



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

Date: 4-12-19

Non-Profit Corp: Waterwheel Hunting Club, Inc.

Address: 4300 Hallie Cv. Jonesboro, AR. 72404

Applicant on behalf of Club: Karl Robert Lowe

Home Address: 4300 Hallie Cv. Jonesboro Ar. 72404

Business Name: **ROOTS**

Current Business Address: 303 S. Main St. Jonesboro, AR. 72401

Proposed Change of Business Address/Use: \_\_\_\_\_

**City of Jonesboro official use below this:**

**Police Department:** Does applicant meet requirements of ABC in regards to background check? Yes  No \_\_\_\_\_

Has Non-Profit complied with City of Jonesboro laws? Yes  No \_\_\_\_\_

Comments: Non-profit Information confirmed by Zac Baker w/t the Baker Firm, P.A.

Board member list attached - RG

Approve? Yes  No \_\_\_\_\_

Signature Chief of Police *Rick Elliott*

**Planning and Zoning Department:**

Type of Private Club: \_\_\_\_\_

Zoning C-1

Meets requirements for distance from churches/schools? Yes \_\_\_\_\_

No \_\_\_\_\_

Approve? Yes  No \_\_\_\_\_

Signature Planning Director *[Signature]*

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

**BAKER FIRM, P.A.**  
*Law and Accounting*  
110 W. Huntington Ave., Suite A  
Jonesboro, AR 72401

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

April 12, 2019

**VIA HAND DELIVERY**

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

Re: Waterwheel Hunting Club, Inc. - 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; and ✓
5. A copy of the entity's lease agreement. ✓

All of these documents have been executed where required, notarized, and are the original forms where possible.

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.

Waterwheel Huntly Club, Inc.  
Non-Profit Corporation

83-4378757  
FEIN #

APPLICANT ON BEHALF OF CLUB

Karl

R

Lowe

First

Middle

Last

HOME ADDRESS

4300 Hallie Cu

Jonesboro

72404

Craighead

Street

City

Zip

County

BUSINESS NAME

Roots

BUSINESS ADDRESS

303 S Main St

Jonesboro

72401

Craighead

Street

City

Zip

County

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

Viking Capital LLC - 225 S. Main St., Ste 102 Jonesboro, AR 72401

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

Yes

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.

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

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

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Karl Lowe	Director	4300 Hallie cv, Jonesboro, AR 72401
Linda Lowe	Director	4300 Hallie cv, Jonesboro, AR 72401
Jordan Wooten	Director	1208 Madison St, Jonesboro, AR 72401

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 -

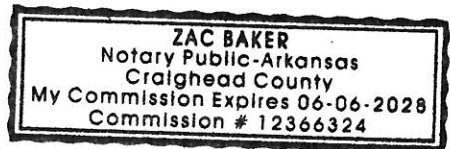
Signed this 18<sup>th</sup> day of March, 2019

[Signature]  
Signature of Applicant/Managing Agent  
Director/President  
Official Title

Subscribed and sworn to before me this 18<sup>th</sup> day of March, 2019

[Signature]  
Notary Public

My Commission Expires: 6/6/28 :



## SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Karl R Lowe Sex \_\_\_\_\_
2. Home Address 4300 Hallie Cove Jonesboro, AR 72404 Phone No. (870) 530-0350  
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? \_\_\_\_\_
6. Have you ever been convicted of a felony? YES \_\_\_\_\_ NO  If so, give full information \_\_\_\_\_
7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceding this application? YES  **(NO)** If so, give full information. \_\_\_\_\_
8. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceding this application? YES \_\_\_\_\_ NO  If so, give full information \_\_\_\_\_
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) \_\_\_\_\_
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 \_\_\_\_\_
11. Marital Status: Single ( ) Married  Divorced ( ) Separated ( ) Other ( )
12. Furnish complete information regarding members of immediate family:

<u>Relationship</u>	<u>Full Name</u>	<u>Address</u>	<u>Occupation</u>
Spouse	Paula Endara	4300 Hallie Cv, Jonesboro, AR 72404	
Son	Liam O. Lowe	4300 Hallie Cv, Jonesboro AR 72404	


(a) Are any of the above to be connected with the operation of the outlet? No

(b) If so, who and in what capacity? \_\_\_\_\_

13. Give your home address (city or town) and dates at each for the past five (5) years:  
4300 Hallie Cove, Jonesboro AR 72404 (November 2017 - Present)  
Quito, Ecuador (2009- Nov 2017)

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

Your Business or Occupation	Name & Address of Employer	Dates of Employment
Chef Owner	Smoge Restaurants	(2009 - 2017)
<del>Line Cook</del> Omar's Uptown	Omar's Uptown 301 S Main St, Jonesboro AR 72401	(Nov 2017 - July 2018)
Executive Chef	Aramark / Jonesboro Public School 2506 SW Square, Jonesboro AR 72401	(July 2018 - March 2019)

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.

[Signature]  
 Applicant's Signature

STATE OF ARKANSAS

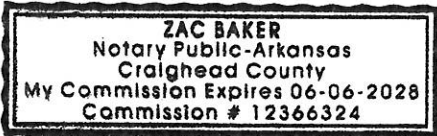
COUNTY OF Craighead

Karl Lowe, 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 18<sup>th</sup> day of March, 2019.

[Signature]  
 Notary Public

My Commission Expires: 6/6/28



**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.

*Linda K Lowe*  
Signature - Full Name

Date

4300 Hallie Cove

Home Address

JONESBORO AR

City

State

72404

Zip

4300 Hallie Cove

Mailing Address

JONESBORO AR

City

State

72404

Zip

890-741-6037

Contact Phone

Business Phone

lklowe48@gmail.com

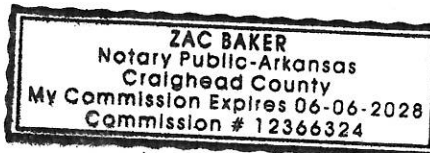
Email Address

Subscribed and sworn to before me this 18<sup>th</sup> day of March, 2019.

Z

Notary Public

My Commission Expires: 6/6/28;



**AUTHORITY TO RELEASE INFORMATION**

Application filled by Applicant -A, Stockholder/Partner - S : \_\_\_\_\_

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[Signature]  
Signature - Full Name

4/8/19  
Date

1208 Madison St  
Home Address

Jonesboro AR 72401  
City State Zip

1208 Madison St  
Mailing Address

Jonesboro AR 72401  
City State Zip

870-926-9957  
Contact Phone Business Phone

Wooten592008@gmail.com  
Email Address

Subscribed and sworn to before me this 8<sup>th</sup> day of April, 2019.

[Signature]  
Notary Public

My Commission Expires: 6/6/28 :





**AUTHORITY TO RELEASE INFORMATION**

Application filled by Applicant -A, Stockholder/Partner - S : \_\_\_\_\_

TO WHOM IT MAY CONCERN:

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To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

[Handwritten Signature]  
Signature - Full Name

Date

4300 Hallie Cove

Home Address

Jonesboro AR 72404  
City State Zip

4300 Hallie Cove

Mailing Address

Jonesboro AR 72404  
City State Zip

(870)530-0350

Contact Phone Business Phone

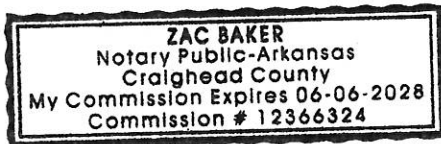
laroots303@gmail.com

Email Address

Subscribed and sworn to before me this 18<sup>th</sup> day of March, 2019.

[Handwritten Signature]  
Notary Public

My Commission Expires: 6/6/28:



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: Lowe First: Karl Middle: Robert
Date of Birth: Sex: Race:
Social Security Number: (not verified, supplied at time of request)
Home/Mailing Address: 4300 Hallie Cove Jonesboro, AR 72404

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -



Requestor Information

Transaction Number: 002681478
Date: 04/02/2019 Agency Reporting: Arkansas State Police

Purpose: Arkansas Code Annotated 12-12-1501 through 1513 allows the release of Arkansas non-criminal justice background information to persons who have the signed consent of the subject of the record. The release form on file with the employer, service provider or third party must indicate that the employer or Service Provider/Third Party Agent on behalf of the employer or subject shall have the authority to request the criminal background check. INA and the Arkansas State Police will hold the third party responsible for any inquiries or audits that may be conducted.

Released To: Alexandria Gillins On Behalf of Baker Firm, P.A.

Representing: Baker Firm, P.A.

Mailing Address: 110 Huntington Av., Suite A Jonesboro, AR 72401

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

THIS LEASE is entered into this 15th day of February, 2019, by and between Viking Capital LLC with property located at 303 S Main Street, Jonesboro, Arkansas 72401 hereinafter referred to as "Lessor" and Karl Lowe, located in Jonesboro, Arkansas, 72401, hereinafter referred to as "Lessee."

### WITNESSETH:

1. Leased Premises. For and in consideration of the payment of the rent and the performance of the covenants contained herein on the part of the Lessee to be performed, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the premises described as 303 S MAIN, together with all improvements thereon (hereinafter the "Premises").

2. Term. The term of the Lease for 303 S MAIN shall be for a period of Three (3) years commencing the 1st day June and ending on the 31st day of May, 2022. **UPON lease signing, tenant will pay \$6000 which will be the total of a \$3200 Deposit and \$2800 for last month of lease. Tenant will assume early possession for April and May, 2019 at No Charge. With opening on June 1, 2019 where tenant will pay June rent of \$2,800.** Repairs and improvements to occur during April and May, 2019. Lessee Will have the a 4 year option to renew with the following rent schedule: Year 4: \$2,900 per month for the entire 4<sup>th</sup> year, Year 5: \$3,000 per month for the entire 5<sup>th</sup> year, Year 6: \$3,100 per month for the entire 6<sup>th</sup> year. Year 7, \$3200 a month for the entire 7<sup>th</sup> year. Lessor also grant's the lessee a first right of refusal during the entire term of this lease AND the optional renewal term. Should a prospective buyer make an offer to lessor, Lessor must grant the Lessee the option to match the offering price, terms or better. Lessor will grant Lessee 48 hours to sign an equal to or greater offer for the entire building OR for the space that Lessee currently occupies which is the commercial ground floor space and partial basement known and 303 s. Main.

3. Rent. The rent for the term of this Lease for 303 S MAIN, JONESBORO AR 72401 shall be Two Thousand eight Hundred Dollars (\$2,800) per month. The first payment of \$2800 will be due on or before June 1, 2019.

4. Use. The Premises of shall be used and occupied only for the purpose of a restaurant/Bar.

5. Improvements. Property to come with all restaurant equipment currently in the building not to exclude dishes, glasses, all kitchen equipment, Tables, Chairs, fixtures unless excluded in separate addendum.

6. Compliance. Lessee shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises and shall comply with all governmental orders and directives for the correction, prevention and abatement of nuisances caused by Lessee in or upon, or connected with the Premises, all at Lessee's sole expense.

7. Taxes. Lessor shall pay all real estate taxes associated with 303 s. Main Suite A . Lessee shall be responsible for all taxes pertaining to the property of Lessee on the Premises and for all licenses, privilege, and occupation taxes, levied, assessed, or charged against Lessee on account of operation of the business on the Premises.

8. Insurance. Lessor, at its expense, from and after the date of execution of this Lease, may maintain such insurance covering the Premises against such loss or damage and in such amounts deemed necessary or desirable by Lessor. Lessee shall maintain at its expense direct risk of loss insurance on all of its personal property, including removable trade fixtures, located in the Premises and on its non-building standard leasehold improvements and all other additions and improvements (including fixtures) made by Lessee.

Notwithstanding anything in this Lease to the contrary, Lessor and Lessee each hereby waive any and all rights of recovery, claim, action or cause of action, against the other, its agents, servants, partners, shareholders, officers, or employees, for any loss or damage that may occur to the Premises, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other cause which could be insured against under the terms of the standard fire and extended coverage insurance policies referred to herein, regardless of cause or origin, including negligence of the

other party hereto, its agents, officers, partners, shareholders, servants, or employees, and covenants that no insurer shall hold any right of subrogation against such other party.

9. Repairs to be completed prior to June 1<sup>st</sup>, 2019 – See attached list of repairs needed.

10. Tenant will perform the Daily/Monthly Repairs and Maintenance. Landlord will provide emergency repair, not including the restraint equipment.

(a) The Lessee shall, during the term of this Lease, at its sole expense, keep the interior of the Premises (except as otherwise specifically imposed upon the Lessor by the provisions of this Agreement or due to Lessor's negligence or willful acts) in as good order and repair as it is at the date of commencement of the term of this Lease, reasonable wear and tear and damage by accidental fire or other casualty not within the control of Lessee excepted.

(b) The Lessor during the term of this Lease, at its expense, shall reasonably maintain, repair and replace, as necessary, and keep in reasonable good order and repair: (1) the HVAC, electrical, plumbing and mechanical lines and equipment associated therewith, exterior broken or damaged glass and exterior damage by vandals (2) the exterior structure of the Premises, including the roof, exterior walls, flooring, foundation, drains, eaves, downspouts and gutters, doors and windows; and (3) the exterior improvements to the Premises, including sewers, utility services, drives, parking areas, walks and landscaping. 4. \$500.00 equipment repair cap. Lessor to pay any cost over \$500.00 to repair or replace current restaurant equipment in the building that is owned by Lessor in the event that equipment is not working to standard. NEW or used equipment brought into the building and owned by the Lessee excluded. 5. Lessee will be 100% responsible for ANY restaurant equipment that may fail, breakdown or need to be replaced up to \$500 for the equipment that is owned by Lessor, during the term of the lease. Lessor is not responsible for buying or furnishing any additional equipment to Lessee other than what is in the kitchen now. Lessor is to provide a working grill. Flat top, oven, six burner salamander, fryer. Lessor will remove the "low Boy" double refrigerator, the double stack convection oven, and the steam table.

11. Condition of Premises. Lessee and Lessor, prior to Lessee taking possession of the Premises, shall thoroughly examine the Premises and work together as a team to remedy defects in the Premises. Lessee's taking possession of the Premises shall be conclusive evidence of Lessee's acceptance thereof in good order and satisfactory condition.

12. Mechanics' Liens Except for the work and materials to be provided by Lessor, hereunder, Lessee agrees to pay promptly for any work or materials provided by 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, and the like. Lessee shall not permit or suffer any lien to attach to the Premises and shall promptly cause any such lien, or any claim therefore, to be released; provided, however, that in the event Lessee contests any such lien, Lessee agrees to indemnify Lessor and, if requested, to deposit with Lessor cash or a surety bond in form and company satisfactory to Lessor in an amount equal to twice the amount of such contested claim.

13. Assignment and Subletting - Lessee may not sublet the premises in whole or in part and shall not sell, assign, mortgage, pledge, or in any manner transfer this Lease, or any interest herein, without in each case having obtained Lessor's prior written consent, which such consent shall not be unreasonably withheld.

14. Law, Ordinances, Etc.

(a) Lessee 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.

(b) Lessee 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 4; (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 Lessee) or explosives, without the written permission of the Lessor 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.

15. Inspection. Lessee agrees that Lessor, its agents, employees or servants, or any person authorized by Lessor, may enter the Premises at ANY 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 Lessor may elect to make and; (c) exhibiting the same to prospective purchasers of the Premises in which the Premises are contained. Lessee agrees that neither Lessee nor any person within Lessee's control will interfere with such entries. Lessee agrees and acknowledges that Lessor or Lessor's staff may enter the property without Lessee present. Lessee will provide Lessor with Alarm System codes and will promptly provide Lessor with 3 copies of keys when and if the lessee changes the locks.

16. Utilities and Janitorial. Lessee to pay for all water and sewer, Electric, Gas, Garbage services. (Cable/Internet), window washing services, PEST CONTROL, cleaning services. Lessee will provide Lessor with Proof of the Vent hood system being tagged and inspected, at Lessee's expense annually. Lessee will keep the required number of fire extinguishers, at Lessee's expense tagged and inspected and current with required codes. Lessee will be responsible for all license renewal fees for any permits through the Alcohol Beverage Control board as well as all business licenses.

17. Damage 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 maintained by Lessee hereunder, the Lessor may, at its 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 Lessor elect to repair or restore, all rent shall abate until the Premises are repaired or restored and possession has been redelivered to the Lessee. Should the Lessor 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 Lessee 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 maintained by Lessee hereunder, the Lessor 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 Lessee 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 Lessee or its employees, there shall be no abatement of rent.

18. Illegal Activities. In the event the Premises, or any part thereof, are used for any illegal activity by Lessee, said activity being prohibited by the laws of the United States, statutes of the State of Arkansas, or any political subdivision thereof, then Lessor shall have the right to terminate this Lease unless Lessee ceases said activities immediately after being given written notice of the illegal activity by Lessor. Such termination by Lessor hereunder shall not relieve Lessee of its obligations under this Lease.

19. 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 Lessee may terminate



this Lease as to the remainder of the Premises if any such partial taking should materially impair Lessee'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 Lessee to Lessor given not later than sixty (60) days after the vesting of title. In the event that Lessee does not terminate this Lease as to the remainder of the Premises, Lessor shall be responsible for any necessary restoration of the improvements on the remainder of the Premises as required for Lessee's use thereof. Provided, however, Lessor's obligation for the cost of restoration of the Premises shall not exceed the amount of any damage award received by Lessor 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 Lessor's mortgage that would occur if the balance of the award received by Lessor 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 Lessor 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 Lessee shall continue to perform its 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, Lessee 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 Lessor and Lessee as of the date of such termination.

(d) Lessor and Lessee 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 Lessor and Lessee 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, Lessor and Lessee 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. Lessor and Lessee 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 Lessee shall be allowed a reasonable time to remove his property from the Premises.

20. Termination and Default. If the Lessee defaults in the performance of any of the covenants, terms, conditions or provisions of this Lease, and after written notice from the Lessor, Lessee

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 Lessor may, at its option (but shall not be required to do so), perform the same for the account of the Lessee and any amount paid or expenses incurred by the Lessor in the performance thereof shall be deemed additional rent and payable when the next installment of rent shall become due. Additionally, if the Lessee defaults in performance of this Lease, or if Lessee shall make an assignment for the benefit of creditors, or if the interest of the Lessee in the Premises shall be sold under execution or other process of law, or if the Lessee shall be adjudged a bankrupt, or if a receiver or trustee shall be appointed for the Lessee by any Court, and, after written notice from the Lessor, Lessee fails to cure such default within ten (10) 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 Lessor may lawfully re-enter the Premises without any demand for possession therefore, and recover possession of the Premises and the improvements thereof, expel the Lessee and those holding under the Lessee and no allowance shall be paid to the Lessee. 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 Lessee under this Lease shall terminate and the Lessee agrees that in the event of such termination, Lessee will indemnify the Lessor against all unavoidable loss of rent and expense of reletting, which the Lessor may incur by reason of such termination for the remainder of the unexpired term of this Lease.

21. Default by Lessor. Lessee may terminate this Lease upon the failure of Lessor to perform any of its covenants under this Lease within thirty (30) days after written notice from Lessee. In the event that any such claimed default is of a nature that it cannot be reasonably cured within thirty (30) days, Lessee shall not have a right to terminate this Lease so long as Lessor is diligently pursuing appropriate action to cure the default if such action was commenced within thirty (30) days after the giving of notice of the default and such default is cured within one (1) year of the giving of notice of default by Lessee. If Lessor shall fail to cure as aforesaid, then and only in such event, Lessee, at its election, shall be entitled to all remedies available at law or in equity, and in addition thereto, Lessee may declare this Lease terminated and void, and vacate the Premises, paying rent only to the date of said vacating; provided,

nevertheless, that if such default by Lessor can be cured by the payment of money, Lessee, at its election, may spend such money as is reasonably necessary to cure such default, and thereafter deduct the amount so spent, together with interest at the rate of six percent (6%), from rent due or to become due hereunder. If such deduction is insufficient to satisfy the amount owed, Lessor shall pay the balance of such sum within thirty (30) days of written demand from Lessee.

22. Alterations. The Lessee shall not make any alterations, additions or improvements to the Premises without the prior written consent of the Lessor, 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 Lessee, shall be the property of the Lessor, and shall remain upon and be surrendered with the Premises without molestation or injury. Lessee may remove its 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 Lessee, and if not repaired by Lessee in a reasonable time and manner, Lessor may repair same and Lessee shall pay the cost thereof.

23. Restrictions on Lessee; Hazardous Substances.

(a) Lessee shall not cause or permit any hazardous substance to be disposed of on or in the Premises by Lessee, Lessee's agents, employees, contractors, or invitees, without first obtaining Lessors' written consent, which may be withheld at the Lessors' sole and absolute discretion. If hazardous substances are disposed of on or in the Premises, or if the Premises become contaminated in any manner due to any act of Lessee, its officers, employees, or agents, Lessee shall indemnify, defend and hold harmless the Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the premises of the building(s) of which they are a part, damages because of adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys', consultant and expert fees arising during or after the term of this Lease and arising as a result of such contamination by Lessee. This indemnification includes, without limitations, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. In addition, if Lessee

causes or permits the presence of any hazardous substance on the premises and this results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the premises to the condition existing before the presence of any such hazardous substance on the premises, provided, however, that Lessee shall first obtain Lessors' approval for any such remedial action.

(b) As used herein, "hazardous substance" shall mean any "hazardous substance, pollutant or contaminant" (as such terms are defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended), asbestos, petroleum products or poly-chlorinated biphenyls or any other substance or material which is included under or regulated by any local, state, or federal law, rule or regulation pertaining to environmental or health and safety regulation, contamination, clean-up or disclosure.

24. 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 hand-delivery, certified mail (return receipt requested), postage prepaid, or overnight delivery service (such as Federal Express), addressed as follows

If to Lessor:

Viking Capital, LLC  
225 S. Main St.  
  
Jonesboro, AR 72401

If to Lessee:

KARL LOWE  
303 S Main  
Jonesboro, AR 72401  
  
870-275-2973

25. Estoppel Certificate. Lessee agrees, at any time and from time to time, upon not less than thirty (30) days prior written notice from the Lessor, to execute, acknowledge and deliver to the Lessor 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 Lessee; (iii) stating whether or not the Lessor 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 Lessee may have knowledge; and (iv) stating the address to which notices to the Lessee shall be sent. Prior to the commencement of, or during the term of this Lease, the Lessor shall, if requested by Lessee, deliver an estoppel certificate, in substance and form described above, relative to the status of this Lease.

26. Surrender of Premises. Lessee shall deliver and surrender to Lessor 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 Lessor during the continuance thereof, ordinary wear and tear and damage by fire or the elements beyond Lessee's control excepted.

27. Rules and Regulations. Lessee covenants and agrees that Lessee will comply with reasonable rules and regulations set by Lessor 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 Lessor.

(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 Lessor. 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) Omitted on purpose

(e) Lessee 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 Lessee, and Lessee 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.

Lessor 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.

28. Binding Effect. The covenants herein contained shall run with the demised premises hereby let, and bind the heirs, personal representatives, assigns and successors of the Lessors and Lessee, respectively.

29. Remedies. No remedy conferred upon or reserved to Lessors or to Lessee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

30. Bankruptcy. Should Lessee file any petition or institute any proceedings under the Bankruptcy Act, either as such Act now exists or under any amendment thereof which may hereinafter be enacted, or under any other act or acts, either as a bankrupt or as an insolvent wherein or whereby Lessee seeks to be adjudicated a bankrupt or to be discharged from any or all of its debt, or to effect a plan of reorganization, or for any other similar relief, or if any such petition or proceedings of the same or similar kind or character be filed or taken against Lessee, or if any receiver for all or a substantial part of the business of Lessee shall be appointed by any Court, and such petition or proceedings shall not be set aside or dismissed or the appointment of said receiver revoked within thirty (30) days, then, and in such event, Lessors may, at Lessors' option, cancel and terminate this Lease on the giving to Lessee of thirty (30) days' notice, in writing.

31. Partial Invalidity. If any term or condition of this Lease or the application thereof to any person or event shall to any extent be invalid or unenforceable, the remainder of this Lease in the application of such term, covenant or condition to persons or event other than those to which it is held

invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

32. Governing Law. This Lease shall be construed in accordance with the laws of the State of Arkansas. In the event either party to this Lease is required to bring any action at law or in equity against the other party to enforce any terms of this Lease, the losing party hereby agrees to pay the prevailing party's reasonable attorney's fees as they may be fixed by the court.

33. Entire Agreement-Amendment. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended, in writing, if the writing is signed by the party obligated under the amendment.

34. Quiet Enjoyment. If Lessee shall perform all of the covenants and agreements herein provided to be performed by Lessee, Lessee shall, at all times during the term of this Lease, have the quiet enjoyment and peaceful possession of the leased premises without hindrance from Lessors or any persons claiming under Lessors, except as may be provided for herein.

35. Surrender of Premises. Lessee shall deliver and surrender to Lessor 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 Lessor during the continuance thereof, ordinary wear and tear and damage by fire or the elements beyond Lessee's control excepted.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease as of the day and year first above written.

Viking Capital, LLC

 3-12-19  
Lessor Date

KARL LOWE

  
Lessee Date



**Attachment - Repairs and improvements requested and agreed upon prior to opening;**

--Lessor and Lessee will work together paying for both material and providing labor by Lessor and working alongside Karl Lowe, Lessor to spot patch and repair the parts of the kitchen flooring and bar flooring that need to be replaced only to the extent of the amount of work necessary to pass the health departments inspection.

--Lessor and Lessee to clean all restaurant equipment and bathrooms to health code standards.

--Lessor and Lessee will locate a fair and reasonably priced hood cleaning service or Lessor will pay for the cost of the service or the rental of the equipment for Lessor and Lessee to work together to clean hood filters, duct, motor and fan. Lessor will pay for the Ansel system to be inspected by a certified inspector and tagged accordingly. Lessee will be responsible for all future inspections of the Ansel system as well as fire extinguisher annual inspections.

--Lessor to reconnect printer line in kitchen.

--Lessor to clean and paint walls in kitchen.

--Lessor to Make sure all restaurants and fire safety equipment is in working condition and of code. This includes walk-in, ovens, stove tops, beer coolers, wine coolers, refrigeration of any kind for the June 1<sup>st</sup> opening. After June 1<sup>st</sup>, 2019, Lessee will be responsible for repairs, both material and labor up to \$500

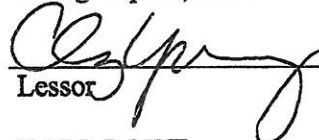
--Lessor to have a licensed HVAC person inspects and repair heat and air.

--Lessor to have property fully serviced for bugs by certified Pest Company.

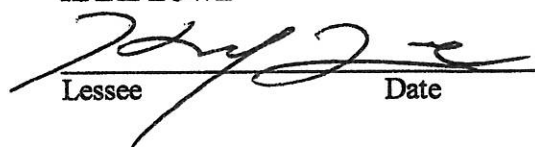
--Lessee will paint interior, exterior and chairs as approved by Lessor. Lessor's maintenance man will help Lessee Paint.

--Liquor License in place prior to opening Paid for in full by Lessee. Lessor is not responsible for paying for or obtaining the license. If the Lessee does not receive the Liquor License Landlord will Refund the unspent portion, by providing documented recipes, of the Lessee's \$3,000 deposit. Lessee will forfeit ant rent, materials; work paid for by Lessee from the signing of this lease to the date where Lessee is informed that a liquor permit will not be obtained by lessee.

Viking Capital, LLC

 3-12-19  
Lessor Date

KARL LOWE

  
Lessee Date

Waterwheel Hunting Club, INC

N	Name	Last Name	Address
1	Shakirta	Robinson	425 Steele Apt C, Jonesboro AR 72404
2	Krystan	Quinn	505 W Stroud St, Jonesboro AR 72401
3	Laura	Vargas	406 S Main St, Jonesboro AR 72401
4	Michael	Nave	406 S Main St, Jonesboro AR 72401
5	Leisa	Parker	1106 William Hall Dr, Paragould AR 72450
6	Amy	Geswen	2014 W Nettleton St #7, Jonesboro AR 72401
7	Paula	Rober	1112 Medallion Dr, Jonesboro AR 72404
8	Madison	Payne	109 N Parkview, Trumann AR 72472
9	Bobby	Williams	517 Greene 155 Rd, Paragould AR 72450
10	Gage	Barker	3994 County Road 757, Jonesboro AR 72401
11	Anthony	Mansfield	1302 N Patrick St, Jonesboro AR 72401
12	Justin	Walker	1031 Freeman St, Jonesboro AR 72401
13	Nikki	Powell	208 South Main St, Jonesboro AR 72401
14	Jennifer	Castell	1760 Holly st, Jonesboro AR 72401
15	Chris	Finley	160 Kimberly Dr, Jonesboro AR 72401
16	Jorge	Resendiz	4500 Kami Cir, Jonesboro AR 72404
17	Clabe	Flecher	3200 Spingwood Dr, Jonesboro AR 72404
18	Sam	Sloan	203 Gilmore Swifton, AR 72471
19	Matt	Huth	3711 Hollan Dr, Jonesboro AR 72401
20	Stephaine	Willbanks	609 HoneySuckle, Trumann AR 72472
21	Jordan	Wooten	1208 Madison st, Jonesboro AR 72401
22	Micah	Walker	1620 Latourette Dr #7 Jonesboro, AR 72404
23	Braden	Walls	4204 Aggie Rd #3 Jonesboro, AR 72401
24	Taylor	Dickinson	1007 Cobb St Jonesboro, AR 72401
25	Katherine	Beard	2630 Glenn Place Jonesboro, AR 72404
26	Brandon	Stevens	808 E. Lakeshore Drive Jonesboro, AR 72401
27	Allen	Williams	123 Huntcliff Dr Jonesboro, AR 72404
28	Seth	Freeman	702 Spencer Dr Paragould, AR 72450
29	Jennifer	King	620 Leah Lane Manila, AR 72442
30	Cody	Barret	603 Hunters Ridge Dr, Jonesboro AR 72404
31	Justin	Thader	231 S Main St, Jonesbro AR 72401
32	Rachel	Worthington	1309 Vine St, Jonesboro AR 72401
33	Robert	Clayton	320 S Main St, Jonesboro AR 72401

34	Justin	Henson	205 Arlington Ct Jonesboro, AR 72401
35	RC	Cline	1065 Co Rd 118 Bono, AR 72416
36	Andrew	Mason	308 Blalock St Bay, AR 72411
37	Camille	Brewington	140 Co Rd 789 Wynne, AR 72396
38	Caleb	Brewington	140 Co Rd 789 Wynne, AR 72396
39	Cassi	Panter	105 Morgan st Bay, AR 72411
40	Jacob	Dooley	202 McCarty St Brookland, AR 72417
41	Andrew	Miller	1906 Warner Ave Jonesboro, AR 72401
42	Kyle	Harrison	1601 Courtney Cove Jonesboro, AR 72401
43	Sarah	Reeves	205 S Main Apt 204 Jonesboro, AR 72401
44	Emily	Harwell	200 Matthews Dr Hot Springs, AR 71901
45	Dulce	Almanea	4304 Aggie Rd Apt 101 Jonesboro, AR 72401
46	Veronica	Resendiz	1705 Rains St Jonesboro, AR 72401
47	Michael	Quessenberry	802 Hester St Apt B2 Jonesboro, 72401
48	Tad	Dobbins	230 County Road 7598 Jonesboro, 72401
49	Joseph	Heustess	401 East St Jonesboro, AR 72401
50	Paige	Franklin	723 West Oak Jonesboro, AR 72401
51	Alex	Moreno	401 E Cherry Ave Jonesboro, AR 72401
52	Daniel	Nanney	1907 Macon Cove Jonesboro, AR 72401
53	Anthony	Smith	703 Gladiolus Dr Jonesboro, AR 72404
54	Sarah	Hedrick	3432 Village Meadow Dr Jonesboro, AR 72401
55	Ben	Moore	3700 S Caraway Rd Apt 2 Jonesboro, AR 72404
56	Chelsea	Duff	2519 Forest Home Rd Apt 58 Jonesboro, AR 72401
57	James	Sheperd	401 East St Jonesboro, AR 72401
58	Jone	Rome	202 South 13th Avenue Paragould, AR 72450
59	Spencer	Ezell	5555 Macedonia Rd Jonesboro, AR 72401
60	Krisline	Breyette	304 Concord St, Jonesboro AR 72401
61	Christian	Culbreath	1906 Warner Ave, Jonesboro AR 72401
62	Philip	Faulkner	2646 Glenn Pl Apt 48 Jonesboro, AR 72404
63	Wade	Jewell	2646 Glenn Pl Apt 48 Jonesboro, AR 72404
64	Hannah	Chambers	2101 Browns Ln Apt 7 Jonesboro, AR 72401
65	Donnie	Walters	304 Concord St, Jonesboro AR 72401
66	Alexandra	Crone	1908 Broadmoor Rd Jonesboro AR 72401
67	Dakota	Mcgregor	250 Co Road 753 Jonesboro AR 72401
68	Alison	Puryear	2101 Browns Ln Apt 7 Jonesboro, AR 72401
69	Joey	Crawford	621 E W Matthews Jonesboro, AR 72401
70	Chris	Jones	500 N Caraway Rd Apt 6, Jonesboro AR 72401
71	Steve	Brooks	300 Creath Ave #110 Jonesboro, AR 72401

72	Chris	Lawrence	4017 Cypress Moss Cove Jonesboro, AR 72401
73	Travis	McAlister	926 Marcow St Jonesboro, AR 72401
74	Jan S	Bloom	2500 Davis Dr Jonesboro, AR 72401
75	Spencer	Traynom	603 Stratford Dr Apt 1 Jonesboro, AR 72401
76	Haille	Allen	401 East Street Apt 8 Jonesboro, AR 72401
77	Amber	Lindley	2906 Minx Ln Jonesboro, AR 72404
78	Joseph	Moss	726 W Washington Ave Jonesboro, AR 72401
79	Zachary	Smock	701 Flint St Jonesboro, AR 72401
80	Darby	Proctor	3800 Raider Rd Apt A Jonesboro, AR 72404
81	Sandra	Esparza	1807 Alonzo St Jonesboro, AR 72401
82	Meredith	Clark	2707 Wakefield Apt 3 Jonesboro, AR 72404
83	Lance	Wallis	102 E Stroud St, Jonesboro, AR 72401
84	Angela	Sylvia	1604 Metzler Ln Jonesboro, AR 72401
85	Allison	McArthur	405 W Highland Jonesboro, AR 72401
86	Brian	Nobles	1300 S Church St Apt E6 Jonesboro, AR 72401
87	Jimbo	Connell	1907 Macon Cove Jonesboro, AR 72401
88	Anthony	Diorio	304 E Stroud St Jonesboro, AR 72401
89	Emma	Johnson	268 SFC 10 Palestine, AR 72372
90	Kaycee	Estes	217 East #108 Jonesboro, AR 72401
91	Zachary	Gairhan	217 East #108 Jonesboro, AR 72401
92	Brian	Gentzel	3719 Stadium Blvd Apt B4 Jonesboro, AR 72404
93	Kellie	Holmes	211 Cate Ave Apt H Jonesboro, AR 72401
94	Jackson	Russell	4112 Park Hill Blvd Jonesboro, AR 72404
95	Kodi	Clemons	410 Wildwood Point Jonesboro, AE 72401
96	John	Yates	20185 Greenfield Rd Harrisburg AR 72432
97	Aleksey	Rayevskiy	314 Mallory Ct Jonesboro AR 72401
98	Lauren	Davis	1604 Aggie Road Apt 2 Jonesboro, AR 72401
99	Lisa	Burks	1500 Old Bridger Rd Jonesboro, AR 72401
100	Ashley	Puckett	209 S Main St Jonesboro, AR 72401
101	Johnathan	Mondragon	100 Church St Leachville, AR 72438
102	Brandon	Calhoun	217 East Street #112 Jonesboro, AR 72401
103	Drew	Calhoun	619 Co Road 169 Corning, AR 72422
104	Jon	Calhoun	619 Co Road 169 Corning, AR 72422
105	Chad	Goodson	1109 Lexi Lane Paragould, AR 72450
106	Kara	Richey	1308 S Main St Jonesboro, AR 72401
107	Lauren	Finley	430 Steele Ave Jonesboro, AR 72401
108	Kathy	Estes	2524 Pickren Hall Rd Viola, AR 2583
109	Debbie	Gairhan	2502 Catharine Dr Jonesboro, AR 72404

	Joe Clay	Young	1107 Oak Meadow Blvd Jonesboro, AR 72401
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