON

Last Name: WILLETT

Title: Director

Address 1: 1804 STARLING

City: JONESBORO

State: AR

Zip: 72401

Country: USA

First Name: LINDA

Last Name: MINCHEW

Title: Director

Address 1: 705 STEELE

City: JONESBORO

State: AR

Zip: 72401

Country: USA

First Name: BRENDA

Middle Name: BERENICE

Last Name: ORNELAS-SOTO

Title: Director

Address 1: 601 CARAWAY ROAD

City: JONESBORO

State: AR

Zip: 72401

Country: USA

First Name: REYNALDO

Last Name: CANO

Title: Director

Address 1: 601 CARAWAY ROAD

City: JONESBORO

State: AR

Zip: 72401

Country: USA

Principal .

Address 1: 1804 STARLING DRIVE

City: JONESBORO

State: AR Zip: 72401 Country: USA

Email Address: JASON@WILLETTGROUP.COM

OFFICIAL RECEIPT

Receipt Date 03/08/2024 10:19 AM Receipt Print Date 03/08/2024

Receipt # 00245118 Batch # 00008.03.2024

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042

For Permit Inspections call 870-933-4602

Account/License/Permit/Category: CR	250.00
Detail: 01-134-0517-00 Alcohol Application Fee	250.00
Total	250.00
Payment Information: Check 1269 Change	250.00 0.00

Brasas Mexican Grill LLC Customer #: 000000

Cashier: ALCooksey Station: ALCOOKSEY