



City of Jonesboro Private Club Review and Conditions Form

Date 12-13-21 Non-Profit Corp. UMAI SUSHI

Address 2064 Sloanlake

Applicant on Behalf of Club Anh N. Le

Home Address 2064 Sloanlake DR Jonesboro

Business Name Valentine Nails

Business Address 1841 E. Highland DR Jonesboro

City of Jonesboro official use below this:

Police Department: Copy of membership list Yes No
Has any member been convicted of a felony? Yes No
If yes, How many years since conviction? _____
Has Non-Profit complied with City of Jonesboro laws? Yes No

Comments: _____

Approve? Yes No Signature Chief of Police Chief R. Elliott

Planning and Zoning Department:

Type of Private Club: Restaurant _____ Hotel/Motel _____
Hours of Operation? unknown
Copy of menu for food service? Yes _____ No

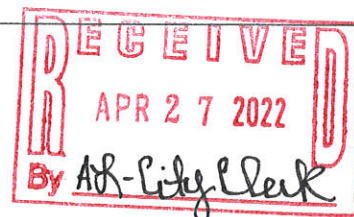
Approve? Yes No Zoning C-3 Signature Planning Director [Signature]

City Clerk: ~~* Must apply for change of use in addition to approval by Fire & Inspection~~

Date received _____
Date entered in Legistar _____

City Council Action

Approve _____ Deny _____



OFFICIAL RECEIPT

Receipt Date 12/15/2021 01:07 PM
Receipt Print Date 12/15/2021

Receipt # 00211616
Batch # 00015.12.2021

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 19-00547177 250.00
Change 0.00

Valentine Nails
Customer #: 000000
Anh N Le / UMAI Sushi
1841 E Highland
Jonesboro, AR 72401-

Cashier: tjgeror
Station: ARSCOTT

April Leggett

From: Derrel Smith
Sent: Wednesday, April 27, 2022 10:41 AM
To: April Leggett
Subject: private club license for Valentine Nails

April,
After speaking with ABC in Little Rock we were told that planning is to only look at the zoning designation. All other items will be handled by the ABC agent in charge to insure compliance.

Derrel Smith, AICP

Director of Planning and Zoning
City of Jonesboro
300 S. Church
Jonesboro, AR 72401
derrel.smith@jonesboro.org
870-932-0406



Please consider the environment before printing this email

NOTICE OF CONFIDENTIALITY

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[City of Jonesboro AR](#)



December 29, 2021

Juan Van Le & Anh N. Le
2064 Sloanlake
Jonesboro AR 72401

This letter is to inform you that your applications for private club licenses at 1841 E. Highland and 2100 Red Wolf Blvd., cannot move forward as requested. The City of Jonesboro has a requirement that all private club locations provide food service.

You have stated that you will serve sandwiches at both locations. According to our records, neither location has kitchen facilities and have not been used for food service in the past.

You must contact an architect and have them provide the city with a code evaluation of the building and what will need to be changed to allow food service. They must then submit plans to the city for plan review to allow this use at either location.

Until this is completed, we cannot proceed with your private club request. If you have questions, please feel free to contact the planning department at planning@jonesboro.org or call 870-932-0406.

A handwritten signature in blue ink, appearing to read 'Derrel Smith', is written over the typed name.

Derrel Smith
Director of Planning and Zoning



December 27, 2021

Mayor Harold Copenhaver and Jonesboro City Council

Private Club Applications for 1841 E. Highland and 2100 Red Wolf Blvd.

The City of Jonesboro has always required that every location that serve alcohol to also serve food. Both locations listed are Nail Salons. To meet the food requirement both locations list they will serve sandwiches. However, neither location is a restaurant.

If these location wish to change their occupation to a restaurant, they will need to have a licensed architect conduct a code analysis to determine if the locations meet the correct requirements to serve food.

If they do not currently meet the requirements, the architect will have to submit plans for commercial remodeling permit. Planning cannot approve these locations until everything that has been listed is completed and approved.

A handwritten signature in blue ink, appearing to read 'Derrel Smith', is written over the typed name.

Derrel Smith, AICP
Planning and Zoning Director

CITY OF JONESBORO

12-8-21

APPLICATION FOR PRIVATE CLUB PERMIT

UMAI -

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.

MAI of Jonesboro

Non-Profit Corporation

FEIN #

APPLICANT ON BEHALF OF CLUB

Anh
First

N
Middle

le
Last

HOME ADDRESS

2064 Sloanlake Dr. Jonesboro 72404 Craighead
Street City Zip County

BUSINESS NAME

Valentine Nails

BUSINESS ADDRESS

1841 E Highland Dr #D Jonesboro 72401 Craighead
Street City Zip County

Does the club own the premises? NO If leased, give name and address of owner:

RMCN LLC. 2304 Stonebridge, AR 72401

Is your establishment primarily engaged in the business of serving food for consumption on the premises? NO

Manicures, pedicures, and other spa treatments in addition to sandwiches.

If the answer to the above question is no, then what type of business will you be engaged in on the premises? Please list all activities to be offered.

We would also like to serve beer, wine, and mixed drinks with our spa treatments and appetizers and sandwiches.

Does anyone now hold an alcoholic beverage permit at this location? NO If so, give name, address and permit no(s).

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

<u>#</u>	<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
	Anh Le	President	
	Hiep Nguyen	Vice President	
	Hanh Vo	Secretary	

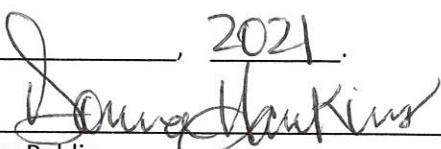
Has any member of the club's board of directors or other governing body, or any club officer, been under the sentence, whether suspended or otherwise, of any court for the conviction of a felony within two (2) years preceding the date of this application? YES NO If yes, please explain -

Signed this 28th day of July, 2021.


Signature of Applicant/Managing Agent

~~President~~ PRESIDENT
Official Title

Subscribed and sworn to before me this 28th day of July, 2021.


Notary Public

My Commission Expires: 1-6-29:



SCHEDULE A – INDIVIDUAL’S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Anh Le Sex _____ Date of Birth _____
2. Home Address 2064 Stonelake Dr Jonesboro 72909 Phone No. 810-340-7991
Street City Zip
3. Are you a person of good moral character and reputation in your community? yes
4. Are you a (CITIZEN) or (PERMANENT RESIDENT ALIEN) of the United States? **CIRCLE ONE**
 Social Security No. _____ Green Card No. _____
5. Are you a resident of Craighead county? yes
 If not, do you live within 35 miles of the premises to be permitted? yes
6. Have you ever been convicted of a felony? YES _____ **(NO)** If so, give full information N/A
7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceeding this application? YES **(NO)** If so, give full information. N/A
8. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceeding this application? YES _____ **(NO)** If so, give full information N/A
9. Do you presently hold or have you ever held an alcoholic beverage permit(s)? NO If so, give name, place, and permit number(s) N/A
10. Have you applied and been refused a permit at the applied for location within the last 12 months? NO If so, give full information N/A
11. Marital Status: Single () Married Divorced () Separated () Other ()
12. Furnish complete information regarding members of immediate family:

Relationship	Full Name	Address	Occupation
Anh-self	Anh Le		
Husband			
Son			School
Daughter			School

- (a) Are any of the above to be connected with the operation of the outlet? Yes my husband Tuan helps sometimes.
- (b) If so, who and in what capacity? Tuan helps sometimes

13. Give your home address (city or town) and dates at each for the past five (5) years:
2064 Sloan Lake Drive, Jonesboro, AR 72404 2017 - Present
3205 Turtle Creek Dr. Jonesboro, AR 72404 2011 - 2017

14. Covering the past five (5) years, give in detail the following:

Your Business or Occupation	Name & Address of Employer	Dates of Employment
Business Owner	1841 E. Highland Suite D. Jonesboro, AR 72401	July 13, 2015 - Present

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 other legal process.

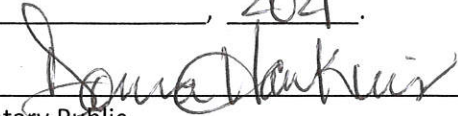

 Applicant's Signature

STATE OF ARKANSAS

COUNTY OF Craighead

_____, being first duly sworn on oath deposes and says that he/she has read each of the questions to which he/she has made answer, and that his/her said answers in each instance are true and correct.

Subscribed and sworn to before me this 28th day of July, 2021.


 Notary Public

My Commission Expires: 1-6-29 :



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.

[Handwritten Signature]

Signature - Full Name

7-28-21

Date

2064 Sloan Lake DR

Home Address

Jonesboro

City

AR

State

72404

Zip

[Handwritten: SAME]

Mailing Address

City

State

Zip

870-340-7991

Contact Phone

Business Phone

[Handwritten: TKLE FDC @GMAIL.COM]

Email Address

Subscribed and sworn to before me this 28th day of July, 2021.

[Handwritten Signature: Donna Hankins]
Notary Public

My Commission Expires: 1-6-29 :



IMPORTANT INFORMATION AND INSTRUCTIONS REGARDING A CRIMINAL BACKGROUND CHECK

1. Alcoholic Beverage Control laws and regulations prohibit the issuance of a permit to a person who has been convicted of a felony. This law also applies to partners, stockholders (persons who own more than 5% of the stock in a corporation) or members of an LLC who own more than 5% interest.
2. Attached is a criminal background application which must be completed and submitted to the Arkansas State Police. They will return the Arkansas background check results to you; ***the original document must accompany the City of Jonesboro application.*** If this report indicates you (partner, stockholder or member of LLC, if applicable) are not a convicted felon, your application will be eligible for consideration by the city. Amount of \$25.00 (check or money order) is due at time of submission to Arkansas State Police.

A SELF ADDRESSED, STAMPED ENVELOPE MUST BE ENCLOSED WITH SUBMISSION OF THE ABOVE.

4. If you wish to complete this process in person, go to the Arkansas State Police Headquarters. You will be required to show a state issued photo ID or driver's license. Payment must be by check or money order made payable to Arkansas State Police.

Background investigation questions; call Arkansas State Police at
501 618 8500.

MAIL TO: Arkansas State Police
ATTN: Identification Bureau
#1 State Police Plaza
Little Rock, Arkansas 72209

Valentine Nails**1841 E. Highland Dr., Jonesboro, AR 72401**

Amerson, Bylahna	703 Gladiolus, Apt T-12, Jonesboro, AR 72404
Bordon, Shakera	1801 Greensboro Rd., Jonesboro, AR 72401
Bracy, Courtney	3109 Barrington Circle, Jonesboro, AR 72401
Branch, Essence	1003 Flint St., Jonesboro, AR 72401
Brockwell, Jamie	3530 Barbara Ann, Jonesboro, AR 72401
Buckley, Zhane	1412 Limnks Drive, Apt 5, Jonesboro, AR 72404
Buris, Katie	1830 E. Johnson Ave, Apt 14, Jonesboro, AR 72401
Campos, Catalina	1915 Winesap Dr., Jonesboro, AR 72405
Carter, Donna	1412 Golf Course Dr., Jonesboro, AR 72404
Case, Courtney	2619 Glenn Place, Apt 116, Jonesboro, AR 72404
Centeno, Lindsey	2003 Beaver Fall Ln., Jonesboro, AR 72404
Chandler, Trish	1031 Mark Cr., Jonesboro, AR 72404
Coker, Tara	2301 Westminster, Jonesboro, AR 72404
Conner, Allison	1712 Biscayne Ln., Jonesboro, AR 72401
Conner, Heather	1712 Biscayne Ln., Jonesboro, AR 72401
Cook, Holly	1268 CR 324, Bono, AR 72416
Cook, Tina	1012 North Main St., Jonesboro, AR 7401
Davis, Paige	2398 Hwy 91 W, Jonesboro, AR 72404
Duckworth, Trisha	5938 Rees Rd., Apt 305, Jonesboro, AR 72401
Duong, Hung	4816 Lonoke Ln., Jonesboro, AR 72404
Eckert, Victoria	3205 E. Johnson Ave., Jonesboro, AR 72401
Emerson, Elisabeth	3509 CR 441, Jonesboro, AR 72404
Ewing, Kiara	1123 Mays, Jonesboro, AR 72401
Faulkner, Jonita	2717 Watertree, Jonesboro, AR 72401
Floyd, Janice	3022 Quail Dr., Jonesboro, AR 72404
Ford, Whitney	946 E. Craighead Forest Rd, Jonesboro, AR 72404
Gan, Kathy	518 N. Main St., Jonesboro, AR 72401
Gilliam, Danishia	411 Krewson, Jonesboro, AR 72401
Goinn, Audrey	4909 Winged Foot Ln, Jonesboro, AR 72405
Gray, Nellice	210 CR 620, Jonesboro, AR 72405
Green, Whitley	1700 McNatt Dr., Brookland, AR 72417
Griffin, Emalee	205 Cody Lane, Brookland, AR 72417
Gulley, Kenneth	2101 Morningside Dr., Jonesboro, AR 72404
Gulley, Mallory	1240 Crepe Myrtle Cove, Jonesboro, AR 72405
Haley, Kellie	7 Willow Creek Lane, Jonesboro, AR 722404
Hampton, Alisa	1029 CR 311, Jonesboro, AR 72401
Han, Amy	3606 Lakewood, Jonesboro, AR 72401
Hanusowski, Mallory	2203 Spence Circle, Apt B, Jonesboro, AR 72401
Hargett, Valerie	1557 CR 476, Jonesboro, AR 72404
Hart, Kerri	105 CR 134, Bono, AR 72416
Hays, Cathryn	6609 Evan Cove, Jonesboro, AR 72404
Henderson, Teresa	2608 Briar Ln., Jonesboro, AR 72401
Hendrix, Mendy	1105 Wilmar Circle, Jonesboro, AR 724001
Holder, Kasey	413 Chatham Cv., Jonesboro, AR 72404
Holmes, Khadysia	2100 Sandbrook, Jonesboro, AR 72401
Holt, Kimberly	3416 Preakness Dr., Jonesboro, AR 72404
Huckaby, Vickie	2800 Windover Cv., Jonesboro, AR 72401
Huffstetler, Erica	4122 Chapel Hill, Jonesboro, AR 72404
Hugg, Lori	1716 Chickasaw Ave, Jonesboro, AR 72401
Hughes, Amy	2806 Pebble Creek Cv., Jonesboro, AR 72404
Johnson, Jerika	3416 Bonnie Circle, Jonesboro, AR 72404
Johnson, Katy	206 Redwood Ave., Bono, AR 72416
Jones, Patricia	1009 Tony Dr., Jonesboro, AR 72401
Kee, Ruby	276 CR 773, Jonesboro, AR 72401
King, Anna	4324 Jenni Lane, Jonesboro, AR 72404
Koehn, Gayla	3115 Parker Annex Rd., Apt B2, Jonesboro, AR 72401
Ledell, Danielle	2724 Noble Dr., Jonesboro, AR 72401
Lee, Janette	6053 Beaver Creek, Jonesboro, AR 72404
Leija, Chelsea	2007 Ozark Dr., Apt A, Jonesboro, AR 72404
Loe, Carol	P.O. Box 4056, Jonesboro, AR 72403
Mason, Tonya	P.O. Box 487, Caraway, AR 72419
Mata, Melanie	2111 Bob White Cove, Jonesboro, AR 72404
McGhee, Hannah	5617 Bachelors Gulch, Jonesboro, AR 72404
McNatt, Shilah	210 Richmond Ave, Apt #7, Jonesboro, AR 72401
Merrill, Marie	1817 Kenwood, Jonesboro, AR 72401

Williams, Karla	1012 N. Main, Apt D, Jonesboro, AR 72401
Williams, Trinity	1820 Creek Dr., Jonesboro, AR 72401
Wilson, Christy	2312 Thorn St., Apartment A, Jonesboro, AR 72401
Wise, Sue	3633 Old Dornick, Jonesboro, AR 72405
Witt, Candice	620 W. Strawn, Jonesboro, AR 72401
Wright, Lorrie	782 CR 311, Jonesboro, AR 72401
Yankaway, LaJorda	716 Meredith, Jonesboro, AR 72401

Highland Dr.

LIQUOR LICENSE FOR VANLENTINE NAILS

Signature

#	NAME	PHONE	ADDRESS
1	JEFF THROESCH	<i>Jeff Throesch</i>	702 SEQUOIA DR, JONESBORO AR 72401
2	Johnita Faulkner	<i>Johnita Faulkner</i>	2718 Watertree Jonesboro 72401
3	Serena Owens	<i>Serena Owens</i>	107 Hayden Street Bono, AR 72416
4	Paige Robinson	<i>Paige Robinson</i>	107 Hayden St Bono, AR 72416
5	Amy Tran	<i>Amy Tran</i>	3006 Lakewood Jonesboro 72401
6	Charise Adams	<i>Charise Adams</i>	1906 Murray Creek
7	Makal		
8	Ally Summers	<i>Ally S</i>	1920 Tangewood Dr. Jonesboro, AR 72401
9	Caitlin Oertgen	<i>Caitlin Oertgen</i>	112 Bulky Drive AR 72417
10	Lisa A Mallis	<i>Lisa A Mallis</i>	802 Sweetheart Jonesboro 72401
11	Tara Morgan	<i>Tara Morgan</i>	P.O. Box 262 Harrisburg AR 72432
12	Shakera Gordon	<i>Shakera Gordon</i>	1801 Greensboro Rd 72401
13	Hank Vo	<i>Hank Vo</i>	3105 Creekview Ct Jonesboro
14	Vannessa Rivers	<i>Vannessa Rivers</i>	2508 E Johnson Ave. Jonesboro, AR 72404
15	Jamie Brockwell	<i>Jamie Brockwell</i>	3530 Barbara Ann Jonesboro
16	Chetser Can	<i>Chetser Can</i>	Swallow Creek Ln
17	Lo'Jorda Yunkaway	<i>Lo'Jorda Yunkaway</i>	7110 Meredith
18	Madysia Holmes	<i>Madysia Holmes</i>	2100 Sandbrook
19	Elizabeth Wilkin	<i>Elizabeth Wilkin</i>	1100 Catfish Dr. 72437
20	Kevin Lee		

Liquor License for Valentine Nails

44	Madison Rankin	Madison Rankin	2052 Sloan Lake Dr. Jonesboro AR 72401
45	Melanie Mata	M Mata	2111 Bobwhite Cove Jonesboro 72401
46	Lindsay Center	L Center	2003 Beaver Falls Ln. Jonesboro 72401
47	Tyanna	Center	4756 Prospect Lane
48	Whitley	Green	1700 Mc Nat Dr. Brookland AR 72417
49	Chick		
50	Michele		
51	Lori Tosh	L Tosh	3701 Friendly Hope Rd Jonesboro, Ar. 72404
52	Emily McChes	E McChes	846 Hwy 18 Cherry Valley, Ark 72334
53	Janya Mason	Janya Mason	Pbox 487 Conway AR 72419
54	Mandi Cordell	M Cordell	111 Walnut Avenue, Cherry Valley 72324
55	Kathy Gann	K Gann	518 N Main St Jonesboro AR 72401
56	Janette Lee	Janette Lee	6053 Beaver Creek JB 72404
57	Courtney Case	Courtney Case	2619 Glenn Pl Apt 116 Jonesboro, AR 72404
58	Allison Davault	Allison Davault	1991 Greene 846 Rd. Paragould, AR
59	Jamison Whitcomb	J Whitcomb	7018 E Johnson Ave Jonesboro AR 72401
60	Kimbely Holt	Kimbely Holt	3416 Preakness Drive Jonesboro AR 72404
61	NATALIE NEAL	A N	2202 S. CULLBERHOUSE ST JONESBORO AR 72401
62	Auburn Spencer	A Spencer	109 Hayer Drive Bardsland AR
63	Tennille Roberts	T Roberts	7074 Hwy 251, Peachtree, AR
64	Monica Waters	M Waters	32 Sweet Gum Tr Doxhontas AR
65	Mavis	Mavis	1817 Kenwood Jonesboro AR 72401
66	Lynetta	Pilto	1000 Nealle Jonesboro AR 72401

Liquor Licenses for Valentine Nail.

90	Patricia	James	1009 Tony Dr.
91	Sam	Hollis	5807 Wendy Street Paramount
92	Cathy		
93	Grace		
94	Taylor		
95	Teresa		
96	Emma		
97	Sheel		
98	Jamie	Redi	
99	Nicole Hanks	pedicure	
100	Chelsea Ashley		P.O. Box 1302 State Uni, AR 72467
101	Wanda Parson	Smith	103 Walnut Street Brackland AR 72417
102		Lynn	
103	taylor	Jays	825 Smithfield
104	Emily	PO	2809 Marsh Brook Dr.
105	Devon	Wheley	2109 Sandbrook Dr.
106	Sue Wise	Sue Wise	3633 Old Darnick
107	Lesley		
108	Emily	Emm	2508 E. Johnson Ave.
109	WGA	Pedicure	
110	Jan	lashes brows nails pedicure	
111	Sue Morrison	she m	3601 Savannah CR Jonesboro, AR
112	Audrey Groom	Audrey	4909 winged foot LN. Jonesboro, AR

Liquor License for Valentine Nails

136	Denise	Neal	3922 Renee St. Jonesboro
137	Philip Stewart	Philip Stewart	2913 Bennett Dr. Jonesboro, AR 72401
138	Carol Loe	LOE	PO Box 4056 - G'boro
139	Tara Colker	Colker	2301 Westminster J'boro 72404
140	Sarah	Gibson	117 W W Lawrence
141	Janice	Floyd	3022 Quail Dr
142	Erica	Huffsteter	4127 Chapel Hill 72404
143	Mikki	Rutherford	88 CR 622 Jonesboro, AR 72404
144	Charmaine	Rutherford	820 CR 407 J'boro, AR 72404
145	Rachel	Pollock	4705 Gregory J'boro AR 72405
146	Trinity	Williams	1820 Creek Dr.
147	Katrina	Williams	1012 N. Main Apt D
148	Mckenzie	Williams	1906 Aggie Rd.
149	Heather	Conner	1712 Bissayne Lane, Jonesboro
150	Allison	Conner	717 Kasey Ln Jonesboro, AR
151.	Dance	Branch	1003 Flint St
152	Brenda	Pedicut	
153.	Kathy	Johnson	206 Redwood Ave 72416
154.	Steve	Schwartz	2200 Ashbuckle Cove, J'boro
155.	Michelle	Schwartz	" " "
156.	Wendy		
157.	Pam		
158.	KRISTI		
159.			
160.			

#10/29/2019


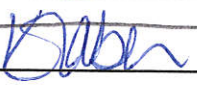

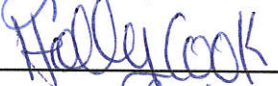
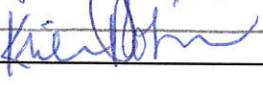
LIQUOR LICENSE

* must be 21 to sign +
a resident in CRAIGHEAD County

	DATE	NAME	SIGNATURE	Age	ADDRESS
1	10/29	Tina Cook	Tina Cook	38	1012 North Main St Jonesboro
2	10/29	Alice Starks	Alice Starks	56	339 Drake Jonesboro
3	10/29	Hannah McFher	Hannah McFher	26	807 Bachelor Gulch Jonesboro
4	10/29	Christy Wilson	Christy Wilson	52	2312 Thorn St Apt A Jonesboro
5	10/29	Alicia Schall	Alicia Schall	31	4704 Summit Ridge Jonesboro
6	10/29	Candice Witt	Candice Witt	37	620 West Strawn Ave Jonesboro
7	10/29	Amy Hughes	Amy Hughes	45	2806 Pebble Creek Ct Jonesboro 72404
8	10/29	Tracy Preshler	Tracy Preshler	36	1253 Crepe Myrtle Cor Jonesboro 72404
9	10/29	Carrie Amador	Carrie Amador	43	_____
10	10/29	Missy Minton	Missy Minton	52	1509 Sullivan Circle J'boro 72404
11	10/29	Britany Turner	Britany Turner	33	404 Britney Ln Jonesboro, AR 72401
12	10/29	Jeika Johnson	Jeika Johnson	33	3416 Bonnie Circle Jonesboro AR 72404
13	10/29	Shilah McFher	Shilah McFher	41	210 Richmond Ave #7 Jonesboro AR 72401
14	10/29	Samatha Brunley	Samatha Brunley	29	_____
15	10/29	Susan Turdel	Susan Turdel	52	5925 Newcastle DR. Jonesboro, AR 72405
16	10/29	Zhane Buckler	Zhane Buckler	24	1412 Links Drive Apt. 5 72404
17	10/29	Danette Yeldell	Danette Yeldell		2924 Noble Dr. 72401
18	10/29	Danisha Gilliam	Danisha Gilliam		411 Keweenaw 72401
19	10/29	Catalina Campos	Catalina Campos	45	1915 Winesap Dr. 72405
20	10/29	Cathy Snyder	Cathy Snyder	56	200 CR 7802 Jonesboro 72401
21	10/29	Jessica Drury	Jessica Drury		
22	10/30	Kellie Haley	Kellie Haley	26	Twilow Creek Lane 72404

	DATE	NAME	SIGNATURE	Age	ADDRESS
23		Shirley			
24		Tanya			
25		April			
26	11/1	Tanisha Trice	Tanisha Trice	37	1200 Links Drive Apt 5
27	11/1	Alisa Hampton	Alisa Hampton	43	1029 Cr 311 Jonesboro 72401
28	11/1	Ray Simmons	Ray Simmons	74	1131 Vine Jonesboro 72401
29	11/1	Jennifer Sanders	Jennifer Sanders	38	612 Candis Jonesboro 72404
30	11/1	Amber	Amber	39	58 Walnut St. Jonesboro
31	11/1	Loi Huggs	Loi Huggs	62	1716 Chickasaw Ave 72409
32	11/2	Olivia Middlecott	Olivia Middlecott	24	103 Meadow Dr. Bono AR 72416 72416
33	11/2	Lois Pazer	Lois Pazer	34	852 Hwy 135
34	11/2	Allison Webb	Allison Webb	21	
35	11/2	Emily Mehe	Emily Mehe	37	846 Hwy Bberry Valley, AR
36	11/2	Paulette Pace			109 Briarcrest. Jonesboro
37	11/2	Mallory Gullett	Mallory Gullett	25	1240 Crepe Myrtle Ave 72405
38	11-3-21	Nellie Gray	Nellie Gray	59	210 CR 620 Jonesboro 72405
39	11/21	Wu Palmer	Wu Palmer	41	510 N Bell St. Jonesboro 72401
40	11/3/1	Emily Mitchell	Emily Mitchell	24	
41	11/3	Connie Thorne			
42	11/3	McCartney Robinson	McCartney Robinson	25	1912 El Dorado Ln Jonesboro, AR 72401
43	11/3	Teresa Morgan	Teresa Morgan	57	411 Silverstone AR 72400
44	11/3	Brenda White	Brenda White	37	3504 Amadale Dr. Jonesboro, AR 72404

	DATE	NAME	SIGNATURE	Age	ADDRESS
45		Jillian			
46		Jenni			
47		Whitney			
48		Christie			
49		Anna Ming	Anna Ming	21	4324 Jenni Lane, Jonesboro AR 72404
50		Jackie			
51		Pamela Femen	Paul		
52		Meredith			
53		Shelby Rand	Shelby Rand	51	1007 Franklin St Lake city AR 72437
54		Lauren Wall	Lauren Wall	32	670 County Road 113 Bono, AR 72416
55		Shannon Locke	Shannon Locke	33	2018 E Johnson Ave, JBAR AR 72401
56		Alex Alex	Alex Alex	22	
57		Tiffany	Ty		1234 Sesame street
58		Hebe			
59		Amber			
60		Chelsea Leija	Chelsea Leija	32	2007A Clark Dr JB 72404
61		Anna Williams	Anna Williams	32	327 Robin St Bono 72416
62		Tamara L.	Tamara L.	24	Alco Lines Dr Apt 3
63		Morgan	Morgan	21	
64		Brianna Stallings	Brianna Stallings	27	308 Randol St
65		Jennifer Williams	Jennifer Williams	46	1115 N Co Rd 185
66		Tasha Will			

	DATE	NAME	SIGNATURE	Age	ADDRESS
67		Nicole Beard		32	
68		Carolyn Ponce		41	1812 Wilkins Ave Jonesboro, AR 72401
69	11/6/21	Katelin Toben		32	/
70		Sherry Ballou		59	
71		Ella McDonald			
72		Jessica Qualls		35	409 Beth Av Bono Ar
73		Holly Cook		37	1268 CR 324 BONO, AR
74		Kristi Korman		/	
75					
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ADDENDUM TO LEASE

ADDENDUM made this 8th day of October, 2021, by and between PMCM, LLC ("Landlord") and MAI of Jonesboro, Inc. ("Guarantor").

WITNESSETH:

WHEREAS, Landlord has entered into a lease with TKLE, INC d/b/a Valentine Nails ("Tenant") in which Tenant is leasing a space which is a part of a Shopping Center located at 1841 East Highland Drive, Jonesboro, Arkansas, and;

WHEREAS, Guarantor wishes to acknowledge by this document its agreement to be jointly and severally liable for all legal obligations of the Tenant under The Lease.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **GUARANTOR TO BE LIABLE**. Guarantor agrees to be personally liable for all obligations owed by the Tenant of any kind arising from a certain lease between the Landlord and the Tenant dated June 26, 2021.

2. **GOVERNING LAW**. Arkansas law shall apply in the event of any dispute between the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

LANDLORD


PMCM, INC.

By: 

Marcus Huffer, President

GUARANTOR

MAI OF JONESBORO, INC.

By: 

Anh Le, President

ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"



Alcohol Beverage Control (ABC)



Medical Marijuana Commission (MMC)

Tr# _____

Name Anh N. Le

This applicant has paid for an Arkansas State and Federal background check. This payment does not include any fingerprinting fees required by an authorized fingerprint harvester.

***** Please present this sheet to the Harvester for fingerprint submission purposes.

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: **Le** First: **Anh** Middle: **N**
Date of Birth: Sex: Race:
Social Security Number: *(not verified, supplied at time of request)*
Home/Mailing Address: **1841 E. Highland Dr. Jonesboro, AR 72401**



Arkansas State Police



- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: **ABC003260467**
Date: **06/15/2021** 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: **Kaylen Gordon On Behalf of Alcoholic Beverage Control**
Representing: **Alcoholic Beverage Control**
Mailing Address: **101 East Capitol, Suite 401 Little Rock, AR 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 three (3) 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.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), dated the 26th day of June, 2021, is between **PMCM, LLC**, an Arkansas limited liability company ("Landlord"), and **TKLE, INC.**, an Arkansas incorporation, doing business as **VALENTINE NAILS** ("Tenant").

W-I-T-N-E-S-S-E-T-H:

That each of the aforesaid parties acknowledges receipt of a valuable consideration from the other and they and each of them act herein in further consideration of the covenants of the other as herein stated. Landlord and Tenant agree as follows:

ARTICLE I

1.1 PREMISES. Landlord does hereby grant, demise and lease unto Tenant the space in located at 1841 East Highland Drive (the "Shopping Center"), City of Jonesboro, Craighead County, Arkansas, as shown on **Exhibit A** attached hereto, consisting of approximately one thousand eight hundred fifty (1,850) rentable square feet, known as Suite E (hereinafter referred to as "Premises"). The rentable area in the Premises is hereby stipulated to be the aggregate amount of square feet hereinabove stated, whether the same should be more or less as a result of minor variations resulting from actual construction and completion of the Premises for occupancy so long as such work is done in accordance with the terms and provisions hereof.

1.2 USE OF PREMISES. The Premises are to be used and occupied continuously throughout the Term hereof for a nail salon, and for no other purpose whatever.

1.3 TERM OF LEASE. The Premises are hereby demised unto Tenant for a period of ten (10) years (the "Term") commencing upon the date which is ninety (90) days following the Delivery Date (as defined in Section 2.2 below) (the "Commencement Date").

1.4 RENT.

(a) Tenant shall pay to Landlord as rent for the Premises during the Term ("Base Rent") a monthly installment, payable in advance on the first day of every month without notice, demand, offset or deduction, and such Base Rent beginning with the Commencement Date. If Base Rent or any Additional Rent (defined below) has not been paid by the fifth (5th) day of the month in which it is due, 10% of the monthly payment will be assessed as a late charge. The amount of each such installment shall be equal to the following:

<u>Years</u>	<u>Rent/Sq. Ft.</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
1-5	\$21.00	\$3,237.50	\$38,850.00
6-10	\$23.00	\$3,545.83	\$42,550.00

(b) Whenever, by the terms of the Lease, Tenant is required to make payments or furnish items at the expense of Tenant, all such additional items required to be paid by Tenant are to be considered as Additional Rent (the Base Rent and Additional Rent collectively referred to herein as "Rent") and Landlord is to have the same rights and remedies upon the nonpayment of such as Landlord has for the nonpayment of the Base Rent provided in this Section 1.4.

(c) The "Common Area" is the part of the Shopping Center designated by Landlord from time to time for the common use of all tenants and their invitees, including among other facilities, parking area,

sidewalks, landscaping, curbs, loading areas, private streets and alleys, lighting facilities, hallways and other areas and improvements provided by Landlord for the common use of all tenants, all of which shall be subject to Landlord's sole management and control and shall be operated and maintained in such manner as Landlord, in its reasonable discretion, shall determine. Landlord reserves the right to change from time to time the dimensions and location of the Common Area. Tenant and its employees, customers and licensees shall have the non-exclusive right and license to use the Common Area as constituted from time to time, such use to be in common with Landlord, other tenants of the Shopping Center and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe. Tenant shall not solicit business or display merchandise within the Common Area, or distribute handbills therein, or take any action which would interfere with the rights of other persons to use the Common Area without the prior written consent of the Landlord. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations, but such repairs or alterations shall be done in a manner so as to cause a minimum of interference with Tenant's business.

Tenant agrees to pay, as Additional Rent, each month for its proportionate share of the cost of operation and maintenance of the Common Area (including without limitation costs incurred for management, lighting, heating, air conditioning, water sewerage, painting, cleaning, snow removal, policing, inspecting, landscaping, repairing, replacing, guarding and protecting the Shopping Center, as well as payment of real property ad valorem taxes and insurance with respect to the Shopping Center) which may be incurred by Landlord in its reasonable discretion (such amounts collectively referred to as "Common Area Expenses"). The proportionate share of Common Area Expenses to be paid by Tenant shall be computed on the ratio that the total square footage of the Premises bears to the total number of square feet of space within the Shopping Center. Landlord shall make monthly charges based upon the estimated annual cost of operation and maintenance of the Common Area, payable in advance but subject to adjustment after the end of the year on the basis of the actual cost for such year.

1.5 SECURITY DEPOSIT. Tenant shall deposit with Landlord the sum of Three Thousand Two Hundred Thirty Seven and 50/100 United States Dollars (\$3,237.50) as a security deposit (the "Deposit"), with the Deposit to be paid upon execution of this Lease. The Deposit shall be held by Halsey Thrasher Harpole Real Estate Group ("Broker"), without liability for or payment of interest thereon, as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease by Tenant to be performed. Landlord shall hold the Deposit in a separate fund. If at any time during the Term any Rent payable by Tenant shall be overdue, or if Tenant fails to perform any of the other terms, covenants or conditions to be performed by Tenant, then Landlord at its option, may appropriate and apply all or any portion of the Deposit to the payment of any such overdue Rent and to the compensation of Landlord for loss or damage sustained by Landlord due to a breach by Tenant as aforesaid, without prejudice to Landlord's other remedies.

1.6 TAXES, SPECIAL ASSESSMENTS, LICENSES, ETC. Tenant shall pay prior to delinquency at any time during the Term of the Lease that they may be imposed, levied or assessed, as Additional Rent: (a) all personal property taxes and special assessments against the Premises or any personal property thereon resulting from the above-described use of the Premises by Tenant; and (b) all license, franchise permit fees or taxes. Landlord shall pay all real property ad valorem taxes with respect to the Shopping Center, subject to reimbursement by Tenant for a proportionate share of such payments, as fully set forth in Section 1.4.

Promptly after demand therefor, Tenant shall furnish to Landlord satisfactory proof of payment of any or all items stated herein which are payable by Tenant.

1.7 DELIVERY AT THE END OF THE TERM. Tenant agrees that on the last day of the Term it shall without notice or demand deliver the Premises, including all improvements and fixtures permanently

attached, and replacements thereto (except those which Tenant may be directed to remove) to Landlord, or Landlord's agent or assignee, in good order and condition. Tenant shall have repaired, at Tenant's expense, all damage to the Premises, ordinary wear and tear excepted. Upon the termination of this Lease, Tenant may remove all of Tenant's personal property. If Tenant does not remove Tenant's personal property from the Premises within five (5) days from the end of the Term, however ended, Landlord may, at its option, remove and dispose of the same as Landlord sees fit, without recourse by Tenant.

ARTICLE II

2.1 DELIVERY BY LANDLORD. Landlord shall deliver the Premises and Tenant shall accept the Premises, "AS-IS, WHERE IS, WITH ALL FAULTS EXCEPTED."

2.2 TENANT WORK. Following the date Landlord delivers the Premises to Tenant (the "Delivery Date"), Tenant shall cause to be performed certain build-out work and improvements to the Premises pursuant to the plans and specifications set forth on **Exhibit B** (the "Tenant Work"). Tenant shall be solely responsible for the cost and expense of the Tenant Work; provided, however, subject to Tenant's delivery of the first installment of Base Rent due hereunder, Tenant's opening for business within the Premises, and Tenant's delivery to Landlord of all invoices for labor and materials incurred by Tenant in connection with the Tenant Work and lien waivers from all contractors performing any portion of the Tenant Work, Landlord shall provide Tenant with an improvement allowance in the amount of Seventy Thousand and No/100 United States Dollars (\$70,000.00) (the "Tenant Allowance"), to cover the cost incurred by Tenant for the Tenant Work. Other than with respect to the Tenant Allowance, Landlord shall have no responsibility for the cost and expense of any of the Tenant Work.

All Tenant Work performed by Tenant within the Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements, the requirements of any contract, or mortgage to which the Landlord may be a party and as to which Tenant has been provided a copy, and in such manner as to cause minimal interference with the transaction of business in the Shopping Center. Tenant agrees to indemnify and hold Landlord harmless against all loss, liability or damage resulting from the imposition of any lien or other encumbrance caused by Tenant's failure to pay any mechanics or materialmen or any other person who may claim entitled to a statutory lien during the term of this Lease, and, further, Tenant shall cause all persons, entities, subcontractors and contractors performing work on the Premises or the Shopping Center to provide Landlord with copies of builder's risk, workman's compensation, general liability and any other insurance deemed necessary to protect Landlord's interest during or after such work, and Tenant shall furnish a bond or other security satisfactory to Landlord against any such loss, liability or damage. Landlord shall be named as an additional insured on all policies of insurance referenced in this paragraph.

In the sole discretion of Landlord, the Tenant Work shall not minimize, adversely affect or void any structural, mechanical, appliance, equipment or other implied or contractual warranty on any portion of the Premises or Shopping Center. If, in Landlord's sole discretion, the Tenant Work does adversely affect or void any implied or contractual warranty, Tenant shall, at Tenant's sole expense, perform all necessary work to restore the Premises or the Shopping Center to a condition satisfactory to Landlord, in Landlord's sole discretion.

2.3 UTILITIES. Tenant shall be responsible for both the procurement and payment of all utilities including, but not limited to, water, electric, gas, cable, internet, telecommunications, and other data services.

Landlord does not warrant that any service will be free from interruptions caused by repairs, renewals, improvements, changes of service, alterations, strikes, lockouts, labor controversies, civil

commotion, riot, accidents, inability to obtain electrical power, fuel, steam, water, supplies or labor or other cause beyond the reasonable control of Landlord. No such interruption of service shall be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, by abatement of rent or otherwise, or relieve Tenant from performance of Tenant's obligations under this Lease. Tenant hereby waives and releases all claims against Landlord for damages for interruption or stoppage of service.

In the event that by agreement with Tenant, Landlord furnishes extra or additional services to be paid for by Tenant, a failure to pay for such services within five (5) days after notice to Tenant shall authorize Landlord, in Landlord's discretion and without further notice, to immediately discontinue such services and terminate any agreement for such services.

Any additional service charges paid by Tenant to Landlord for extra or additional services pursuant to this Section 2.3 shall be subject to adjustment in the same manner as the Rent as provided for in Section 1.4 hereof.

2.4 QUIET POSSESSION. Tenant shall keep and perform all of its covenants under this Lease on the part of Tenant to be performed, and so long as Tenant is not in default under the terms and provisions of this Lease, Landlord shall guarantee to Tenant the quiet, peaceful and uninterrupted possession of the Premises.

ARTICLE III

3.1 LAWFUL USES. Tenant will maintain the 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, conditions and occupancy of the Premises. Tenant shall not directly or indirectly make any use of the Premises which may be prohibited by the same or which may be dangerous to person or property or may increase the cost of insurance or require additional insurance coverage.

3.2 INDEMNITY AND INSURANCE. Tenant is or shall become familiar with the Premises and acknowledges that the Premises is received by Tenant in a good state of repair, accepted by Tenant in the condition in which they are now or shall be when ready for occupancy and that Landlord shall not be liable to Tenant or Tenant's agents, employees, invitees or visitors for any injuries, death or damage to persons or property due to any condition, design or defect in the Shopping Center or the Premises. Tenant accepts the Premises as suitable for the purposes for which the same are leased and assumes all risks of injury, death or damage to persons or property for which Tenant may become legally liable, and agrees that no representations, except such as are contained herein have been made to Tenant respecting the condition of the Premises.

(a) Insurance. Tenant shall at its expense procure and maintain throughout the Term, as Additional Rent, the following insurance policies: (1) commercial general liability insurance in amounts of not less than a combined single limit of One Million and No/100 United States Dollars (\$1,000,000.00)(the "Liability Insurance Amount"), insuring Tenant, Landlord, and Landlord's agents against all liability for injury to or death of a person or persons or damage to property arising from the Tenant's use and occupancy of the Premises; (2) contractual liability insurance coverage sufficient to cover Tenant's indemnity obligations hereunder; (3) insurance covering the full value of Tenant's property and improvements and other property (including property of others) in the Premises; (4) business interruption insurance; and (5) workman's compensation insurance, if applicable. Tenant shall furnish certificates of such insurance and such other evidence satisfactory to Landlord of the maintenance of all insurance coverages required

hereunder, and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least 30 days before cancellation or (if available) a material change of any such insurance. All such insurance policies shall be in form, and issued by companies, reasonably satisfactory to Landlord.

(b) Indemnification. Subject to the provisions herein, Tenant shall defend, indemnify, and hold harmless Landlord and Landlord's agents and their respective shareholders, directors, officers, employees, and partners from and against all claims, demands, liabilities, causes of action, suits, judgments, and expenses (including attorney's fees) for any bodily injury and property damage claims arising on or about the Premises during the Term, or any failure of Tenant to perform or comply with any of the terms of this Lease.

(c) Landlord's Insurance. Landlord shall maintain "special form" property insurance with coverage for the full replacement cost of the Shopping Center and commercial general liability insurance in such amounts and with such deductible amounts as would be maintained by a prudent landlord of similar commercial properties in Craighead County, Arkansas, with such endorsements as Landlord may reasonably require from time to time. Additionally, Landlord may obtain and carry any other form or forms of insurance as it may reasonably desire or as any Landlord's mortgagee may require. Such payments by Landlord for insurance, as well as payment by Landlord of any deductibles paid in connection with claims under such insurance policies, shall be subject to reimbursement by Tenant for a proportionate share of such payments, as fully set forth in Section 1.4.

3.3 WASTE; NUISANCES. Tenant shall not create or allow any nuisance to exist in the Premises, and it shall abate promptly and free of expense to Landlord any nuisance that may arise. Landlord's determination of what constitutes a nuisance shall be binding on Tenant. Tenant shall not commit or permit any waste to be committed on or about the Premises.

3.4 INVALIDATION OF INSURANCE. Tenant shall not suffer anything to be or remain upon or about the Premises which will invalidate any policy of insurance which Landlord may now or hereafter have upon the Shopping Center.

3.5 INCREASED PREMIUMS. Tenant shall not suffer anything to be or remain upon or about the Premises nor carry on nor permit upon the Premises any trade or occupation or suffer to be done anything which may render an increased or extra premium payable for any insurance of the Premises or the Shopping Center against fire, casualty, liability or any other insurable causes, unless consented to in writing by Landlord. Regardless of whether Landlord has so consented or not, Tenant shall pay any such increased or extra premium within ten days after Tenant shall have been advised by Landlord of the amount thereof.

3.6 ALTERATIONS; PROHIBITION ON LIENS. Except as otherwise permitted herein or in the Shopping Center rules and regulations, Tenant shall not have the right to make changes, alterations, or additions to the Premises (including without limitation, floor coverings and fixtures) until Tenant has first obtained Landlord's approval in writing. Such changes, alterations, or additions, when made to the Premises by Tenant, shall at once become the property of Landlord and shall be surrendered to Landlord upon the termination for any reason of this Lease unless otherwise provided for in Landlord's written approval; but this clause shall not apply to movable equipment or furniture of Tenant or such changes, alterations or additions to the Premises as may be removed from the Premises without causing damage thereto other than the diminution in value to the Premises resulting from such removal. If Landlord consents to such improvements, alterations, additions or installations before commencement of the work or delivery of any materials onto the Premises or into the Shopping Center, Tenant shall furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and licenses and indemnification in such form and amount as may be satisfactory to Landlord and waivers of

lien against any and all claims, cost, expenses, damages and liabilities which may arise in connection with the work.

Tenant hereby covenants and agrees not to place or permit to be placed any lien or liens on or against the Premises or the Shopping Center. Further, Tenant does hereby waive, relinquish and disclaim any right or power to cause any lien to attach to the Landlord's interest in the Premises, the Shopping Center and the property, and Tenant does hereby agree to hold harmless, indemnify and defend Landlord from and against any such lien or liens.

3.7 INTENTIONALLY LEFT BLANK

3.8 SIGNS. Other than the sign of Tenant to be placed on the pylon sign in front of the Shopping Center, as well as the one (1) exterior sign to be installed by Tenant (with such sign locations depicted on the attached **Exhibit C**) Tenant shall not paint, display, inscribe, maintain or affix any sign, picture, advertisement, notice, lettering or direction on any area outside the Premises except on the doors of the Premises. Any signage of Tenant must first be approved by Landlord in writing (in Landlord's sole discretion). Any such signage of Tenant shall also comply at all times with any municipal regulations regarding signage. Landlord shall have the right to remove, at Tenant's expense, all signage not approved by Landlord.

3.9 DEFACING PREMISES AND OVERLOADING. Tenant shall not place anything or allow anything to be placed near the glass of any door, partition, wall or window which may be unsightly from outside the Premises, and Tenant shall not place or permit to be placed any article of any kind on any window ledge or on the exterior walls. Blinds, shades, awnings or other forms of inside or outside window coverings, or window ventilators or similar devices, shall not be placed in or about the outside windows in the Premises except to the extent that the character, shape, color, material and make thereof is approved by Landlord, and Tenant shall not do any painting or decorating in the Premises or make, paint, cut or drill into, or in any way deface any part of the Premises or the Shopping Center without the written consent of Landlord. Tenant shall not overload any floor or part thereof in the Premises, or any facility in the Shopping Center or any public corridors or elevators therein while bringing in or removing any large or heavy articles, and Landlord may direct and control the location of safes and all other heavy articles. Furniture and other large or heavy articles may not be brought into the Shopping Center, removed therefrom or moved from place to place within any portion of the Premises or other portion of the Shopping Center or its equipment that would exceed the standard loan limits as set forth in the rules of the Shopping Center.

3.10 REPAIRS. Landlord, at Landlord's expense, shall be responsible for maintenance of the roof, parking lot (excluding restriping), and structural portions of the Shopping Center. Tenant shall, at its costs and expense, be responsible for all other maintenance and repair of the Premises, including without limitation, interior electric and plumbing, any expenses to maintain, repair or replace the heating and air conditioning (HVAC) system serving the Premises, and any equipment installed in the Premises used in the course of Tenant's business. Should Tenant fail to make such repairs or replacements within 15 days of occurrence of such damage or injury, Landlord may, at its option, make such repairs and replacements and Tenant shall pay the cost thereof to Landlord upon demand.

3.11 ASSIGNMENT OR SUBLETTING. Tenant shall not encumber the Premises, assign or sublet this Lease or any part thereof without the prior written consent of Landlord, which consent may be withheld by Landlord for any reason, in Landlord's sole discretion. Notwithstanding any assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the Rent herein specified and for compliance with all of Tenant's other obligations under this Lease.

3.12 ATTORNEY FEES. Tenant shall pay all costs of collection, including reasonable attorney fees, if all or any part of the rent herein is collected with the aid of any attorney; and Tenant shall also pay reasonable attorney fees in the event it becomes necessary for Landlord to employ an attorney to force Tenant to comply with any of the covenants, obligations or conditions imposed by this Lease.

3.13 ENTRY FOR REPAIRS, INSPECTIONS, ETC. Landlord, its officers, agents, partners and representatives, and any mortgagee, secured party or other creditor to whom or for whose benefit a lien against the interest of Landlord in the Shopping Center has been granted as security for the payment of any indebtedness of Landlord, shall each have the right to enter into and upon the Premises at all reasonable times, or in the case of emergency at any time, to inspect the same or make such repairs or alterations as they may deem necessary or desirable. Tenant shall also permit Landlord at all reasonable times or, in case of emergency, at any time to inspect, erect, use and maintain pipes, ducts, conduits and similar devices in, above and through the Premises, and to make any necessary repairs or alterations. Landlord shall be allowed to take all material into and upon the Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part and the rent reserved shall in no wise abate while said repairs and maintenance are being made, by reason or loss or interruption of the business of Tenant, or otherwise.

3.14 SURRENDER OF PREMISES. Upon any termination of this Lease, by expiration, lapse of time or otherwise:

(a) Tenant shall immediately vacate and surrender the Premises to Landlord in good order, condition and repair, reasonable wear and tear or casualty damage to be repaired by Landlord pursuant to Section 4.9 excepted.

(b) Tenant shall surrender all door keys for the Premises to Landlord.

(c) Tenant grants to Landlord full authority and right to enter upon the Premises and take possession thereof.

(d) All installations, decorations, floor covering, fixtures, additions, partitions, hardware, light fixtures, non-trade fixtures and improvements, temporary or permanent, except movable furniture and equipment belonging to Tenant, in or upon the Premises, whether placed there by Tenant or Landlord, shall be Landlord's property and shall remain upon the Premises, all without compensation, allowance or credit to Tenant; provided, however, all such installations, decorations, etc. placed there by Tenant may be removed by Tenant at its sole expense if such removal can be accomplished without causing damage to the Premises other than the diminution in value to the Premises attributable to the installations, decoration, etc. that are removed. Title to any items so removed shall immediately vest in Tenant without any action on the part of Landlord being required.

ARTICLE IV

4.1 RIGHTS RESERVED TO LANDLORD. Landlord shall have the following rights exercisable without notice or demand and without liability to Tenant for damage or injury to property, persons or business (all claims for damage therefor being hereby released by Tenant), and without effecting an eviction or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for setoffs or abatement of rent:

(a) To name the Shopping Center and change the name or street address of the Shopping Center.

- (b) To install and maintain signs on the exterior and interior of the Shopping Center.
- (c) To retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises, and Tenant shall not replace any locks without the prior written consent of Landlord.
- (d) To decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy during the last six months of the Term hereof, provided that Tenant shall have then vacated the Premises, or at any time after Tenant abandons the Premises.
- (e) To enter the Premises at reasonable hours to make inspections, or to exhibit the Premises to prospective tenants, purchasers or others, or for other reasonable purposes.
- (f) To have access to all mail chutes according to the rules of the United States Post Office.
- (g) To take all such reasonable measures as Landlord may deem advisable for the security of the Shopping Center and its occupants, including without limitation, the search of all persons entering or leaving the Shopping Center, the evacuation of the Shopping Center for cause, suspected cause, or for drill purposes, the temporary denial of access to the Shopping Center, and the closing of the Shopping Center after normal business hours and on Saturdays, Sundays and holidays, subject, however, to Tenant's right to admittance when the Shopping Center is closed after normal business hours under such reasonable regulations as Landlord may prescribe from time to time which may include by way of example but not of limitation, that persons entering or leaving the Shopping Center, whether or not during normal business hours, identify themselves to a security officer by registration or otherwise and that such persons establish their right to enter or leave the Shopping Center.
- (h) To decorate and to make at any time or times, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in and to the Premises, the Shopping Center or part thereof as Landlord may deem necessary or desirable and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Premises or any part of the Shopping Center all material and equipment required; and to close or temporarily suspend operation of entrances, doors, corridors, elevators or other facilities, provided that Landlord shall cause only such inconvenience or annoyance to Tenant as is reasonably necessary in the circumstances.
- (i) To do or permit to be done any work in or about the Premises or the Shopping Center or any adjacent or nearby building, land, street or alley.
- (j) To grant to anyone the exclusive right to conduct any business or render any service in the Shopping Center.
- (k) To designate and approve, prior to installation, all types of window shades, blinds, drapes, awnings, window ventilators and other similar equipment, and to approve all internal lighting that may be visible from the exterior of the Shopping Center.
- (m) To have and retain a paramount title to the Premises free and clear of any act of Tenant.
- (n) To sell, assign or transfer all of Landlord's interest in the Lease, without necessity or notice or consent from Tenant, and without relieving itself from its obligations under the Lease for the period it was Landlord.
- (o) To prohibit the placing of vending or dispensing machines of any kind in or about the Premises without the prior written permission of Landlord, and to regulate the use thereof.

4.2 DEFAULT. Any of the following events shall be deemed to be events of default by Tenant under the Lease:

(a) Tenant shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of ten (10) days.

(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 fifteen (15) 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 or any guarantor of Tenant's obligations shall be adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations thereunder and such adjudication shall not be vacated or set aside or stayed within the time permitted by law.

(e) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations and such receivership shall not be terminated or stayed within the time permitted by law.

(f) Tenant shall desert, vacate or abandon any substantial portion of the Premises.

Upon the occurrence of any of such events of default, Landlord 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 Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any loss and damage which Tenant may suffer by reason of such termination, whether through failure to relet the Premises on satisfactory terms or otherwise.

(b) Without terminating this Lease, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, make such alterations and repairs as may be necessary in order to relet the Premises, and relet the Premises or any part thereof for such term and at such rental and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting, the rentals received by Landlord shall be applied: first, to the payment of any indebtedness other than rent hereunder due from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting including brokerage fees and attorney's fees and costs of such alterations and repairs; third, to the payment of any rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than the rent to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord upon demand. No such re-entry or taking of possession by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention shall be given to Tenant; and any attempt by Landlord to mitigate its claim for damages against Tenant by reletting the Premises shall not be construed as a waiver of its right to damages under this section.

(c) To enter upon the Premises, by force if necessary, without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise.

(d) Upon any event of default by Tenant all unpaid rent payments due under the terms of the Lease shall be due and payable immediately upon demand by Landlord.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any 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 Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other or succeeding violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Landlord 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.

4.3 ESTOPPEL CERTIFICATE BY TENANT. From time to time, upon not less than ten (10) days prior request by Landlord, Tenant shall execute and deliver to Landlord and to any other person designated by Landlord a written estoppel certificate stating, among any other thing reasonably requested by Landlord, that: (a) the Lease has commenced and Tenant is paying rent on a current basis in accordance with the terms of the Lease, subject to no offsets or claims and that all Shell Space Work and other obligations of Landlord which are conditions precedent to Tenant's occupying the Premises have been fulfilled, (b) Landlord is not in default under the Lease and no condition exists which with the passage of time will become a default, and (c) no modification or amendment will be made in the Lease without the prior written consent of any mortgagee, secured party or other creditor to whom or for whose benefit a lien against the interest of Landlord in the Shopping Center has been granted as security for the payment of any indebtedness of Landlord.

4.4 SUBORDINATION OF LEASE, ATTORNMENT, NON-DISTURBANCE. This Lease and all rights of Tenant hereunder are subject and subordinate to any deeds of trust, mortgages, security agreements, lease assignments or other instruments of security, as well as to any ground leases or primary leases, that now or hereafter cover all or any part of the Shopping Center, the land situated beneath the Shopping Center or any interest of Landlord therein, and to any and all advances made on the security thereof, and to any and all increase, renewals, modifications, consolidations, replacements and extensions of any of the foregoing. This provision is hereby declared by Landlord and Tenant to be self-operative and no further instrument shall be required to affect such subordination of this Lease. Tenant shall, however, upon demand at any time or times execute, acknowledge and deliver to Landlord any and all instruments and certificates that in the judgment of Landlord may be necessary or proper to confirm or evidence such subordination. Notwithstanding the generality of the foregoing provisions of this Section 4.4, Tenant agrees that any such mortgagee, secured party or assignee shall have the right at any time to subordinate any such deeds of trust, mortgages, security agreements, lease assignments or other instruments of security to this Lease on such terms and subject to such conditions as they may deem appropriate in their discretion. Provided, however, so long as Tenant is not in default in the payment of rent or in the performance of any of the terms of the Lease, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease or any renewal thereof shall not be diminished or interfered with by any aforesaid mortgagee, secured party or assignee. Tenant hereby irrevocably appoints Landlord as attorney in fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instruments. Tenant agrees to

pay all rent due hereunder directly to any aforesaid mortgagee, secured party or assignee, or as Tenant may be directed by the same, upon the receipt of notice from the same that Landlord is in default under their particular security instrument. Tenant agrees in the event it is requested by such mortgagee, secured party or assignee, or any proceedings are brought for the foreclosure or enforcement of any such security instrument, to attorn to the holder of the same and to recognize them as Landlord under this Lease. Tenant agrees to execute and deliver at any time and from time to time upon the request of Landlord any instrument that may be necessary or appropriate in any such event to evidence such attornment. Tenant hereby irrevocably appoints Landlord and the holder of such security instrument, or any of them, the attorney in fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instrument. Tenant further waives the provisions of any statute or law now or hereafter in effect which may give or support to give Tenant any right to terminate or otherwise adversely affect this Lease in the event any such foreclosure proceeding is brought. Tenant and Landlord further agree that any agreement by either of them to pay any leasing commissions in regard to the Lease shall not be enforceable against any party other than the party entering into such agreement, and such agreement shall at all times be subordinate and inferior to the lien of any aforesaid security instrument.

4.5 RENEWAL OR AMENDMENT. Upon written notice to Landlord received by Landlord no less than one hundred eighty (180) days prior to the expiration of the Term or a Renewal Term (the "Renewal Option Notice"), Tenant shall have the right and option (each, a "Renewal Option") to extend the Term for the Premises for three (3) additional and consecutive sixty (60) month periods (each, a "Renewal Term"), on the terms and conditions hereof; provided, however, if Tenant exercises the Renewal Option, the annual Base Rent for the Premises during each Renewal Term shall be an amount equal to ten percent (10.0%) over the annual Base Rent for the immediately preceding Term or Renewal Term, as applicable. If Tenant shall fail to provide a Renewal Option Notice to Landlord in the time set forth herein, then Landlord and Tenant agree the then current Renewal Option shall be deemed to be exercised, and Tenant shall continue as tenant in the Premises for the next Renewal Term pursuant to the terms of this Lease. In Landlord's sole discretion, Tenant shall not be entitled to exercise a Renewal Option for any Renewal Term if Tenant is in default under the terms of this Lease either at the time it provides the Renewal Option Notice, or at the beginning of any Renewal Term. No other amendment of this Lease shall be binding on either party unless it is in writing and signed by Landlord and Tenant.

4.6 HOLDING OVER. Should Tenant or any of its successors in interest hold over the Premises or any part thereof after the expiration of the Term of this Lease, such holding over shall constitute and be construed as a tenancy from month to month only. Tenant will pay as Base Rent on the first day of each month during the holdover period an amount equal to one hundred twenty-five percent (125%) of the rent paid or due to be paid during the last month of the Term of this Lease. No receipt of money by Landlord from Tenant after termination of this Lease shall reinstate or extend this Lease or affect any prior notice given by Landlord to Tenant. Any extension of this Lease shall be in writing signed by Landlord and Tenant.

4.7 WAIVER OF LIABILITY. As part of the consideration for this Lease, Tenant hereby releases Landlord from all liability for damage to any property of Tenant located in or upon the Shopping Center which results from the negligence of Landlord to the extent any such loss or damage is covered by insurance maintained by Tenant. Tenant and Landlord further covenant that any insurance maintained by Tenant shall contain an appropriate provision whereby the insurance company or companies consent to the foregoing release of liability and so waive insurance subrogation rights to the extent of the agreement contained in this Section 4.7.

4.8 COVENANTS TO RUN TO HEIRS, ETC. All covenants, conditions, agreements, and undertakings in this Lease shall extend and inure to the benefit of Landlord and its successors and assigns, and to the heirs, executors, administrators, successors and assigns of Tenant the same as if they were in

every case named and expressed; and except as herein otherwise provided, all said covenants, conditions and agreements shall be binding upon the successors and assigns, heirs, executors, and administrators of the respective parties.

4.9 DAMAGE BY FIRE OR OTHER CASUALTY. If any part of the Premises or a material portion of the Shopping Center which affects Tenant's occupancy is rendered untenantable by fire or other casualty, Landlord may elect (a) to terminate this Lease as of the date of the fire or casualty by notice to Tenant within sixty (60) days after the date, or (b) to repair, restore or rehabilitate the Shopping Center or the Premises at Landlord's expense, in which event this Lease shall not terminate but rent shall be pro-rated for that portion of the Premises that are untenantable and abated on a per diem basis for that portion of the Premises that is untenantable. If such damage is due to an act or omission of Tenant, then Landlord shall have such rights as are set forth herein at Tenant's cost and expense. In the event of termination of this Lease pursuant to this Section 4.9, rent shall be apportioned on a per diem basis and paid to the date of the fire or casualty. Further, Landlord shall carry all risk property damage insurance with flood and earthquake endorsements for the full replacement value of the Shopping Center with Tenant as an additional insured as its interest may appear.

4.10 CONDEMNATION. If the land or the Shopping Center, or any part thereof, or any interest therein, be taken by virtue of eminent domain or for any public or quasi-public use or purpose, Landlord shall have the right to terminate this Lease at the date of such taking or within six months thereafter by giving Tenant thirty (30) days' prior notice of the date of such termination. Any interest which Tenant may have or claim to have in any award resulting from any condemnation proceedings shall be limited solely to the unamortized value of any permanent improvements to the structure of the Shopping Center paid for directly by Tenant and any claim for furniture or equipment of any nature whatsoever shall be excluded. All other condemnation awards, including but not limited to any award made on the basis of the leasehold estate created by this Lease, shall be the sole and separate property of Landlord.

4.11 NOTICES. Any notice required or desired to be given in connection with this Lease shall be in writing sent by certified mail, postage prepaid. Such notices shall be sent to the persons at the addresses reflected below or any other persons or addresses designated in writing by any such person entitled to receive notice pursuant to the terms of this Lease:

LANDLORD: **PMCM, LLC**
2304 Stonebridge Drive
Jonesboro, Arkansas 72401
Attention: Pam Huffer

With a copy to: **HALSEY THRASHER HARPOLE REAL ESTATE GROUP**
301 West Washington Avenue, Suite 200
Jonesboro, Arkansas 72401
Attention: Jerry L. Halsey Jr.

TENANT: **TKLE, INC. D/B/A VALENTINE NAILS**
1841 East Highland Drive, Suite D
Jonesboro, Arkansas 72401
Attention: Tuan Le and Anh Le

It shall be the obligation of all persons entitled to receive any notice pursuant to this Lease to provide proper names and addresses to the person required to give such notice. All persons required to

give such notices shall be deemed to have satisfied their duties to give notice by giving notice to the name at the address so provided. If no name and address is given by a mortgagee, secured party or other creditor then Tenant and Landlord have no duty to give notice to that particular mortgagee, secured party or other creditor failing to give the proper name and address until such is provided.

4.12 EXHIBITS AND EFFECTIVE DATE. Submission of the Lease for examination does not constitute a reservation of or option for leasing the Premises. The Lease becomes effective only upon execution and delivery by both Landlord and Tenant and approval by Landlord's mortgagee where such approval is required. All exhibits and riders attached to this Lease and initialed by Landlord and Tenant are incorporated into and made a part of this Lease.

4.13 TIME OF THE ESSENCE. Time is of the essence with respect to all provisions of this Lease.

4.14 EXTENSION; PARTIAL PAYMENT; NO ACCORD AND SATISFACTION. It is agreed that, should Landlord, at its option, either extend the time of payment or accept partial payment of one or more of the Base Rent installments or other monetary obligations hereunder, such shall not be construed as a waiver of or an alteration of the terms of payment of any subsequent installments or obligations. After the service of any notice or commencement of any suit, or final judgment therein, Landlord may receive and collect any rent due and such collection or receipt shall not operate as a waiver of nor affect such notice suit or judgment. No payment by Tenant or receipt by Landlord of a lesser amount to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity.

4.15 REAL ESTATE AGENT. Tenant and Landlord represent that, except as set forth in this Section 4.15, neither Tenant nor Landlord have dealt with any broker, finder, or the like in connection with this Lease, and each party agrees to indemnify and hold the other party harmless from all damages, liability and expense (including reasonable attorneys' fees) arising from any claims or demands of any other broker or brokers or finders for any commission alleged to be due such broker or brokers or finders in connection with its participating in the negotiation of this Lease.

This Lease was negotiated by Broker, acting as agent for Landlord and does not represent Tenant. Landlord agrees to pay Broker a commission pursuant to separate agreement.

4.16 SECURITY AGREEMENT. Tenant hereby grants to Landlord a security interest in all inventory, equipment, fixtures, trade fixtures, improvements, and merchandise now or hereafter located in the Premises, solely except merchandise carried in stock for sale which may be brought onto the Premises, and all proceeds and accounts receivable therefrom ("Collateral"), to secure the payment and performance of Tenant's obligations set forth in this Lease. Within ten (10) days after Landlord's request, Tenant shall execute any documents necessary for Landlord to secure its security interest in the Collateral. In addition, Tenant hereby appoints Landlord its true and lawful attorney-in-fact in its name or otherwise to execute and file any financing statement(s) on behalf of Tenant and to do any and all acts and to execute and file any and all documents which may be necessary to realize, perfect, continue, preserve, and protect the security interest upon the Collateral. Upon the occurrence of any Event of Default, Landlord shall be entitled to exercise all of the rights and remedies of a secured party under the Arkansas Uniform Commercial Code, including without limitation the power to sell such Collateral at a public sale, and to apply all amounts realized therefrom to the payment of the accrued rent or to the claim or claims of Landlord from damages. Reasonable attorneys' fees of Landlord in enforcing any right or exercising any remedy pursuant to this Section shall be deemed a part of the obligation secured hereby.

4.17 CAPTIONS. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

4.18 ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties hereto with respect to the matters contained herein and no other representations, promises or agreements, oral or otherwise, have been made between the parties.

4.19 WARRANTY OF TITLE. Landlord hereby warrants and covenants with and unto Tenant that it has an absolute and indefeasible title to the Premises, and that Landlord will, during the term hereof and the full performance by Tenant of Tenant's obligations and covenants hereunder, defend the same and hold harmless Tenant against the lawful claims of any and all persons whomsoever.

4.20 GUARANTY. The full performance and payment of Tenant's obligations under this Lease are expressly guaranteed by **Tuan Le and Anh Le** (collectively "Guarantor"), who are principals of Tenant, and whom Tenant acknowledges and agrees are receiving a direct benefit as a result of this Lease with Tenant, pursuant to the form of guaranty attached hereto as **Exhibit D** (the "Guaranty").

IN WITNESS WHEREOF, the above named Landlord and the above named Tenant have executed this instrument on the day and year set forth above in this Lease.

LANDLORD:

PMCM, LLC,
an Arkansas limited liability company

By: Marcus Hoffer
Name: Marcus Hoffer
Title: _____

TENANT:

TKLE, INC., D/B/A VALENTINE NAILS
an Arkansas incorporation

TUAN LE

ANH LE

EXHIBIT A

TV

[LEGAL DESCRIPTION/DEPICTION OF THE PREMISES]



EXHIBIT B
[TENANT WORK]

12

TENANT FINISH FOR:
VALENTINE NAILS
KEY PLACE STRIPCENTER
1841 E. Highland #6118 * Jonesboro, Arkansas 72401

<p>SCHEDULE OF FINISH SPECIFICATIONS</p> <p>GENERAL FINISHES: WALLS, CEILING, FLOOR, PAINT, etc.</p>		<p>MECHANICAL OPERATIONS AND APPROVALS</p> <p>MECHANICAL, ELECTRICAL, PLUMBING, etc.</p>		<p>LOCAL FINISH SPECIFICATIONS</p> <p>LOCAL CODES, REGULATIONS, etc.</p>		<p>GENERAL NOTES</p> <p>GENERAL NOTES, SPECIFICATIONS, etc.</p>		<p>GENERAL NOTES</p> <p>GENERAL NOTES, SPECIFICATIONS, etc.</p>		<p>GENERAL NOTES</p> <p>GENERAL NOTES, SPECIFICATIONS, etc.</p>		<p>GENERAL NOTES</p> <p>GENERAL NOTES, SPECIFICATIONS, etc.</p>	
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VALENTINE NAIL SALON

EXHIBIT B
[TENANT WORK]

12

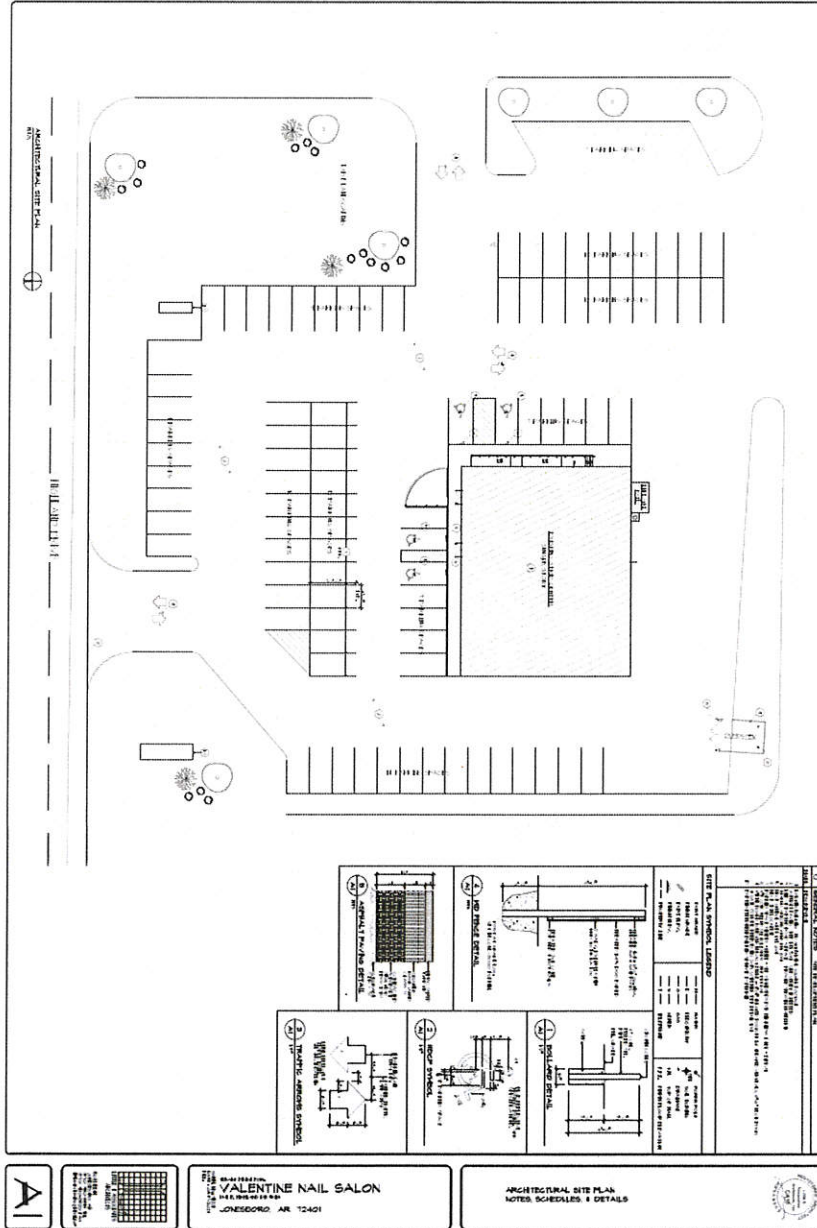
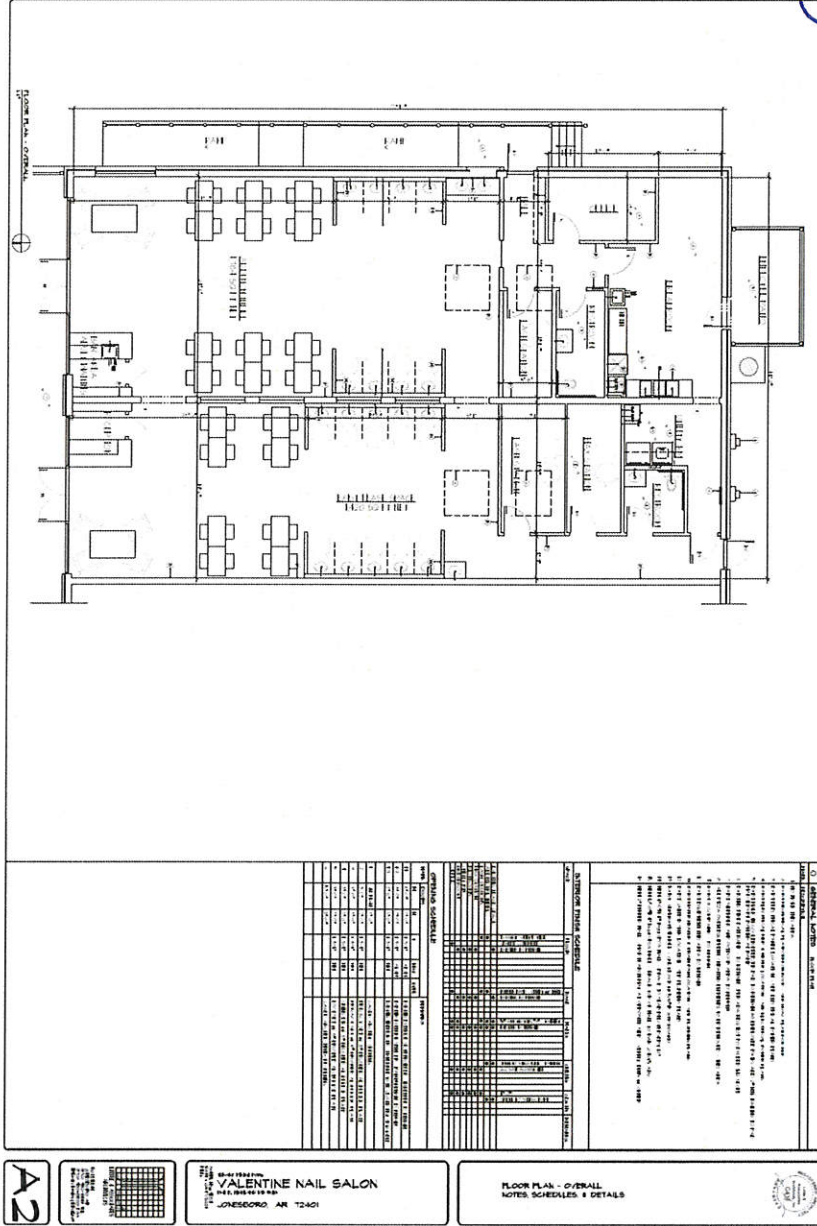
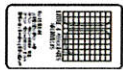


EXHIBIT B
[TENANT WORK]

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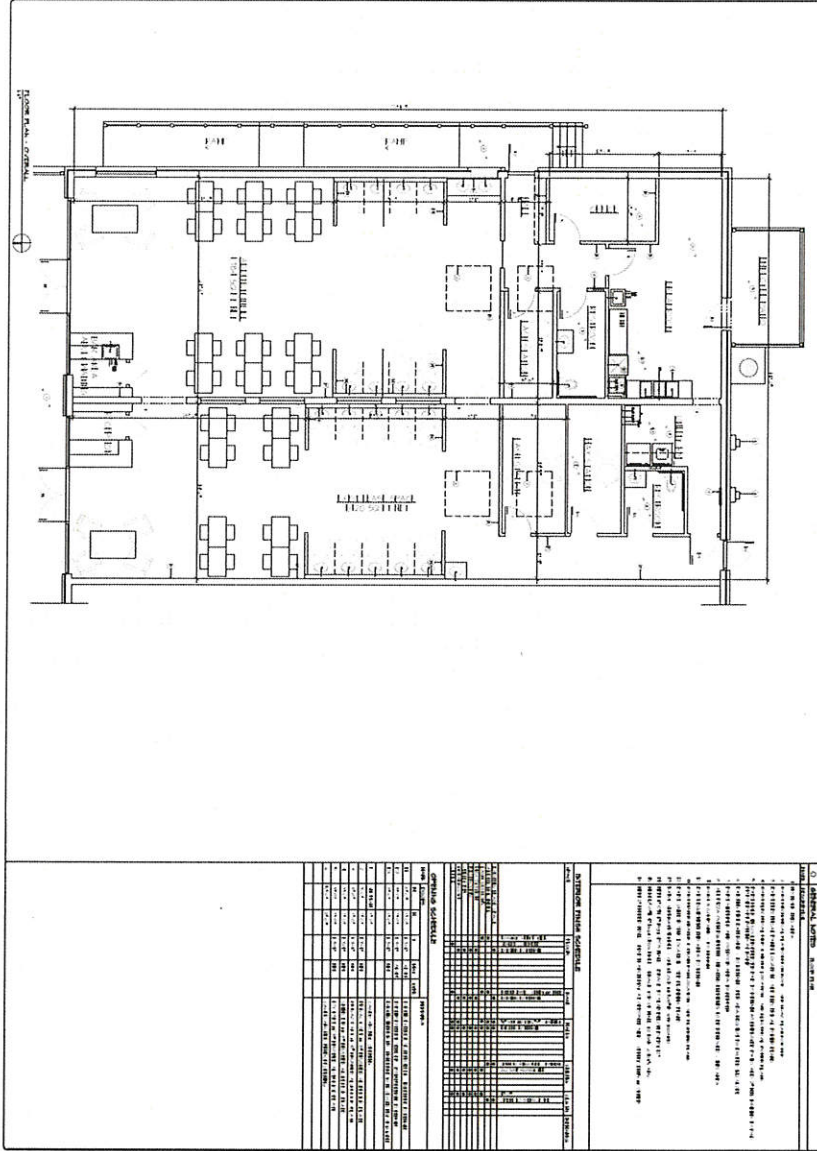
A2



VALENTINE NAIL SALON
JONESBORO, AR 72401

FLOOR PLAN - OVERALL
NOTES, SCHEDULES & DETAILS

EXHIBIT B
[TENANT WORK]



A2		VALENTINE NAIL SALON 1000 S. JONESBORO AR 72401	FLOOR PLAN - OVERALL NOTES, SCHEDULES & DETAILS
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EXHIBIT B
[TENANT WORK]



Arkansas Department of Health

4815 West Markham Street • Little Rock, Arkansas 72205-3867 • Telephone (501) 661-2000
Governor Asa Hutchinson
José R. Romero, MD, Secretary of Health

August 19, 2021

Brittany Mortin
Little & Associates
501 Union Street
Jonesboro, AR 724 1
(870) 284-4054
bmortin.mds@gmail.com

RE: Project # 115453 PD# 21-1211
Valentine Nail Salon
1841 E Highland Ste 6118
Jonesboro, AR

The plans and specifications for the above referenced project have been reviewed and approved by the Plumbing and Natural Gas Section of the Arkansas Department of Health. No deviations from the accepted plans, specifications and/or addenda will be permitted during construction except by prior written acceptance. This approval is valid for one (1) year from the date on this letter or this acceptance must be re-validated by contacting this office referring to the above referenced file numbers. **Note:** Plans & specifications will be discarded after completion of the review and in no case be retained for more than a six (6) month period.

This approval letter is for the **plumbing portion of this project only**. The architect, engineer, designer, or agent of the owner shall provide all contractors a copy of this letter. Swimming pools, public water/sewer extensions, fire protection systems, sewage disposal systems, and water wells are regulated by other sections of the Arkansas Department of Health, and are subject to plan review approval before construction begins; and furthermore, this letter shall serve as a provisional approval for food service until an official review is completed, if applicable. For more information for food service requirements, please contact Environmental Health Protection at (501) 661-2171.

All plumbing and gas work shall meet minimum state plumbing code standards and be performed by a duly licensed master plumber. While every effort is made to ensure these plans and specifications meet the plumbing & gas codes, the final approval for this project rests with the onsite inspection of the plumbing & gas systems by the certified plumbing inspector. Please refer to any attached comments with this letter regarding required changes or the need for additional plumbing.

For more information regarding this approval, please contact us at (501) 661-2642.

Sincerely,

Josh Hazlewood, Plan Review Examiner
Plumbing & Natural Gas Section
Protective Health Codes

CC: Matt Myers State Plumbing Inspector
Municipal Plumbing Inspector

PROTECTIVE HEALTH CODES * 4815 W. MARKHAM ST., SLOT # 24 * LITTLE ROCK, ARKANSAS 72205-3867

EXHIBIT B
[TENANT WORK]

12

Project Comments and / or Needed Corrections

Project ID: 116453

PD # 21-1211

Project Name: Valentin Nail Salon

1. Wastes detrimental to the public sewer system or to the functioning of the sewage-treatment plant shall be treated and disposed of in accordance with Section 1003 as directed by the code official. ASPC 701.5

EXHIBIT C

TL

[DEPICTION OF THE SIGN]



EXHIBIT D

[FORM OF GUARANTY]

GUARANTY

IN CONSIDERATION of the execution and delivery of the attached Lease dated June 26th, 2021, by and between **PMCM, LLC**, an Arkansas limited liability company ("Landlord"), and **TKLE, INC.**, an Arkansas incorporation, doing business as **VALENTINE NAILS** ("Tenant"), the undersigned **TUAN LE AND ANH LE** (collectively referred to herein as the "Guarantor"), having an address for notice at 1841 East Highland Drive, Suite D, Jonesboro, Arkansas 72401 hereby absolutely and unconditionally guarantees to Landlord, its successors and assigns, the payment of all Rent as defined in the within Lease and the performance and observance by Tenant of its covenants and agreements therein contained, for which the undersigned shall be jointly and severally liable with Tenant. Guarantor hereby expressly waives notice of all defaults and hereby waives all suretyship defenses. Guarantor agrees that the waiver of any rights by Landlord against Tenant arising out of defaults by Tenant, shall not in any way modify or release the obligations of Guarantor.

The undersigned agrees that, in the event of a default by Tenant under the Lease, Landlord may proceed against the undersigned before, after or simultaneously with or in lieu of proceeding against Tenant.

If Landlord, at any time, is compelled to take action, by legal proceedings or otherwise, to enforce or compel compliance with the terms of this Guaranty, the undersigned shall, in addition to any other rights or remedies to which Landlord may be entitled hereunder or as a matter of law or in equity, pay to Landlord all costs, including reasonable attorneys' fees, incurred or expended by Landlord in connection therewith.

In the event the Lease is disaffirmed by a trustee in a bankruptcy proceeding for Tenant, the undersigned agrees that it shall, at the election of Landlord, either assume the Lease and perform all of the covenants, terms and conditions of Tenant thereunder or enter into a new Lease which said new Lease shall be in form and substance identical to the Lease.

This Guaranty, the Lease and all amendments and modifications thereto, except as set forth in the Lease or in any such amendment or modification, shall be binding upon Guarantor. If the Lease is assigned, Guarantor waives any requirement that Guarantor reaffirm this Guaranty in order for Guarantor's obligations under this Guaranty to continue to be binding on Guarantor following any such assignment of the Lease, but Guarantor shall not be liable for any increase in Tenant's obligations under the Lease, which increase shall occur following: any assignment of the Lease by the Tenant named in the Lease; or any assignment of the ownership interests in the Tenant named in the Lease to any entity which is not affiliated with Tenant.

This Guaranty shall inure to the benefit of the Landlord and its heirs, legal representatives, successors and assigns; and shall be binding upon the Guarantor and its heirs, legal representatives, successors and assigns.

For purposes of this Guaranty, the word "Tenant" shall also include the successors, heirs, executors, personal representatives, trustees, guardians, conservators and permitted assigns of Tenant.

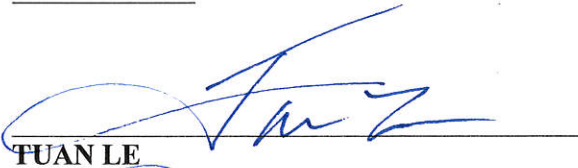
This Guaranty shall be governed by and construed in accordance with the laws of the State of Arkansas.

IN THE INTEREST OF OBTAINING A SPEEDIER AND LESS COSTLY HEARING OF ANY DISPUTE, LANDLORD AND GUARANTOR EACH HEREBY EXPRESSLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSSCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER AND ANY RIGHTS TO A TRIAL BY JURY UNDER ANY STATUTE, RULE OF LAW OR PUBLIC POLICY IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THIS GUARANTY OR THE LEASE. Although such jury waiver is intended to be self-operative and irrevocable, Landlord and Guarantor further agree, if requested to confirm such waivers in writing at the time of commencement of any such action, proceeding, counterclaim, or crossclaim.

The individual signing below on behalf of Guarantor hereby represents and warrants that he is fully authorized to do so, and has obtained all necessary approvals and authorizations therefor, with knowledge that Landlord is relying thereupon.

IN WITNESS WHEREOF, THIS GUARANTY IS EXECUTED AS OF THE 26TH DAY OF JUNE, 2021.

GUARANTOR:



TUAN LE



ANH LE



Search Incorporations, Cooperatives, Banks and Insurance Companies

Notice: This is only a preliminary search and no guarantee that a name is available for initial filing until a confirmation has been received from the Secretary of State after filing has been processed

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LLC Member information is now confidential per Act 865 of 2007

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For service of process contact the [Secretary of State's office](#).

Corporation Name	UMAI SUSHI & GRILL IN JONESBORO, INC.
Fictitious Names	
Filing #	811218505
Filing Type	Nonprofit Corporation
Filed under Act	Dom Nonprofit Corp; 1147 of 1993
Status	Good Standing
Principal Address	1841 E HIGHLAND, SUITE B JONESBORO, AR 72401
Reg. Agent	ZHEN ZHOU
Agent Address	5702 SLIMBRIDGE DRIVE. JONESBORO, AR 72401
Date Filed	09/23/2019
Officers	STEPHEN E. MORLEY , Incorporator/Organizer ZHEN ZHOU , Director ZHENCHUN WENG , Director QISUI WENG , Director
Foreign Name	N/A
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](#)