

# City of Jonesboro Private Club Review and Conditions Form

Date 3- 21-	27	Non-Profit Cor	p. Classic	Hospitality
Address 250	Eden Hills	LN. Jones	2010 72405	·
Applicant on Behalf	of Club <u>Sandra</u>	Pena		
Home Address	2501 80	den Hills LN	Jonesho	oro An
Business Name	Don Jo	se		
Business Address _	2200 6	IIKins AV	Joneshoro	An
	official use below th		,	
Police Department	: Copy of mem Has any member be If yes, How many ye Has Non-Profit comp	ars since conviction?		,
Comments:				
Approve? Yes 🐰	_No S	Signature Chief of Po	lice Bif J	The Ellist
Planning and Zoni				
A	Type of Private Club: Hours of Operation? Copy of menu for foo Zoning No S	d service? Yes	No X	1-11
Approve? YesX	No S	signature Planning Di	rector / /////	
City Clerk:	Date received Date entered in Legis	tar		· · · · · · · · · · · · · · · · · · ·
City Council Action				
	Annrovo	Dony		

#### OFFICIAL RECEIPT

Receipt Date 03/28/2022 10:31 AM Receipt Print Date 03/28/2022

Receipt # 00217712 Batch # 00028.03.2022

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 250.00

Detail:

01-134-0517-00

Alcohol Application Fee Don J

ose 250.00

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Total 250.00

Payment Information:

Check 2108 250.00 Change 0.00

baker firm pa
Customer #: 000000

Cashier: kmhattenhauer Station: KMHATTENHAUER

### BAKER FIRM, P.A.

Zac Baker, J.D., CPA, MBA zbaker@jonesborocpalawyer.com

Law and Accounting
110 W. Huntington Ave., Suite A
Jonesboro, AR 72401

p: (870) 203-0075 www.jonesborocpalawyer.com

February 18, 2022

#### VIA HAND DELIVERY

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

Re: Classic Hospitality- Private Club Permit Application

### Dear Chief Elliott:

Please find enclosed the following documents regarding the above-referenced matter:

- 1. Application for Private Club Permit;
- 2. Schedule A Individual's Personal History;
- 3. An Authority to Release Information for Each Board Member (3);
- 4. The Arkansas Criminal History Report for the Applicant;
- 5. A copy of the entity's lease agreement; and
- 6. The organization's member list, in alphabetical order.

All of these documents have been executed where required and notarized.

Also enclosed is a check made payable to the City of Jonesboro in the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00) for the application fee.

If you have any questions or concerns, or require any additional information or documentation, then please do not hesitate to contact me. Thank you.

Sincerely,

Zac Baker

**Enclosures** 

### **CITY OF JONESBORO**

# APPLICATION FOR PRIVATE CLUB PERMIT

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

Classon Hospi Non-Profit Corporation	72177		FEIN #	<del>*</del>	
APPLICANT ON BEHALF CLUB	OF SANDRA First	Middle		PENA Last	4 MARILLAND (2007), 2-1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1
HOME ADDRESS	2501 Eden	HILL LIN	Junesburo Zip	- 0	raigheac
BUSINESS NAME	Don Jose	C,	Σ.ΙΡ	County	
BUSINESS ADDRESS	2200 WLKIN	5 AV . JONE City	380ld Al	72401 (P County	AIGHEAO
Does the club own the prei		21 1200		ve name and addr	ess of owner:
s your establishment prima		•	OFK AVE		0.AL7240
f the answer to the above of all activities to be offered.	question is no, then what	type of business v	vill you be engaged	d in on the premis	ses? Please list
Ooes anyone now hold an al	coholic beverage permit	at this location?	VO If so, give	name, address an	d permit no(s).

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

NAME	TITLE	<u>ADDRESS</u>
Sandra Pena	Applican +	2501 Eden Hills Lane
Fernando Mercado	President	879 N. Sturebnok
Man Pena	Secretary	2501 Eden Hills Lane
Jurge Pena	Officer	2501 Eden Hills Lane
ď		
whether suspended or otherwise, of an	y court for the convictio If yes, please explain -	ning body, or any club-officer, been under the sentence, on of a felony within two (2) years preceding the date
Signed this day of	;	Signature of Applicant/Managing Agent Official Title
Subscribed and sworn to before me this _	12th day of Jan	,
My Commission Expires: 6/6/28		ZAC BAKER  Notary Public-Arkansas  Craighead County My Commission Expires 06-06-2028  Commission # 12366324

## SCHEDULE A - INDIVIDUAL'S PERSONAL HISTORY

i subi	mit answers to the	e tollowing questions under d	oatn:			
1.	Name 5A	NDEA PENA		Sex Da	ate of Birth	
2.	Home Address	2501 Eden Hills La Street City		72 <i>405</i> Zip	Phone No. 2	70-208 30
3.	Are you a perso	on of good moral character a	nd reputation in yo	ur community? _	YES	
4.	Are you a (CITIZ Social Security I	ZEN) or (PERMANENT RESIDI		nited States? <b>CIF</b> d No.		
5.	Are you a reside	ent of Craighead county?				
	If not, do you li	ive within 35 miles of the pro		ted?		
6.	Have you ever b	peen convicted of a felony?	YESNO	If so, give	full informati	on
7.	Have you been preceeding this	convicted of any violation application? YES NO If so	of any law relating o, give full informati	to alcoholic bev	erages within	the five (5) years
8.	Have you had a application? <b>YE</b>	any alcoholic beverage perm S NO If so,	nit issued to you re give full information	voked within the	e five (5 ) yea	rs preceeding this
9.	Do you presently permit number(s	y hold or have you ever held s)	an alcoholic bevera	ge permit(s)? 隆	O If so, giv	e name, place, and
10.	Have you applied If so, give full inf	d and been refused a permit formation	at the applied for l		e last 12 mont	ths? <u>KO</u>
11.	Marital Status: S	Single ( ) Married ( )	Divorced ( )	Separated ( )	Other ( )	
12.	Furnish complete	e information regarding men	nbers of immediate	family:		~
	Relationship	Full Name		Address		Occupation
Itu	usband	Jurge Pena	2501 E	CLIM MILLS		SINUSS
7.5	ON	Alan Pena	3101 C	arnaby sty	eet Bus	SLYLIS
Dai	rghter-	Mindra Pena Nu	ucado 2501	Ecleniti	171 LUBVU	SINE CS
	<b>J</b>			, , , , , , , , , , , , , , , , , , ,		21.710

				<del> </del>		
(a)	Are any of the ab	ove to be cor	nnected with the opera	ation of the outlet?	2.Mi	
			All the ab		iv man	ack waite
(b)						igor, vous
13.	Give your home a		or town) and dates at e UNIVLAR 11	each for the past five ( $39V$	5) years:	
	The Control of the Co			The same of the sa		
14. (	Covering the past fiv	e (5) years, gi	ve in detail the follow	ring:	3	
	Your Business or	Occupation	Name & Add	ress of Employer	Dates	of Employment
	DON JOSE IN	MICAN	Don Jose 133	OO WIKIN! Ave	1396 OCI. 2	017- present
			1	9		
		•	,			
Divisio icense	on, nor will any age	nt or employ	violate any law of this ee be allowed to viola cords shall be open at	ate any law or regulat	tion. It is here	ov consented that the
TATE	OF ARKANSAS				74	
OUN	TY OF <u>Craished</u>	. )		3		
Sa ach d	ndre Pena of the questions to w	vhich he/she	, being first duly has made answer, ar			that he/she has read instance are true and
ubscr	ibed and sworn to be	efore me this	17th day of J.	anay	7022.	
				Notary Public		
lv Cor	mmission Expires:(	0/6/28	, .	ocary r ablic		
, 501			*	Notary Pu	C BAKER ublic-Arkansas	

Notary Public-Arkansas Craighead County My Commission Expires 06-06-2028 Commission # 12366324

## **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.
Signature – Full Name
Date  2501 Fden Itills Lane  Home Address
Tinlsbovo AR 72405 City State Zip
Mailing Address
City State Zip
(\$70) 362-1841 Contact Phone Business Phone
Email Address January Com
Subscribed and sworn to before me this 8 day of March 2072.
My Commission Expires: 10-26-202 ANDREA D MCGOWAN NOTARY PUBLIC -STATE OF ARKANSAS CRAIGHEAD COUNTY MY COMMISSION EXPIRES 10-26-2028 COMMISSION # 12705830

## 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.
Signature - Full Name
Date
2501 Eden Hills Lane Home Address
TUNISION AR 72405 City State Zip
250   Eden Hills Lane Mailing Address
JONESBOUY AR 72405 City State Zip
S 70) 208-3339  Contact Phone Business Phone
Email Address J. 114@ gmail. Com
Subscribed and sworn to before me this day of March,
Notary Public
My Commission Expires: 10-26-2058  ANDREA D MCGOWAN NOTARY PUBLIC -STATE OF ARKANSAS CRAIGHEAD COUNTY MY COMMISSION EXPIRES 10-26-2028 COMMISSION # 12705830

# **AUTHORITY TO RELEASE INFORMATION**

Application filled by Applicant -A, Stockholder/Partner -	s: <u>S</u>
TO WHOM IT MAY CONCERN:	
I understand that the City of Jonesboro will conduct permit. This investigation may include inquiries as to my being issued at the applied for location.	t an investigation before a final decision this alcoholic beverage a character, reputation, and the location and feasibility of a permit
To facilitate this investigation, I do hereby give my consinformation from their records to the City of Jonesboro.	ent and authority for any public utility or police agency to furnish
·	FELLIPLICO MERCADO
	Signature – Full Name
	Date One of the second
	Home Address
	FOREST CITY ARK 72335
	City State Zip
	B79 A. STONEBROOK Mailing Address
a.	FORCEST CITY PRK 72335 City State Zip
*	870 270 8106 870 933 1211 Contact Phone Business Phone
	Fer_ Mercado _ ru@hot mail. com Email Address
Subscribed and sworn to before me this day of _	November 2021. Audrec Bailen
	Notary Public
My Commission Expires: 3-15-29:	ANDREA BAILEY NOTARY PUBLIC - ARKANSAS CROSS COUNTY My Commission Expires 08-15-2029 Commiss on No. 12373166

## ARKANSAS STATE POLICE

# **Arkansas Criminal History Report**

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

Subject of Record

Last: Pena

First: Sandra

Middle:

Date of Birth:

Sex:

Race:

Arkansas State Police

Social Security Number:

(not verified, supplied at time of request)

Home/Mailing Address: 110 W Huntington Ste A Jonesboro, AR 72401

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT

Requestor Information

Transaction Number: ABC003410402

Date: 12/21/2021

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.

#### SUB-LEASE AGREEMENT

SUB-LEASE AGREEMENT (the "Sub-Lease") made and entered into this \_\_\_\_\_ day of January, 2022, by and among Carter Dryer and Lavelle Dryer (collectively, the "Lessor"), Fernando Mercado d/b/a Jalisco, Inc. (the "Lessee"), and Classic Hospitality, an Arkansas not for profit corporation (the "Sub-Lessee").

#### WITNESSETH:

WHEREAS, Lessor is the owner of certain real property located in Jonesboro, Craighead County, Arkansas, containing approximately three thousand two hundred eighty-two (3,282) square feet, located at 2200 Wilkins (the "Premises"); and

WHEREAS, Lessor and Lessee entered into a lease agreement for the Premises during 2011 and for which an addendum was entered on or about September 15, 2011, which are hereby incorporated by reference as if set forth word for word herein (collectively, the "Lease"); and

WHEREAS, the parties are desirous of the Sub-Lessee sub-letting the Premises, according to the same terms and conditions as are in the Lease, without releasing the Lessee from any liability under the Lease.

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

- 1. <u>SUB-LEASE</u>. The Lessor hereby agrees to sub-let the Premises to the Sub-Lessee and the Sub-Lessee agrees to sub-lease the Premises, upon the same terms and conditions of the Lease, as if the Sub-Lessee was the Lessee thereunder, except as otherwise noted in this Sub-Lease Agreement.
- 2. <u>LESSEE'S OBLIGATIONS</u>. Nothing in this Sub-Lease shall absolve or otherwise change or alter the Lessee's obligations in or to the Lease. The Lessee shall remain fully liable on the Lease to the Lessor.
- 3. <u>PREVAILING TERMS</u>. In the event of an irreconcilable conflict between the terms of the Lease and this Sub-Lease, the terms of this Sub-Lease shall prevail.
- 4. <u>TERMS OF LEASE REMAIN SAME</u>. Unless expressly changed by this Sub-Lease, the terms of the Lease shall remain in full form, force, and effect.
- 5. <u>FURTHER ASSURANCES</u>. The parties agree that from time to time hereafter, upon request, each of them will execute, acknowledge and deliver such other instruments and documents and take such further action as may be reasonably necessary to carry out the intent of this Sub-Lease.

- 6. <u>SUCCESSION</u>. This Sub-Lease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and assigns.
- 7. <u>COUNTERPARTS</u>. This Sub-Lease may be executed in multiple counterparts, each of which will be an original, and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day, month and year set forth above.

LESSOR:

LESSEE:

Carter Dryer

ernando Mercado d/b/a Jalisco, Inc.

Lavelle Dryer

SUB-LESSEE:

CLASSIC HOSPITALITY:

By:

Duly Authorized Officer

## LEASE AGREEMENT WITH OPTION TO RENEW

This agreement is made and entered by and between A. CARTER DRYER AND LAVELLE DRYER, hereinafter called "Leasors" and JALISCO, INC. d/b/a DON JOSE MEXICAN RESTRAURANT, hereinafter called "Lessee", witnesseth:

For and in consideration of the mutual promises and covenants herein made, the parties agree as follows:

- 1. <u>PREMISES</u>. That Lessors shall lease to the Lessee, and Lessee shall lease from the Lessors, upon the terms and conditions hereinafter set forth, the premises located at 2200 Wilkins, Jonesboro, Arkansas, more particularly described in the surveyed description and plat attached hereto and made a part hereof as Exhibit "A".
- 2. <u>IMPROVEMENTS</u>. The premises may be improved by the Lessee, subject to the requirement that all plans, specifications, materials and workmanship shall be subject to the approval of Lessors. Such improvements shall remain with the described real property and shall be the property of the Lessors at the end of the lease term any renewal thereof, or upon default.
- 3. <u>EXTERIOR SIGNAGE</u>. Exterior signage must be approved by Lessors prior to installation.
- 4. RENT. The rental for the above-described real property is the sum of \$4,500.00 per month for the first five years of the term, and rent shall increase to \$5,000.00 per month for the next five years of the term, which shall be paid in advance, with each such payment to be due and payable

on or before the 1st day of each month, with the first such payment to be due and payable August 1, 2011, and with a like amount to be due and payable on or before the 1st day of each month thereafter during the term of this lease. Rent shall be paid to Lessors at the address indicated in paragraph 25 herein. In the event rent is not paid on or before the required date, an additional \$100.00 in rental shall be required for each day the rent is past due, and such sum or sums shall be paid as additional rent with the normal rent payment when paid.

- 5. <u>DEPOSIT</u>. Lessee has paid Lessors the sum of \$3,000.00 as a security deposit to be held by the Lessors to defray the cost of repairing any damage to the premises during the term of the lease or as security for unpaid rent, or other costs or items payable to Lessors hereunder. Any portion of the deposit not otherwise needed shall be returned to Lessee at the end of the lease term.
- 6. TERM. The term of this lease shall be for a period of ten years commencing August, 2011 and ending July 31, 2021, subject to Lessee's option to renew as hereinafter provided. Reference to "lease term", "term of this lease" or similar language shall include any renewal term.
- 7. OPTION TO RENEW. If Lessee has timely paid Lessors all amounts due hereunder, and if it is not otherwise in default, Lessee shall have the option to extend the term of the lease for two additional five year terms, provided Lessee notifies Lessors in writing 90 days prior to the end of the

present lease term of intent to renew, with the rental for the initial five year renewable term to be \$5,500.00 per month, and with the rental for the second five year renewable term to be \$6,000.00 per month. All other terms and provisions of the lease shall be unchanged.

- 8. REPAIRS/MAINTENANCE. Lessee agrees to keep and maintain the premises, including the interior and exterior thereof and parking areas, in clean and orderly condition, and in good upkeep and repair. All reasonably necessary repairs, replacements and upkeep to the premises, without limitation, shall be promptly made by the Lessee, and in the event of Lessee's failure to perform such obligations, Lessors may do so at Lessee's expense, subject to prompt reimbursement by Lessee.
- 9. PROPERTY TAX. Lessee shall promptly reimburse the Lessors for payment of all property tax assessed on the premises during the term of this lease upon request by Lessors.
- 10.  $\underline{\text{UTILITIES}}$ . Lessee shall pay all utility charges and deposits for the lease term.
- 11. PROPERTY INSURANCE. Lessee shall maintain insurance on the premises insuring it against risk of loss by fire, windstorm or other casualty during the term of this lease, with coverage limits of either the fair market value thereof or the cost of replacement, whichever is

greater, with initial coverage limits of \$500,000.00, subject to adjustment on an annual basis for appreciation in the value of the premises or increase in the cost of replacement, whichever is greater, or as adjusted by the insurance carrier. Lessors shall be designated as named insured and loss payee thereunder. Lessee shall be responsible for insuring the contents thereof. Lessee shall provide the Lessors with a certificate of insurance evidencing compliance with this requirement initially upon commencement of the lease term and with each renewal thereof. In the event the Lessee fails to obtain insurance as required under this provision, Lessors may do so, at Lessee's expense, and such shall be promptly reimbursed by Lessee to Lessors.

destroyed by fire or other casualty to the extent the premises are untenable, Lessors may, at their option: a) to the extent of the net proceeds received by Lessors from applicable insurance, plus any applicable deductible, proceed with due diligence to repair or restore the same to the condition existing before such damage or destruction, or (b) cancel the lease agreement as of the date of such damage or destruction by written notice of Lessee not less than 30 days after such damage or destruction. In the

event the Lessors elect to repair or restore the premises, all rent shall abate until the premises are repaired or restored and possession has been redelivered to the Lessee, unless the casualty is due to the act, omission, or fault of the Lessee or Lessee's agents, servants, invitees, permittees or contractors. In such event, rent shall not In the event Lessors elect to cancel, then rent shall be prorated as of the date upon which the damage On the other hand, if the premises remain occurred. tenable, Lessors shall, to the extent of the net proceeds received by Lessors from applicable insurance, plus any applicable deductible, proceed with due diligence to repair the same to the condition that existed prior to such damage, and a proportionate adjustment in rent shall be made, if the damage was not the result of the act, omission, or fault of the Lessee or the Lessee's agents, servants, invitees, permittees or contractors.

13. LIABILITY INSURANCE. Lessee shall obtain and maintain liability insurance with coverage limits of not less than \$1,000,000.00 insuring against loss or liability for any injury to persons or property on the premises or arising out of the Lessee's use of the premises, and Lessors shall be maintained as a named insured under such policy. Lessee shall provide Lessors with a certificate of

insurance evidencing compliance with this requirement initially upon execution of the lease and upon each renewal thereof. In the event Lessee fails to comply with the requirements of this provision, Lessors may do so at Lessee's expense, but Lessee shall promptly reimburse Lessors for the cost thereof.

- 14. <u>SUBLETTING</u>. Lessee agrees not to sublet any part of the above-described real property or assign its rights under this agreement to any other person, firm, corporation or other entity without the prior written consent of the Lessors first being obtained.
- 15. <u>WASTE/NUISANCE</u>. The Lessee agrees it will not commit or allow the commission of any waste on the above-described real property, and that it shall not maintain or permit the maintenance of any nuisance or environmental hazard on the above-described real property.
- 16. <u>COMPLIANCE WITH LAWS</u>. Lessee shall comply with all state, federal and local laws, regulations, ordinances and requirements.
- 17. ENTRY. The Lessors may enter the above-described premises at any reasonable time for the purpose of inspecting such real property.
- 18. <u>INDEMNITY</u>. The Lessee agrees to defend, indemnify and hold the Lessors harmless from any claim, expense, loss,

damage or liability as a result of any breach of any covenant, condition or requirement of this agreement, or as a result of any act, omission to act, negligence, carelessness, or other conduct on the part of the Lessee or its invitees, permittees or contractors. The Lessee further agrees that the Lessors shall not be responsible in any manner to the Lessee or its invitees or permittees for any injuries, accidents or damages suffered or occurring on the above-described real property.

- 19.  $\overline{\text{TIME}}$ . The parties agree that time is of the essence of this agreement.
- 20. <u>DEFAULT</u>. In the event the Lessee defaults by failing to make timely payment of any required rental payment due hereunder or in failing to keep any other covenant or agreement hereunder, or in failing to keep any other covenant or agreement herein, the Lessors may, at the Lessors' option, declare this agreement to be terminated and the Lessee's rights hereunder forfeited upon written notice to the Lessee by providing written notice to any member of Lessee, or by posting a copy of such notice in a prominent place on the premises. In such event, or in the event the Lessee fails to exercise the option to purchase provided herein, Lessee shall promptly and forthwith vacate the above-described real property and return possession thereof to the Lessors without

any further or additional notice otherwise required by law. The Lessee further agrees that it shall not remove any fixtures or other improvements to the real property upon the vacation of the above-described real property. The option of cancellation and termination of this agreement by reason of a default on the part of the Lessee shall be an alternative to all other remedies provided by law or in equity to the Lessor. In the event the Lessors should default hereunder, the Lessee not being in default, the Lessee shall have the right to declare this agreement breached and resort to such remedies as are provided by law or in equity.

- 21. ATTORNEY'S FEES. In the event any party to this agreement breaches any covenant or requirement of this agreement, the breaching party shall be required to pay the non-breaching party's attorney's fees and costs incurred as a result of such breach.
- 22. NONWAIVER. The waiver by the Lessors of a breach of any provision or requirement of this agreement by the Lessee shall not constitute a waiver of any future default by the Lessee.
- 23. ABSENCE OF WARRANTY. The Lessee acknowledges it has inspected the premises, and that it is accepting such premises "AS IS" AND WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, except that Lessors own the premises.

- 24. <u>KEYS</u>. All keys shall be returned to Lessors at the end of the lease term.
- 25. NOTICE. Except as may be otherwise provided herein, any required notice shall be given to the parties as follows:

LESSORS: LESSEE:

c/o A. Carter Dryer c/o Fernando Mercado

Jalisco, Inc.

Jonesboro, AR 72401 200 Holiday Dr.

Forrest City, AR 72335

- 26. <u>BINDING EFFECT</u>. This agreement shall be binding upon the parties hereto and upon their heirs, successors, personal representatives and assigns.
- 27. ENTIRE AGREEMENT. This agreement shall constitute the entire agreement of the parties.
- 28. <u>JOINT CONSTRUCTION</u>. This agreement shall be construed as jointly prepared by the parties.
- 29. <u>CONTROLLING LAW</u>. Arkansas law shall govern the execution, construction and enforcement of this agreement.
- 30. <u>PERSONAL GUARANTY</u>. Fernando Mercado personally and individually guarantees the performance of this contract and payment of all obligations that may arise or become due and payable hereunder, including, but not limited to, payment of required rental, during the term of this lease and all renewal terms.

IN WITNESS WHEREOF, the parties, being duly authorized to do so, have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

A. Carter Dryer, Lessor

Lavelle Dryer, Lesson

JALISCO, INC. d/b/a DON JOSE MEXICAN RESTRAURANT, Lessee

By: TERMANDO MERCADO

riesident

Fernando Mercado, Guarantos

## LEASE ADDENDUM

THIS ADDENDUM IS TO BE ATTACHED TO THE CURRENT 10 YEAR LEASE AGREEMENT BETWEEN

Fernando Mercado DBA as Jaliisco, Inc. and Don Hose restaurant and A.Carter and LaVelle Dryer landlords of the leased property located at 2200 Wilkins Jonesboro, Ark.

As of October 1, 2011 two hundred and fifty dollars (\$250.00) is to be added to each monthly

Rental rate. This is to reimburse the landlord for additional work to the exterior of the building.

Signed this date 9 - 15 - 11

A. Carter Dryer

Signed this date 9/15-11

FERNANDO MERCADO B

		Classic Ho	spitality - Member List
	Last Name	First Name	Address
1	Abdulghani	Tammy	47 N. Maple Reyno,AR
2	Adcock	Dalton	2612 E. Johnson Ave. Apt D, Jonesboro, AR 72045
3	Alexander	Monica	361 Southwest Dr. #130 Jonesboro,AR
4	Armstrong	Olivia	2300 Thorn St Apt B
5	Avila	Priscilla	3112 Parkwood Rd
6	Bailey	Donna	1818 Wood St. 72401
7	Bailey	Tom	2105 Manchester Dr Jonesboro, AR
8	Bailey	Jacqueline	2105 Manchester Dr Jonesboro, AR
9	Baker	Renee	807 N. Davis St
			64 CR 103, Bono,AR 72396
10	Baker	Scotty	4680 Peter Trail 72405
11	Bell	Susanne	19908 Dam Rd
12	Bibiano	Christi	
13	Bice	Kevin	4620 Geraldine Cv, Jonesboro,AR 72401
14	Bloodworth	Selena	3603 Oak Vista Jonesboro, AR
15	Brandon	Wil	1605 Merrywood Cove
16	Brown	Jason	1200 Reed Ave, Trumann,AR
17	Calderon	Germain	500 W. Forest, Jonesboro,AR.
18	Calihua	Rocio	1903 N. Patrick St, Jonesboro, AR
19	Carmichael	James	1603 4th, Lake City,AR
20	Carnell	Carolyn	3607 Hwy 91W
21	Coleman	Derrick	3520 Lake Pointe, Jonesboro,AR
22	Contreras	Stevens	3202 Sun Circle, Jonesboro, AR.
23	Contreras	Stevens	3200 Sun Circle
24	Cox	Ellena	330 Linda Dr. Bono,AR 72416
25	Cutlip	Amy	1425 Angelus St. Jonesboro, AR 72401
26	Daniels	Dalyn	4201 Richardson Dr, Jonesboro, AR
27	Davis	Jerry	19322 Drum Rd, Hbg, AR
28	Davis	Erik	813 Meredith Drive
29	Delgadillo	Jamie M.	758 Greene Rd 333, 72401
30	Dicus	Angela	P.O. Box 424 Jonesboro, AR.
31	Emmons	Hannah	2508 E. Johnson Ave.
32	Farley	Rebecca	
			2596 Chad Dr. Jonesboro, AR
33	Farnsworth	Christian	414 W. Philadelphia Rd 72401
34	Fitzgerald	Lydia	502 Joy Ln
35 36	French Gainn	Lauren Rusty	963 Links Dr. 1506 S. Church, Jonesboro,AR
37	Garcia	Apolonio	626 W. College Av
38	Garcia	Selena	1011 Cartwright St
39	Gibson	Judy	1028 Cr 793 Brookland, AR 72417
40	Gomez	Vanessa	216 Ville St. Jonesboro,AR 72401
41	Gonzalez	Ricardo	0001
42	Green Greenway	Jimmy Kimberly	260 Law Walnut Ridge, AR 72476 1388 CR 324 Bono, AR

44	Gullex	Scott	508 Brent Dr. Apt A. Jonesboro, AR 72401
45	Hastings	Jared	105 N. Caraway
46	Hastings	Haley	105 N. Caraway
47	Hastings	T	916 Red Oak
48	Hayes	Sharetha	907 N. Main St Jonesboro, AR 72401
49	Hedge	Andrea M.	740 Greene Rd 333, 72401
50	Hedges	Paige	1011 Haven St. Jonesboro, AR 72401
51	Hendrix	Tony	4306 Stonebrook, Jonesboro, AR 72401
52	Hobbs	Matt	2507 Beverly Cv. Paragould, Ar 72450
53	Holland	Sierra	2409 Carter Ln, Jonesboro,AR
54	Hopson	Alexis	3312 Dayton Ave.
55	Hudson	Breanna	1605 Virginia Dr
56	Jenkins	William	1815 Kathleen St.
57	Jimenez	Juan Jesus	Jackson,TN
58	Johnson	Terrance	907 N. Main St Jonesboro,AR 72401
59	Johnson	Jessica	163 County Road 719, Jonesboro,AR
60	Juarez	Juan	Jackson,TN
61	Keller	Mary	5905 Chastain Cv. Jonesboro, AR 72401.
62	Kelley	Lindsay	1502 Virginia Dr. Jonesboro, AR 72401
63	Keys	Tonda	3610 Paul Robbins Ln, Manila, AR 72442
64	Kious	Bruce	29 CR 346
65	Kosloski	Joseph	5938 Rees Rd Apt 295
66	Laws	Harold	215 Union St. Jonesboro,AR
67	Light	Courtney	1100 McNatt Dr.
68	London	Lakeysha	308 Harper Dr. Brookland,Ar
69	Malagon	Jose	Jackson,TN
70	Manley	Madison	902 Silverleaf, Bono,AR
71	Marino	Nicholas	517 Wiregrass way
72	Marquez	Kevin	1200 Ava Ln. Paragould,Ar
73	Mason	Andrew	2104 Brazos St. Jonesboro,AR
74	McAndrew	David	416 Wilkins Dr.
75	McDaniel	Angela	4212 Brenda St. Jonesboro, AR 72401
76	McDaniel	Tim	2304 Hazeltine
77	Mercado	Arturo	609 Washington Ave. E
78	Moon	Michael	1818 Arrowhead Farm Rd, 72401
79	Moore	Blake	732 Smithfield Dr.
80	Morrel	Ashley	2209 Maryjane Dr, 72401
81	Navarro	Amanda	214 David Cv
82	Navarro	Amanda	1500 David Cove
83	Oxner	Haley	4204 Willow Pointe, Jonesboro, AR 72401
84	Oyervides	Matthew	804 Creath Ave. Jonesboro, AR 72401
85	Pacheco	Joe	1901 Chalet Dr. Jonesboro,AR 72401
86	Palsgrove	Kristyn	2008 Blue Spruce
87	Patterson	Brandy	2909 E. Kings Hwy
88	Pierce	Chris	3 Shannon Dr
89	Pierce	Nathan	511 Emily Ln, Harriburg, AR
90	Porbeck	Amanda	2108 Apple Hill Dr, 72401
91	Price	Braydon	809 E. North End Ave 72401
92	Prunty	Sherry	111 Daybreak, Jonesboro,AR
93	Richardson	Sky	3403 Colony Dr, Jonesboro, AR
94	Riddle	Sherlene	2114 Browns Ln #8 Jonesboro, AR 72401
95	Robertson	Bryan	117 County Rd. 123 Bono, Ar 72416
96	Rodriguez	Jacobo	216 Redwood, Bono,AR
97	Rodriguez	Belinda	216 S. Fisher St, Jonesboro, AR 72401
98	Romero	Alan	512 Brandon Rd, Jonesboro, AR 72401

99	Ross	John	4505 Clubhouse Dr, Jonesboro, AR 72405
100	Rothe	Delores	220 Hwy 328 East Maynard, AR
101	Runyan	Trina	17588 Barrys Ln Trumann, AR.
102	Selvidge	Mykala .	3300 Sun Ave. Jonesboro,AR 72401
103	Simmons	Tori	2915 Willow Rd
104	Smith	Antonio	1312 Kitchen St. Jonesboro,AR
105	Soto Castanon	Gerardo	311 2nd St, Jonesboro,AR
106	Speakman	Jacqueline	725 Freeman St. Jonesboro, AR
107	Speer	Josh	4205 Sydney Cove
108	Tellez	Luis	2126 Keith Cv. Memphis, TN
109	Thomas	Andrea	509 Plaza Ave
110	Trayler	Tyler	116 N. Fisher St. Apt B. Jonesboro, AR
111	Tribble	Maylee	2909 E. Kings Hwy
112	Turner	D'Ajanea	3320 Caraway Commons
113	Turner	Carne	801 Vance St. Paragould, AR 72450
114	Turner	Charlie	728 CR 339
115	Vines	Roger P.	209 Myrtle Ln, Jonesboro,AR
116	Wellborn	Rebecca	936 Mosley Rd Maynard,AR
117	White	Georgia	714 E. Philadelphia Rd
118	Wooten	Debra L.	N. Main St. Jonesboro,AR



### Search Incorporations, Cooperatives, Banks and Insurance Companies

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Corporation Name

CLASSIC HOSPITALITY

Fictitious Names

Filing #

811278385

Filing Type

Nonprofit Corporation

Filed under Act

Dom Nonprofit Corp; 1147 of 1993

Status

Good Standing

Principal Address

2200 WILKINS AVE JONESBORO, AR 72401

Reg. Agent

ZAC BAKER

Agent Address

110 W. HUNTINGTON AVE. SUITE A

JONESBORO, AR 72401

Date Filed

12/11/2020

Officers

ZAC BAKER, Incorporator/Organizer

JORGE PENA, Director

FERNANDO MERCADO, Director

ALAN PENA, Director

Foreign Name

N/A

Foreign Address

State of Origin

AR

Purchase a Certificate of Good

Standing for this Entity

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