



City of Jonesboro Private Club License Transfer/ Change of Business Review and Conditions Form

Date 4-5-22 Non-Profit Corp. N.E.A. Fraternal Order of Eagles
Address 2912 Gilmore DR.
Applicant on Behalf of Club Amy Lynn Bounds
Home Address 303 Gavin DR. Paragould AR
Business Name N.E.A. Fraternal Order of Eagles
Current Business Address _____
Proposed Change of Business Address/Use 1700 S. Caraway

City of Jonesboro official use below this:

Police Department: Does applicant meet requirements of ABC in regard to background check? Yes No on file w/ ABC
Has Non-Profit complied with City of Jonesboro laws? Yes No

Comments: Change of location -

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

Planning and Zoning Department:

Type of Private Club: _____

Zoning C-3

Meets requirements for distance from churches/schools? Yes No

No _____

Approve? Yes No Signature Planning Director [Signature]



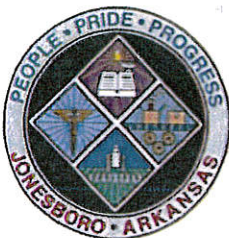
City Clerk:

Date received _____

Date entered in Legistar _____

City Council Action

Approve _____ Deny _____



APPLICATION FOR TRANSFER OF LOCATION OF PRIVATE CLUB PERMIT
MUST BE NON-PROFIT CORPORATION
On file at Arkansas Secretary of State's Office

1. Answer all questions correctly and in full. **PLEASE PRINT IN INK OR TYPE.**
NOTE: FORMS MUST BE NOTARIZED.
2. Application fee is \$50 and must be submitted with this application.
3. Applicant must be a citizen of the United States or a permanent resident alien (must provide a copy of green card), and a resident of Arkansas.
4. The following additional materials must be submitted with your application:

The address where the business will be located. If the non-profit corporation does not own the property, a copy of the lease, option to lease, option to purchase, or buy-sell agreement in favor of the non-profit corporation must be attached.

MAIL OR DELIVER DIRECTLY TO:

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

We hereby make an application to transfer our permit to serve alcoholic beverages to another premises within the city of Jonesboro.

North East Arkansas Fraternal Order of Eagles 01349-01
Non-Profit Corporation #3354 PERMIT #

APPLICANT ON BEHALF OF CLUB Amy Lynn Bounds
First Middle Last

HOME ADDRESS 303 Gavin Dr. Paragould 72450 Greene
Street City Zip County

BUSINESS NAME Northeast Arkansas Fraternal order of Eagles #3354

BUSINESS ADDRESS 1700 S. Caraway Jonesboro AR 72401 Craighead
Street City Zip County

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

JAA LLC - 1805 Greenspoint Cove Jonesboro AR 72401

Is your establishment primarily engaged in the business of serving food for consumption on the premises?

No not as a primary

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.

food, alcohol, live music, theme nights same as currently on our permit

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

To my knowledge there is not a permit anymore

I certify the following (check any which are applicable):

No private club permit exists at the proposed location.

Existing permit for this location will be surrendered for cancellation upon the issuance of new permit.

Existing permit has been previously surrendered.

I, Amy Bounds, do hereby acknowledge that all answers submitted are true and correct to the best of my knowledge.

Signed this 5 day of April, 2022.

[Signature]

Signature of Applicant/Managing Agent

Bar Manager / Permit Holder

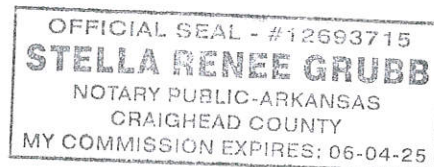
Official Title

Subscribed and sworn to before me this 5th day of April, 2022.

[Signature]

Notary Public

My Commission Expires: June 4, 2025



LEASE AGREEMENT

THIS AGREEMENT is made and entered into on March 31, 2022 (the "Effective Date"), by and between JAA LLC (hereinafter collectively called "Landlord", and Fraternal Order of Eagles, Aerie 3354, "Tenant", upon the terms and conditions contained herein.

1. Premises. Landlord, for and in consideration of the covenants, conditions, agreements and stipulations of the Tenant, leases to Tenant and Tenant leases from Landlord the following described premises, consisting of approximately 6700 square feet, situated in Jonesboro, Craighead County, Arkansas, and more particularly described as follows, with all tenements and appurtenances thereunto belonging or in any way appertaining, (hereinafter called the "Premises"):

The Premises known as 1700 South Caraway Road, Jonesboro, Arkansas 72401.

2. Term.

(a) Original Term. The original term of this Lease shall be for a period of five (5) years, commencing as of the Effective Date set forth above, and ending on the fifth anniversary thereof (the Original Term:).

(b) Additional Term. Upon the expiration of the Original Term, or any subsequent Additional Term (as defined below), and provided Tenant is not then in default, this Lease may be extended for an additional term of five (5) years (the Additional Term") upon the same terms and conditions as herein set forth, except for the Monthly Rental (as defined below) amount, unless Tenant or Landlord shall notify the other not less than thirty (30) days prior to the expiration of the then current term of its intention to terminate this Lease. This renewal may occur for up to two (2) Additional Terms.

3. Use. The Premises Shall be used solely by Tenant for operation a local branch (aerie) of the Fraternal Order of Eagles, Aerie 3354, such operation being a restaurant and licensed bar, catering and fundraising, and for no other purposes without the prior written consent of Landlord.

4. Monthly Rental.

(a) Original Term. During the Original Term of this Lease, Tenant shall pay to Landlord Monthly Rental, in advance, on the first day of each and every calendar month during the Original Term of this Lease beginning April 1st, 2022 (the "Rent Commencement Date") according to this schedule:

First year (months 1 through 12)—\$6500/month;
Second year (months 13 through 24)—\$7000/month;
Third year (months 25 through 36)—\$7500/month;
Fourth & fifth years (months 37 through 60)—\$8000/month.

(b) Additional Term. During any Additional Term of this Lease, the Monthly Rental shall be as follows:

First Additional Term: \$9,000.
Second Additional Term: \$10,000.

The Monthly Rental shall be paid in advance at the address specified for Landlord below, or at such other place as Landlord designates to Tenant in writing, without prior demand, any abatement, deduction, or set-off. The first rental payment shall be due on the Commencement Date. Rent for any period of less than one month shall be apportioned based on the number of days in that month. In the event Tenant should fail to pay any rental installment within ten (10) days of the due date thereof, there shall be added to any such installment a late charge equal to ten percent (10%) of the installment amount then due. Tenant acknowledges that time is of the essence in the payment of the rental and performance of Tenant's other obligations under this Lease.

5. Security Deposit. Security Deposit is \$6500. Landlord shall retain this deposit as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. In the event that Tenant defaults in respect of any of the terms, provisions, and conditions of this Lease, including but not limited to, payment of any rentals, then the Landlord may use, apply, or retain the whole or any part of the security deposit for the payment of any rentals in default or for any other sum the Landlord may expend or be required to expend by reason of the Tenant's default, including any damages or deficiency in the reletting or preparation for the Premises for reletting, whether such damages or deficiencies may accrue before or after summary proceedings or other re-entry by Landlord. If the Tenant shall fully and faithfully comply with all terms, provisions, covenants and conditions of this Lease, the security deposit or any balance thereof shall be returned to the Tenant after the time fixed as the expiration of this Lease. The Tenant shall not be entitled to any interest on the security deposit.

6. Taxes. Tenant hereby agrees to pay all taxes and assessments of every nature, kind and description levied and assessed against the Premises at least thirty (30) days prior to the due date thereof during the term hereof and prorated for any partial year of the term. Tenant shall provide evidence of each payment to Landlord. Tenant shall also be responsible for all taxes attributable to the property of Tenant on the Premises and for all license, privilege and occupation taxes, levied, assessed, or charged against Tenant on account of operation of the business on the Premises.

Craighead County property tax for the Premises are billed to Landlord in April for the calendar year preceding the year of billing (2022 taxes will be billed in April 2023), and the Landlord pays the tax to the taxing authority. Landlord will present promptly to Tenant a copy of this tax billing, to be paid to Landlord within sixty (60) days of receipt, the tax for the initial calendar year of Lease being prorated. An installment for Tenant's prorated portion in the final year shall be due with the last monthly rental.

7. Insurance. Tenant, at its expense, from and after the date of execution of this Lease, shall maintain insurance with an Arkansas

admitted and licensed carrier covering the Premises, for \$500,000 or, at Tenant's option, full replacement cost, against loss or damage due to any peril, general or specific, such as fire, tornado, explosion, wind or rain, including damage due to neglect or criminal or other unlawful behavior, allowing extended coverage and supplemental contract endorsements in amounts sufficient to meet co-insurance requirements of the policies.

Tenant shall also maintain at its expense direct risk of loss insurance on all its personal property including removable trade fixtures located on the Premises. All such insurance policies shall name Landlord and Tenant as the insured parties, as their respective interests may appear. Tenant shall be solely responsible for satisfying any deductibles with regard to such insurance and shall hold Landlord harmless with respect thereto. Upon execution of this Lease, Tenant shall deliver to Landlord certificates of insurance evidencing the insurance required to be maintained by Tenant hereunder and, within thirty (30) days before any such insurance expires, certificates evidencing its renewal.

8. Condition of Premises. Tenant acknowledges: the main building of the Premises, built about 1976, still has much of its original foundation, exterior walls, roof, electrical system and breaker panel, plumbing and a/c ductwork, and that the building was extensively refurbished after 2016 with new restrooms, laminate flooring, fenced patio, and metal roof; has no sprinkler system; exterior and interior all recently repainted; attached and properly working 40-foot walk-in cooler; outdoor freezer box used only for storage. Tenant accepts Premises "as is", with no commitment from Landlord to do any further upgrades or maintenance except as noted under paragraph 9, Repairs and Maintenance.

9. Repairs and Maintenance. Tenant concurs this is a triple-net lease (Tenant paying all taxes, insurance, and maintenance); Tenant is encouraged to inspect all systems and bring any discovered issue to attention of Landlord for resolution prior to move-in. Landlord agrees to perform major systems checks, then pay for these inspections and potential needed repairs during initial Lease term:

Landlord, at his expense, will have his contract professionals do the following, submitting (ideally by email) the results of their inspections and tests to the Landlord so they can be relayed to Tenant:

A. Plumbing. All intake water lines, outflow sewer lines, and plumbing fixtures will be inspected, tested, repaired if needed. The intake water line above kitchen ceiling is capped at central swing door. Tenant may extend this line to west half of kitchen at Tenant's expense. The grease trap, both initial cleaning and regular maintenance, is Tenant's responsibility.

Landlord and plumber will test all kitchen drain lines, noting which are open and adequate for draining all kitchen floor waters out of the building. If a kitchen floor drain is closed, Landlord and Tenant will come to agreement whether or not to leave it closed, considering plumber's suggestion about drainage.

The Premises do not have a sprinkler system. Landlord will contact Jonesboro City inspectors such as supervisor Tim Renshaw to ensure building will pass inspection.

All lines and hoses in the building designed for dispensing sodas and waters are Tenant's responsibility to clean, modify, upgrade, or replace as desired, at Tenant's expense.

B. Electrical. Electrician to perform standard building inspection to ensure all electrical lines and supply devices are up to code and properly functioning. Exterior lighting and signage is Tenant's responsibility and Tenant bears all costs of any desired modifications or upgrades. Breaker panel and timer boxes to remain "as is", though electrician may upgrade or replace any circuit or breaker as needed. Tenant is responsible for checking individual circuit breakers at move-in and labeling them as desired.

C. Air Conditioning (a/c). The Premises come with four a/c units installed on roof above kitchen, servicing the kitchen, central dining room and west dining room. A fifth unit on ground serves the east dining room. No ductwork supplies the northside storage room with the drive-through window; its a/c needs are served by a window unit.

Landlord offers no analysis or suggestions about ductwork above the room ceilings, as ductwork may have been reconnected to various registers during refurbishing of the Premises. Tenant is allowed to modify ductwork, as its expense, to satisfy Tenant's airflow needs. Tenant is responsible for maintenance and changing of all a/c filters.

Landlord will, prior to start of Lease term, have a licensed a/c technician inspect all five a/c units, attempt to determine or at least approximate the age of each unit, thereby having a rough guess of remaining years service for each unit. If technician finds any unit component, such as fan turbine, fan motor, compressor, or heater (furnace) has failed or is almost certainly going to fail during operation in 2022, Landlord will replace at his expense that component.

Landlord will, prior to start of initial Lease term, also pay all costs incurred by a/c technician in servicing, cleaning, repairing each a/c unit to make it function properly. Once the Landlord has ensured all a/c units have been serviced and are functioning properly as evidenced by a billing statement from a licensed HVAC technician, prior to start of Lease term, normal servicing and routine maintenance will be solely Tenant's responsibility.

Since a/c components fail unpredictably, Landlord agrees, during first year (first twelve months) of Lease, to pay HALF the total cost (parts and labor) of any unit component failure requiring replacement. Landlord retains right to select a/c company to perform any and all a/c work. Landlord also retains right to decide whether an a/c unit component needs replacement rather than only repair in order to provide completely adequate cooling and heating it was designed to provide. Normal servicing and routine maintenance, such as cleaning and refrigerant replenishment, are Tenant's responsibility.

Tenant accepts responsibility, and all modification costs, for controlling airflow throughout the building, such as changing fan speeds or modifying ductwork, to satisfy Tenant's a/c needs.

The forty-foot walk-in cooler attached to kitchen has been serviced; it functioned normally during November, 2021. Tenant may use this cooler unit and is responsible for its upkeep, bearing all costs.

Tenant may use the 25-foot vent hood with fans (exhaust and make-up air) and any associated metal filters found on the Premises, provided Tenant pays all costs of installing and maintaining the vent hood's fire suppression system.

Tenant, at its expense, may also use the Landlord's dishwasher tables sitting in kitchen, connecting them as desired to a commercial-grade dishwasher.

Other than what has been previously specified and described in this paragraph, Tenant, at its expense, shall promptly make all necessary repairs and replacements to the Premises, whether interior or exterior, ordinary or extraordinary, structural or non-structural, as and when necessary. Such obligation shall extend to repairs and replacements to the pipes, heating and plumbing systems, window glass, fixtures, and all other appliances and their appurtenances, as well as to all equipment used in connection with the Premises, and the sidewalks and curbs adjoining or appurtenant thereto. Tenant shall change all HVAC system filters on a regular basis. The quality of repairs and replacements must equal or exceed the original work. If Tenant defaults in making such repairs or replacements, Landlord may make them for Tenant's account, and all expenses thereof shall constitute and be collectible as additional rent.

Roof. During first twelve months of Lease, Landlord assumes responsibility for maintaining roof, both any remaining parts of original shingle roof and the new metal roof, to ensure there are no leaks of water through roof into building. If any leak is identified by Tenant during its first twelve months of occupancy, Tenant will notify Landlord for its prompt remedy, except that any leak caused by weather or natural disaster phenomena, such as wind or tornado, which is covered by the building's insurance policy, will be repaired through the insurance company by the terms of its policy.

After the initial twelve months of occupancy, Tenant is solely responsible, at its expense, for all roof maintenance and repair of leaks.

Sprinkler system. The premises do not have a sprinkler system as of March, 2022, and Jonesboro Code officers will not require installation of a sprinkler system on these premises, provided tenant performs possible modifications, such as installation of room separation doors, which Tenant agrees to complete. Tenant agrees to

work with City to ensure requirements are maintained (having adequate fire extinguishers) to preclude necessity of installing a full-scale sprinkler system.

If at any time during term of this lease City Code officers decide to require installation of a sprinkler system on the premises, Tenant and Landlord will attempt to reach agreement on how the installation cost will be borne, such as a 50-50 sharing of the cost. If agreement cannot be reached in a timely manner (deadline set by City Code officers) on how to pay for the sprinkler system, either party, Tenant or Landlord, may choose to terminate the lease with thirty (30) written notice to other party. It is agreed that under no condition will Landlord ask Tenant to bear full cost of installation of a sprinkler system.

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10. Alterations. The Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, and all alterations, additions or improvements made by either of the parties hereto upon the Premises, except movable equipment and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the Premises without molestation or injury. Tenant may remove his equipment or trade fixtures provided any damage done to the Premises in the removal of any such equipment or trade fixtures is promptly repaired by Tenant, and if not repaired by Tenant in a reasonable time and manner, Landlord may repair same and Tenant shall pay the cost thereof.

11. Liens. Tenant agrees to pay promptly for any work or materials provided by contractors, laborers or materialmen in or about the Premises, and to also promptly pay all local, state and federal taxes, including, but not limited to, sales taxes, liquor taxes and the like. Tenant shall not permit or suffer any lien to attach to the Premises and shall promptly cause any such lien, or any claim therefor, to be released; provided, however, that in the event Tenant contests any such lien, Tenant agrees to indemnify Landlord and, if requested, to deposit with Landlord cash or a surety bond in form and company satisfactory to Landlord in an amount equal to twice the amount of such contested claim.

12. Law, Ordinances, Etc.

(a) Tenant agrees to comply promptly with all laws, ordinances, orders and regulations affecting the Premises and the cleanliness, safety, operation or use thereof and furthermore agree to comply with the regulations or requirements of any insurance underwriter, inspection bureau or similar agency with respect to the Premises. Tenant specifically agrees to comply with all applicable NFPA regulations for commercial cooking equipment and fire suppression systems.

(b) Tenant agrees not to: (1) permit any unlawful or immoral practice to be carried on or committed on the Premises; (2) make any use of or allow the premises to be used for any purpose other than that permitted under Article 3; (3) keep or use or permit to be kept or used on the Premises any inflammable fluids (other than

those normally kept, used or sold by Tenant) or explosives, without the written permission of the Landlord first obtained; (4) use the Premises for any purpose whatsoever which might create a nuisance or injure the reputation of the Premises; (5) deface or injure the Premises; (6) commit or suffer any waste; or (7) install any electrical equipment that overloads the lines.

13. Utilities & Waste Removal. Landlord agrees to cause the necessary mains, conduits and other facilities to be provided to supply reasonable levels of water, electricity and gas used in the Premises. Tenant agrees to pay for all of the cost of utility services consumed on the Premises and shall hold Landlord harmless therefrom. Tenant shall be responsible for properly disposing of all trash, debris, waste or materials in accordance with applicable rules, laws or regulations as well as good housekeeping practices. If Tenant fails to do so or otherwise allows contamination of the premises in any form, Tenant shall be responsible for any and all expenses of cleanup, removal and disposal as well as for any damages caused. At the termination of this Lease, Tenant will properly remove from the premises and dispose of all such trash, waste or hazardous materials.

14. Damages to Premises. If the Premises are destroyed by fire or other casualty to the extent that all of the Premises are partially destroyed and the cost of restoring the Premises to its condition immediately prior to such damage shall equal or exceed fifty percent (50%) of its value immediately prior to such damage, as determined by estimates of damage compiled by the insurance carrier of the insurance required to be maintained by Tenant hereunder, the Landlord may, at his election, (a) proceed with due diligence to repair or restore the same to the same condition as existed before such damage or destruction, or (b) cancel this Lease as of the date of such damage or destruction by written notice not less than thirty (30) days after such damage or destruction. Should the Landlord elect to repair or restore, all rent shall abate until the Premises are repaired or restored and possession has been redelivered to the Tenant. Should the Landlord elect to cancel, then the rent shall be adjusted as of the date on which the damage occurs.

If the Premises are partially destroyed or injured, whereby the Tenant shall be deprived of only a portion of the Premises, and the cost of repairing such damage shall be less than fifty percent (50%) of the value of

the Premises immediately prior to such damage, as determined by estimates of damage compiled by the insurance carrier of the insurance required to be maintained by Tenant hereunder, the Landlord will proceed with due diligence to repair the same to the same condition as existed before such damage or injury and a proportionate allowance shall be made from the rent during the period required for such repairs, in the proportion which the number of square feet of which Tenant is deprived by such damage and the making of such repairs bears to the total square feet in the Premises. Provided, however, if the damage is occasioned by the act or omission of Tenant or his employees, there shall be no abatement of rent.

15. Eminent Domain.

(a) If during the term of the Lease the entire Premises shall be taken by an exercise of the power of eminent domain or by purchase under the threat of such power (hereinafter referred to as the "Proceeding"), this Lease shall terminate as of the date of the vesting of title in the taking authority pursuant to such Proceeding.

(b) If during the term of this Lease, less than the entire Premises shall be taken in any such Proceeding, this Lease shall terminate as to the portion of the Premises so taken upon the vesting of title in the taking authority pursuant to such Proceeding and Tenant may terminate this Lease as to the remainder of the Premises if any such partial taking should materially impair Tenant's ability to continue his normal business operations on the remainder of the Premises not so taken. Such termination as to the remainder of the Premises shall be made effective by a notice in writing from Tenant to Landlord given not later than sixty (60) days after the vesting of title. In the event that Tenant does not terminate this Lease as to the remainder of the Premises, Landlord shall be responsible for any necessary restoration of the improvements on the remainder of the Premises as required for Tenant's use thereof. Provided, however, Landlord's obligation for the cost of restoration of the Premises shall not exceed the amount of any damage award received by Landlord as a result of such taking. The rent to be paid after the date of any such partial taking shall be reduced by an amount equal to the reduction in principal and interest payments on Landlord's mortgage that would occur if the balance of the award received by Landlord not

used for restoration of the Premises were paid in reduction of the principal of the mortgage and the remaining balance thereof were rescheduled to be paid, with interest at the same rate over the entire remaining portion of the original term of the mortgage. If at the time of such taking there is no mortgage on the Premises, the rental shall be reduced by ten percent (10%) of the award received by Landlord and not used for restoration of the Premises.

(c) If all or any portion of the Premises is taken by the exercise of the right of eminent domain for governmental occupancy for a limited period, this Lease shall not terminate and Tenant shall continue to perform his obligations hereunder as though such taking had not occurred except to the extent that he may be prevented from so doing pursuant to the terms of the order of the authority which made the taking. In the event of such a temporary taking, Tenant shall be entitled to the entire award for such taking (whether paid by way of damages, rent or otherwise) unless the period of governmental occupancy extends beyond the termination of the term of this Lease, in which case the award shall be apportioned between Landlord and Tenant as of the date of such termination.

(d) Landlord and Tenant shall, to the extent possible, each negotiate separately with the taking authority for compensation for any and all damages, loss or injury that each may suffer as the result of any permanent taking of all or any portion of the Premises. If the question of damages for the taking is litigated in court, then the parties agree to cooperate with each other in the trial of such action to the end of obtaining the highest award possible in the court having jurisdiction of said cause. In the event that Landlord and Tenant are unable to mutually agree upon the proper distribution of any such compensation between them, and no such distribution is made by the court or a jury in any such Proceeding, Landlord and Tenant agree that the question of distribution of such compensation shall be subject to and determined by arbitration in Jonesboro, Arkansas, or such other location as the parties may mutually agree, in accordance with the rules of the American Arbitration Association by one arbitrator selected by the American Arbitration Association at the request of either party. Proceeding under the rules of such Association then in effect, the decision shall be final and binding on

the parties and no appeal shall lie therefrom. Landlord and Tenant shall each pay one-half (½) of the charges and expenses of the arbitrator. Pending such decision, the award to be distributed between the parties, if available to the parties, shall be deposited in escrow, in an interest bearing account, with a national bank having its principal office in Arkansas with instructions to distribute such award in accordance with the final decision of the arbitrator. Judgment upon any award of such arbitration may be entered in any court having jurisdiction over the parties and over the place where the amount of such compensation is then located.

(e) Wherever the term "vesting of title" or any similar phrase is used in this Article, a taking of possession by the condemning party shall be deemed a vesting of title.

(f) Upon any termination of this Lease as a result of an exercise of the right of eminent domain, all rent and charges of all types shall be adjusted and prorated to the date of such termination and all other rights and obligations of the parties hereunder shall be terminated as of said date except for the distribution of any award or compensation for such taking, and provided that Tenant shall be allowed a reasonable time to remove his property from the Premises.

16. Indemnification of Landlord. The Tenant shall defend, indemnify and hold the Landlord harmless against any expense, claim, loss or liability as a result of any breach by the Tenant, Tenant's agents, servants, employees, customers, visitors or licensees, of any covenant or condition of this Lease, or as a result of the Tenant's use or occupancy of the Premises, or the carelessness, negligence, or improper conduct of the Tenant, Tenant's agents, servants, employees, customers, visitors or licensees. The Tenant's liability under this Lease extends to the acts and omissions of any sub-tenant, and any agent, servant, customer, employee, visitor or licensee of any such sub-tenant. To facilitate the provisions hereof, the Tenant shall keep and maintain at all times during the term of this Lease, or any extension hereof, in full force and effect with a company or companies acceptable to Landlord, insurance against third party liability by reason of the Tenant's occupancy of the Premises with limits of liability thereunder of not less than \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate for both personal injury and property damage and \$25,000.00 medical pay coverage per person, with all related

coverages. In the event Tenant should obtain a license to serve alcohol on the Premises, the coverage required to be maintained by Tenant hereunder shall include a special provision or endorsement for liability incurred as a result of Tenant operating a private club on the Premises and serving alcohol on the Premises. Such policies shall name Landlord as an additional insured. Upon execution of this Lease, Tenant shall deliver to Landlord certificates of insurance evidencing the insurance required to be maintained by Tenant hereunder and, within thirty (30) days before any such insurance expires, certificates evidencing its renewal. Each policy shall provide that the insurance company will not cancel such policy or change its coverage without giving Landlord ten (10) days' prior written notice.

17. Janitorial Expense. Tenant shall pay for all janitorial services for the Premises.

18. Estoppel Certificate. Tenant agrees, at any time and from time to time, upon not less than thirty (30) days prior written notice from the Landlord, to execute, acknowledge and deliver to the Landlord a statement in writing: (i) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications); (ii) stating the dates to which the rent and other charges hereunder have been paid by the Tenant; (iii) stating whether or not the Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which Tenant may have knowledge; and (iv) stating the address to which notices to the Tenant shall be sent. Prior to the commencement of, or during the term of this Lease, the Landlord shall, if requested by Tenant, deliver an estoppel certificate, in substance and form described above, relative to the status of this Lease.

19. Assignment and Subletting. Tenant may not sublet the premises in whole or in part. Tenant shall not sell, assign, mortgage, pledge, or in any manner transfer this Lease, or any interest herein without the written consent of Landlord.

20. Access to Premises. Tenant agrees that Landlord, his agents, employees or servants, or any person authorized by Landlord, may enter the Premises at reasonable times for the purpose of: (a) inspecting the

condition of same; (b) making such repairs, additions or improvements thereto, or to the Premises of which they are a part, as Landlord may elect to make and; (c) exhibiting the same to prospective purchasers of the Premises in which the Premises are contained. Tenant agrees that neither Tenant nor any person within Tenant's control will interfere with such entries.

21. Waiver of Claims. Landlord shall not be liable to Tenant, or to Tenant's employees, patients, visitors, or to any other persons, for damage to persons or property caused by any act, omission, or neglect of Tenant, or of any co-tenant of Tenant in the Premises, and Tenant agrees to hold Landlord harmless from all claims for any such damage, regardless of where it may occur.

22. Default of Tenant. If the Tenant defaults in the performance of any of the covenants, terms, conditions or provisions of this Lease, and after written notice from the Landlord, Tenant fails to cure such default within three (3) days after receipt of such notice in the case of monetary default or fails to cure such default within thirty (30) days in the case of non-monetary default, then the Landlord may, at his option (but shall not be required to do so), perform the same for the account of the Tenant and any amount paid or expenses incurred by the Landlord in the performance thereof shall be deemed additional rent and payable when the next installment of rent shall become due. Additionally, if the Tenant defaults in performance of this Lease, or if Tenant shall make an assignment for the benefit of creditors, or if the interest of the Tenant in the Premises shall be sold under execution or other process of law, or if the Tenant shall be adjudged a bankrupt, or if a receiver or trustee shall be appointed for the Tenant by any Court, and, after written notice from the Landlord, Tenant fails to cure such default within three (3) days after receipt of such notice in the case of monetary default or fails to cure such default within thirty (30) days in the case of non-monetary default, then the Landlord may lawfully re-enter the Premises without any demand for possession therefor, and recover possession of the Premises and the improvements thereof, expel the Tenant and those holding under the Tenant and no allowance shall be paid to the Tenant. Such re-entry shall not constitute trespass and shall not prejudice any other remedies which might otherwise be provided by law for breach of covenant, and upon entry, the rights of the Tenant under this Lease shall terminate and the Tenant agrees that in the event of such termination, Tenant will indemnify the Landlord against all unavoidable loss

of rent and expense of reletting, which the Landlord may incur by reason of such termination for the remainder of the unexpired term of this Lease.

23. Covenant of Quiet Enjoyment. The Tenant upon payment of the rent herein provided and upon performance of all the terms of this Lease shall at all times during the term of the Lease and during any extended or renewal term hereof peaceably and quietly enjoy the Premises without any disturbance from the Landlord or from any other person, firm or corporation claiming through the Landlord.

24. Surrender of Premises. Tenant shall deliver and surrender to Landlord possession of the Premises upon expiration of this Lease, or its earlier termination, broom clean and in as good condition and repair as they were at the commencement of this Lease term, or may have been put by Landlord during the continuance thereof, ordinary wear and tear and damage by fire or the elements beyond Tenant's control excepted.

25. Rules and Regulations. Tenant covenants and agrees that Tenant will comply with reasonable rules and regulations set by Landlord from time to time with respect to the Premises, including the following:

(a) No awning or other projections shall be attached to the outside walls of the Premises or the Premises of which they form a part without in each instance, the prior written consent of the Landlord.

(b) No radio or television aerial shall be erected on the roof or exterior walls of the Premises without the prior written consent of the Landlord. Any aerial so installed shall be subject to removal without notice at any time.

(c) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises.

(d) No auction, fire, bankruptcy or other sales shall be conducted on or about the Premises without the prior written consent of Landlord.

(e) Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

(f) The outside areas immediately adjoining the Premises shall be kept clear by Tenant, and Tenant shall not place nor permit any obstructions in such areas.

(g) Nothing is to be attached or placed on the roof or exterior walls of the Premises.

Landlord shall, for the enforcement of the covenants, conditions and agreement in this Article 26, to be referred to as "Rules and Regulations," have all remedies in this Lease provided for breach of the provisions hereof.

26. Notices. Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease or on the other, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail, addressed as follows:

LANDLORD:

JAA, LLC
1805 Greenpoint Cove
Jonesboro, AR 72401

TENANT:

Fraternal Order of Eagles
Aerie 3354
PO Box 2326
Jonesboro, AR 72403

27. Pest Control. Tenant, at its expense, shall pay for the cost of all pest control and extermination for the Premises, including, but not limited to, insects, vermin, termites and rodents. Tenant shall have such pest control performed on at least a monthly basis. In addition, at Tenant's sole expense, Tenant shall obtain and maintain the annual termite inspection certificate.

28. Remedies. All rights and remedies of Landlord herein created or otherwise extending at law are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed desirable.

29. Successors and Assigns. All covenants, promises, conditions, representations herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and assigns; it being understood and agreed, however, that Article 19 is in no way impaired by this provision.

30. Representations. It is understood and agreed by Tenant that Landlord and Landlord's agents have made no representations or promises with respect to the Premises or the making or entry into this Lease, except as in this Lease expressly set forth, and that no claim or liability, or cause for termination, shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Lease.

31. Waiver. The failure of the Landlord to insist upon strict performance by Tenant of any of the covenants, conditions and agreements of this Lease shall not be deemed a waiver of any of the Landlord's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by Tenant in any of the covenants, conditions and agreements of this Lease. No surrender of the Premises shall be effected by Landlord's acceptance of rental or by any other means whatsoever unless the same be evidence by Landlord's written acceptance of such a surrender.

32. Holding Over. If Tenant remains in possession of the Premises after the expiration of this Lease without a new lease reduced to writing and duly executed, even if Tenant shall have paid, and Landlord shall have accepted, rent in respect to such holding over, Tenant shall be deemed to be occupying the Premises only as a Tenant from month to month, subject to all the covenants, conditions and agreements of this Lease.

33. Interpretation. The parties hereto agree that it is their intention hereby to create only the relationship of Landlord and Tenant, and no provision hereof, or act of either party hereunder, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise between the parties hereto.

34. Amendment. This Lease may be modified or amended only by written agreement signed by both parties hereto.

35. Possession. Upon full execution of the Lease by both parties hereto, Landlord shall deliver possession of the Premises to Tenant.

36. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one document.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the day and year first above mentioned.

LANDLORD:

JAA, LLC

By: J.W. Stacy
J.W. Stacy

TENANT:

FRATERNAL ORDER OF EAGLES,
AERIE 3354

By: Jerry Edison
Name: Jerry Edison
Title: Trustee

By: Michael Bailey
Name: Michael Bailey
Title: Trustee

By: John Cornish
Name: John Cornish
Title: Trustee

ACKNOWLEDGMENT

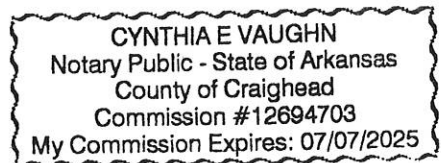
STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, the within named J.W. Stacy, to me personally well known, who stated that he was the member or manager of JAA, LLC, an Arkansas limited liability company, and stated and acknowledged that he was duly authorized in such capacity to execute the foregoing instrument for and in the name and behalf of said company and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 31 day of March, 2022

Cynthia E Vaughn
Notary Public

My Commission Expires:
7-7-2025



ACKNOWLEDGMENT

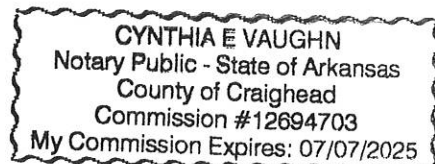
STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, the within named Jerry Edison, to me personally well known, who stated that they he/she was the Trustee of Fraternal Order of Eagles, Aerie 3354, and stated and acknowledged that he/she was duly authorized in such capacity to execute the foregoing instrument for and in the name and behalf of said company and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 31 day of March, 2022.

Cynthia E Vaughn
Notary Public

My Commission Expires:
7-7-2025



ACKNOWLEDGMENT

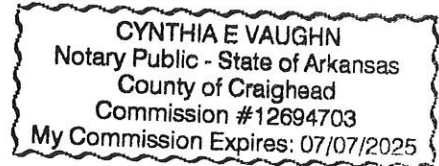
STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, the within named Michael Bailey, to me personally well known, who stated that they he/she was the Trustee of Fraternal Order of Eagles, Aerie 3354, and stated and acknowledged that he/she was duly authorized in such capacity to execute the foregoing instrument for and in the name and behalf of said company and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 31 day of March, 2022.

Cynthia E Vaughn
Notary Public

My Commission Expires:
7-7-2025



ACKNOWLEDGMENT

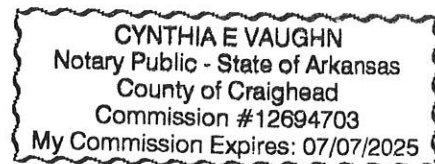
STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, the within named John Cornish, to me personally well known, who stated that they he/she was the Trustee of Fraternal Order of Eagles, Aerie 3354, and stated and acknowledged that he/she was duly authorized in such capacity to execute the foregoing instrument for and in the name and behalf of said company and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 31 day of March, 2022.

Cynthia E Vaughn
Notary Public

My Commission Expires:
7-7-2025



OFFICIAL RECEIPT

Receipt Date 04/08/2022 12:26 PM
Receipt Print Date 04/08/2022

Receipt # 00218146
Batch # 00008.04.2022

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 50.00

Detail:
01-134-0517-00
Alcohol Application Fee (License Transfer) 50.00

Total 50.00

Payment Information:
Check 5813 50.00
Change 0.00

Fraternal Order of Eagles #3354
Customer #: 006949

PO Box 2326
Jonesboro, AR 72402

Cashier: tmmoss
Station: TMMOSS