

City of Jonesboro Private Club Review and Conditions Form

Date <u> </u>	Non-Profit Corp. Sunflower Social Clu
Address 2915 Ka	azi
Applicant on Behalf of Clu	b Ken A. Yarbrough
Home Address	1716 Christian Valley Dr
Business Name	Poppy's Beach Grill + Event Center
Business Address	2915 Kazi
City of Jonesboro officia	
Police Department: Has a If yes Has N	Copy of membership list YesNoNoNo
Comments:	
Approve? Yes No _	Signature Chief of Police Chief Juk Cutt
Planning and Zoning Dep	partment:
Hours Copy (of Private Club: Restaurant Hotel/Motel of Operation? of menu for food service? Yes Contract the Club: Restaurant No
	Signature Planning Director
City Clerk:	
	eceived
Date e	entered in Legistar
Annro	Ve Dony

JIM LYONS jlyons@leclaw.com Keenan Ball Trial College Faculty

,

DALTON HUERKAMP dhuerkamp@leclaw.com Also Licensed in Missouri Lyons & Cone, P.L.C.

MIKE CONE mikecone@leclaw.com Master of Laws in Agricultural Law

ATTORNEYS AT LAW
407 SOUTH MAIN
PO BOX 7044

JONESBORO, ARKANSAS 72403-7044
870-972-5440 • FAX: 870-972-1270
WEBSITE: WWW.LECLAW.COM

February 1, 2022

HAND DELIVERED

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

Re:

Application for Private Club Permit – Sunflower Social Club, Inc. d/b/a Poppy's Beach Grill & Event Center

Dear Sirs:

Please find enclosed the following:

- 1. City of Jonesboro, Application for Private Club Permit (Completed, signed and notarized);
- 2. Schedule A Individual's Personal History (Completed, signed and notarized);
- 3. Authority to Release Information (Completed, signed and notarized there are three (3) of these one for Ken Yarbrough, Jonathan Yarbrough and Zach Gartman);
- 4. Arkansas Criminal History Report for Ken Yarbrough;
- 5. Real Estate Lease between Ken Yarbrough and Sunflower Social Club, Inc. d/b/a Poppy's Beach Grill & Event Center;
- 6. Alphabetized member list (146 names) for Sunflower Social Club, Inc. d/b/a Poppy's Beach Grill & Event Center; and
- 7. Receipt from the City of Jonesboro Collections Department showing payment of \$250.00 application fee.

If you have any questions or comments, please do not hesitate to call. Thank you for your cooperation.

Sincerely,

Jim Lyons

JL/ab

Enclosures

F:\WP60\Yarbrough, Ken Liquor License\Poppys.JPD.Application.ltr.wpd

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.

Sunflower Social Club,	Inc. d/b/a Poppy's Beach Gri	ill & Event Cente	r	
Non-Profit Corporation			FEIN #	
APPLICANT ON BEHALF	OF Ken	A.	Y	arbrough
	First	Middle		Last
HOME ADDRESS	1716 Christian Valley Dr.	Jonesboro	72404	Craighead
	Street	City	Zip	County
BUSINESS NAME	Poppy's Beach Grill & Eve	ent Center		
BUSINESS ADDRESS	2915 Kazi	Jonesboro	72404	Craighead
	Street	City	Zip	County
Does the club own the pre Ken Yarbrough	mises? No		_ If leased, give	name and address of owner:
ls your establishment prim Yes	narily engaged in the business o	of serving food for o	consumption or	n the premises?
If the answer to the above all activities to be offered.	question is no, then what type	e of business will yo	ou be engaged i	n on the premises? Please list
Does anyone now hold an	alcoholic beverage permit at th	is location? No	If so, give na	me, address and permit no(s).

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

NAME	TITLE	<u>ADDRESS</u>
Ken A. Yarbrough	President	P. O. Box 17250, Jonesboro, AR 72403
Jonathan Yarbrough	Vice-President	P. O. Box 17250, Jonesboro, AR 72403
Ken A. Yarbrough	Secretary	P. O. Box 17250, Jonesboro, AR 72403
Zach Gartman	Treasurer	P. O. Box 17250, Jonesboro, AR 72403

	governing body, or any club officer, been under the sentence viction of a felony within two (2) years preceding the date nin -
Signed this day of December	Signature of Applicant/Managing Agent
Subscribed and sworn to before me this $\sqrt{\ \ \ }$ day of $\overline{\ \ }$	President Official Title eccember
My Commission Expires: $\sqrt{20/28}$:	Notary Public

SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

Isu	bmit answers to the	following question	ons under oath:				
1.	Name_Ken A.	. Yarbrough		9	Sex D	ate of Birth	
2.			Valley Drive, Jor City				870-243-5065
3.	Are you a perso	n of good moral o	character and repu	tation in your	community?	Yes	
4.			ENT RESIDENT ALII				
5.	Are you a reside	ent of Craighead o	county? Yes				
	If not, do you liv	ve within 35 mile	s of the premises t	o be permitte	ed?		
6.	Have you ever b	een convicted of	a felony? YES	No <u>X</u>	If so, give	e full informa	ation
7.			violation of any NO If so, give fu	_			nin the five (5) years
8.	Have you had a application? YE	ny alcoholic bev	erage permit issue	ed to you rev Il information	oked within th	ne five (5) y	ears preceeding this
9.	Do you presently permit number(s		u ever held an alco	holic beverag	e permit(s)? _	No If so, §	give name, place, and
10.	6 6 6		ed a permit at the				onths? No
11.	Marital Status:	Single () N	Married (X) Div	orced ()	Separated ()	Other ()	
12.	Furnish complete	e information reg	garding members o	f immediate f	family:		
	Relationship	<u>Full</u>	Name		Address		<u>Occupation</u>
	Wife	Corliss Lynn	Yarbrough	1000	tian Valley D , AR 72404		Housewife

				=		
(a)	Are any of the ab	ove to be con	nected with the oper	ation of the outlet? N_{i}	0	
(b)	If so, who and in					
13.	1716 Christian	Valley Drive	e, Jonesboro, AR 7	each for the past five (5) y 2404	ears:	
14. C	overing the past fiv	e (5) years, gi	ve in detail the follov	ving:		
	Your Business or	Occupation	Name & Ado	ress of Employer	Dates	s of Employment
	Ken Yarbrough l	Farms	Ken Yarbrough Fa 1716 Christian Val	rms ley Dr., Jonesboro, AR	more than	10 years

Divisio	n, nor will any age	ent or employ	ee be allowed to vio	s State or any regulation late any law or regulation	n. It is here	by consented that the
Divisio license	n, nor will any age	ent or employ	ee be allowed to vio		n. It is here cement offic	by consented that the
Divisio license other l	n, nor will any age d premises and its	ent or employ	ee be allowed to vio	late any law or regulation all times to all law enforce	n. It is here cement offic	by consented that the
Divisio license other l	n, nor will any age ed premises and its egal process.	ent or employ books and red	ee be allowed to vio	late any law or regulation all times to all law enforce	n. It is here cement offic	by consented that the
Divisio license other I STATE	n, nor will any age of premises and its egal process. OF ARKANSAS	ent or employ books and red	ee be allowed to vio cords shall be open a	late any law or regulation all times to all law enforce to all law enf	n. It is here cement office	by consented that the ials without warrant o
Divisio license other l STATE COUNT Ken	on, nor will any age and premises and its egal process. OF ARKANSAS TY OF CRAIGHE. A. Yarbrough of the questions to	ent or employ books and red	ee be allowed to vio cords shall be open at	late any law or regulation all times to all law enforce	es and says	by consented that the ials without warrant o
Divisio license other l STATE COUNT Ken A	on, nor will any age and premises and its egal process. OF ARKANSAS TY OF CRAIGHE. A. Yarbrough of the questions to to to	AD which he/she	ee be allowed to vio cords shall be open at	late any law or regulation all times to all law enforce Applicant's Signature ly sworn on oath depose and that his/her said answers.	es and says	by consented that the ials without warrant of the ials wit
Divisio license other l STATE COUNT Ken A	on, nor will any age and premises and its egal process. OF ARKANSAS TY OF CRAIGHE. A. Yarbrough of the questions to to to	AD which he/she	ee be allowed to vio cords shall be open at , being first du e has made answer, a	late any law or regulation all times to all law enforce Applicant's Signature ly sworn on oath depose and that his/her said answers.	es and says	by consented that the ials without warrant of the ials wit

SUNFLOWER SOCIAL CLUB, INC. d/b/a Poppy's Beach Grill & Event Center Board of Directors as of December 20, 2021

BOARD OF DIRECTORS:

Ken Yarbrough Jonathan Yarbrough Zach Gartman 1716 Christian Valley Dr., Jonesboro, AR 72404 5718 Weaver Rd., Jonesboro, AR 72404

605 Lawson, Jonesboro, AR 72404

AUTHORITY TO RELEASE INFORMATION

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

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.			
To facilitate this investigation, I do hereby give my conse information from their records to the City of Jonesboro.	nt and authority for a	ny public utility or police a	gency to furnish
	Keneth	a 1 and	
		Signature – Full Name	
	12 - 17 ·	- ¿ ф	
		II D	
	1716 Christian Val	lley Drive	
		A.D.	72404
	Jonesboro City	AR State	72404 Zip
		State	ΣIÞ
	P. O. Box 17250		
	Mailing Address		
	Jonesboro	AR	72403
	City	State	Zip
	(870) 243-5065	(870) 243-	5065
	Contact Phone	Business	s Phone
	kyarbrough@centr	alcts.com	
	Email Address		
Subscribed and sworn to before me this day of _	December		
		us we	<u></u>
	Notary Public		
My Commission Expires: ししつしる:			
		MINITER WILLIAM	
		OTADIO	
		PUBLIC	44 64 64
		#12704708	4 1 6 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
		PUBLIC # 12704708	
		COUNT Think	



AUTHORITY TO RELEASE INFORMATION

A - H - H - CH - I - A - H - A - H - A - H - A - A - A - A	S
Application filled by Applicant - A, Stockholder/Partner - S:	

TO WHOM IT MAY CONCERN:

I understand that the Alcoholic Beverage Control Enforcement Division will conduct a thorough investigation before a final decision is made regarding my eligibility to hold an 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 Alcoholic Beverage Control Enforcement Division and the Alcoholic Beverage Control Board.

Such	. Gan	trun
Signatu	ıre - Full Nam	e
12-17	-2021	
Date		
605 Lawson		
Home Address		
Jonesboro	AR	72404
City	State	Zip
P. O. Box 17250		
Mailing Address		
Jonesboro	AR	72403
City	State	Zíp
870-926-4404		870-926-4404
Contact Phone		Business Phone
zgartman@centra	alcts.com	
E-Mail Address		

Sworn and subscribed before me this \(\frac{1}{1} \) day of \(\frac{December}{V} \) Notary Public \(\frac{1}{1} \)

My Commission Expires: 6 20 28

(Revised 3/08)



AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant - A, Stockholder/Partner - S:	S
Ty Ocockholaciyi alitici 0 :	

TO WHOM IT MAY CONCERN:

I understand that the Alcoholic Beverage Control Enforcement Division will conduct a thorough investigation before a final decision is made regarding my eligibility to hold an 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.

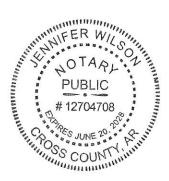
To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the Alcoholic Beverage Control Enforcement Division and the Alcoholic Beverage Control Board.

funth	- 4~	M
Signatu	ire - Full Name	•
12	2-17-21	
Date		i e
5718 Weaver Ro	1.	
Home Address		
Jonesboro	AR	72404
City	State	Zip
P. O. Box 17250		
Mailing Address		
Jonesboro	AR	72403
City	State	Zíp
870-897-5561		870-897-5561
Contact Phone		Business Phone
jyarbrough@cent	tralcts.com	
E-Mail Address		

Sworn and subscribed before me this \(\frac{1}{7} \) day of \(\frac{December}{2021} \).

My Commission Expires: 62028

(Revised 3/08)



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: Yarbrough

First: Ken

Middle: A

Date of Birth:

Sex:

Race:

Social Security Number:

(not verified, supplied at time of request)

Home/Mailing Address: P.O. Box 17250 Jonesboro, AR 72403

- NO CRIMINAL HISTORY FOUND FOR THIS

Requestor Information

Transaction Number: ABC003411319

Date: 12/22/2021

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: Elizabeath Thompson On Behalf of Alcoholic Beverage Control

Representing: Alcoholic Beverage Control

Mailing Address: 101 East Capitol, Suite 401 Little Rock, AR 72201

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

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

This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last three (3) years that has not been to court and whether the person is a registered sex offender or required to register as a sex offender. Juvenile arrest and/or court information will not be released on this report.

LEASE AGREEMENT

LEASE AGREEMENT ("Lease") made and entered into this ______ day of January, 2022, by and between Ken Yarbrough (hereinafter "Lessor") and Sunflower Social Club, Inc., d/b/a Poppy's Beach Grill & Event Center (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessor owns certain real property located in Jonesboro, Craighead County,
Arkansas which Lessor desires to lease to Lessee;

WHEREAS, Lessee is desirous of leasing such real property from Lessor; and WHEREAS, the parties are desirous of setting forth their rights, liabilities, obligations and responsibilities in writing.

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

LEASED PREMISES. Lessor hereby lets, leases and demises unto Lessee subject
to the terms and conditions hereinafter set forth, the following described real property situated in
Craighead County, Arkansas, to wit:

2915 Kazi, Jonesboro, Arkansas

To have and to hold the Premises unto the said Lessee for and during the Term and any Additional Term(s) hereof upon the terms and conditions set forth herein.

2. ORIGINAL TERM AND RENT. This Lease shall commence on the 1st day of March, 2022 ("Commencement Date") and shall continue for a period of one (1) year, ending at midnight on the 28th day of February, 2023 ("Original Term"). Lessee agrees to pay to Lessor the sum of Eight Thousand One Hundred Fifty Eight and 00/100 Dollars (\$8,158.00) ("Original Term Monthly Rental Amount") for each calendar month of the entire Original Term of the

Lease. The first payment shall be due on March 1, 2022, and shall continue for the each month of the Original Term.

- 3. OPTION PERIODS AND RENT. If Lessee has kept all of the covenants and provisions of this Lease to be kept and performed by Lessee, Lessor hereby grants to Lessee an option to renew this Lease on an annual basis on the same terms and conditions as contained herein except that Monthly Rental Amount shall increase as set forth below. Lessee shall give Lessor written notice of the exercise of each option period at least ninety (90) days prior to the expiration of the then current Term. The Monthly Rental Amount for all of the months of each option period shall be Ten Percent (10%) greater than the Monthly Rental Amount for the previous Term, i.e. the Monthly Rental Amount for each of the twelve (12) months of the first Option Period shall each be the sum of Eight Thousand Nine Hundred Seventy Three and 80/100 Dollars (\$8,973.80). In addition to the rent payments due, Lessee shall pay to Lessor a five percent (5%) late fee if any rent payment is received more than fifteen (15) days following the due date of each month during the Term of this Lease.
- 4. <u>USE OF THE PREMISES</u>. Lessee agrees that the Premises shall be used for the purpose of a private club and restaurant for the entertainment of the members and their guests. Lessee hereby covenants that the Premises, including all buildings and improvements thereon, shall during the Term of this Lease be used only and exclusively for lawful purposes, and no part of the Premises or improvements thereon shall be used in any manner whatsoever for any purpose in violation of the laws of the United States, the State of Arkansas, or the ordinances or laws of the City of Jonesboro.
- 5. <u>ALTERATIONS</u>. Lessee agrees that he shall not make any changes, alterations, modifications, or additions of a structural nature in or about the Premises without receiving prior

written approval from Lessor, except for minor non-structural alterations or additions not of a permanent nature. If the Lessee desires to make any structural alterations or additions, then Lessee shall give written notice thereof to Lessor and Lessor shall approve or give notice of the lack of approval within thirty (30) days following notice thereof. If Lessor fails to give any notice within such thirty (30) day period, then such alterations shall be considered approved.

6. MAINTENANCE AND REPAIRS. Lessor shall, at its sole cost and expense, maintain the interior of the Premises in good order, condition and repair. Further, Lessor shall at its own cost and expense maintain the electrical, heating, air conditioning, water and plumbing systems of the Premises. Unless set forth in writing to the contrary and signed by the parties, Lessee shall not have any obligation of any kind whatsoever in connection with the maintenance or repair of the Premises except for items damaged by Lessee, its employees, members or guests. In addition, Lessor shall be responsible for and shall maintain the exterior walls and roof of the Premises in good repair throughout the term of this Lease.

7. INSURANCE.

- (a) <u>Property Damage</u>. During the Term of this Lease, Lessor shall maintain and keep in full force and effect, at its sole cost and expense, a standard comprehensive policy of property damage insurance with respect to the Premises for Lessee's property on the Premises. Lessee shall be responsible for providing the liquor liability insurance for such private club. Lessor shall maintain insurance protecting the real property and all appurtenances attached thereto.
- (b) <u>Liability</u>. During the Term of this Lease, Lessee shall maintain and keep in full force and effect, at its sole cost and expense, a general policy of comprehensive public liability insurance insuring Lessor and Lessee against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such liability

insurance shall have the following minimum coverages, to wit: One Million and 00/100 Dollars (\$1,000,000.00) per person and Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence with Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for damage to property.

- (c) <u>Certificate of Insurance</u>. Lessee shall furnish to Lessor upon request, and if not requested more often, at least annually: (i) a certificate of insurance showing such insurance to be in full force and effect; and (ii) proof that the premiums necessary to keep said insurance in full force and effect have been timely paid.
- (d) <u>Miscellaneous</u>. Insurance required hereunder shall be with such companies and in such form as is reasonably satisfactory to the Lessor. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days' prior written notice to the Lessor. Lessee shall, within ten (10) days prior to the expiration of such policies, furnish Lessor with renewals or binders for renewal coverage.
- 8. <u>TAXES</u>. Lessor shall pay all real estate taxes and assessments on the Premises.

 However, Lessee shall pay all taxes on the property of Lessee located on the Premises as well as all taxes, licenses and other similar charges upon the business of Lessee.

9. DAMAGE OR DESTRUCTION OF THE PROPERTY.

damaged by vandalism, fire, storm, wind, or other casualty so as to render the Premises uninhabitable, and such damage cannot reasonably be expected to be substantially repaired within one hundred fifty (150) days, Lessee shall have the option for a period of thirty (30) days following the date of such damage to terminate this Lease by written notice to Lessor. In the event such damage does not render the Premises uninhabitable or it is reasonably expected that the Premises will be substantially repaired within one hundred fifty (150) days, Lessee shall not

have the right to terminate this Lease. In the event this Lease is not terminated by Lessee, Lessor shall, as soon as practical, institute action to repair and rebuild the damaged portion of the Premises. In no event shall Lessor be obligated to expend more than the insurance proceeds received by Lessor by reason of such damage.

- damaged and action is undertaken by Lessor to repair or restore the Premises, the rent payable for the period when such damage, repair, or restoration continues shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired (except as provided by the loss of rents coverage). The aggregate amount of abatement hereunder shall not exceed the full monthly rental provided hereunder. Except for abatement of rent, if any, Lessee shall have no claim against Lessor for any liability, cost, obligation, or expense caused by reason of such damage, destruction, repair or restoration.
- 10. <u>ASSIGNMENT OR SUBLETTING</u>. Lessee shall neither assign nor sublet the Premises nor any part thereof without the written consent of Lessor, but such written consent shall not be unreasonably withheld. In no event shall the subletting or assignment of this Lease relieve the Lessee of any of the covenants, agreement and obligations imposed upon Lessee in this Lease.
- 11. <u>EVENTS OF DEFAULT</u>. Any one or more of the following events shall be deemed an event of default by Lessee under this Lease:
- (a) failure by Lessee to timely pay any installment of rent and late fees, if applicable, provided herein as and when due and payable or within thirty (30) days thereof;
- (b) failure by Lessee to comply with any term, provision, or covenant of this Lease, other than the payment of rent, for a period of thirty (30) days after written notice thereof has

been given by Lessor;

- (c) the breach of any representation or warranty of Lessee contained herein;
- (d) Lessee deserting or vacating all or any substantial portion of the Premises for a period of ten (10) days or more except when due to damage to the building;
- (e) Lessee: (i) suspending or discontinuing its business; (ii) making an assignment for the benefit of creditors; (iii) generally not paying its debts as they become due; (iv) becoming insolvent; (vii) filing any petition or answer seeking for itself any reorganization, arrangements, composition, readjustment of its debts or for liquidation, dissolution or other similar relief; (viii) petitioning or applying to any court for any receiver, custodian, or trustee for all or substantially all of its property or assets or by the subject of any such proceeding filed against it; (ix) filing an answer admitting or not contesting the material allegations or any such petition filed against it or any order, judgment or decree approving such petition in any such proceeding; (x) seeking, approving, consenting to, or acquiescing in any such proceeding for the appointment of any such trustee, receiver, custodian, liquidator or agent for it or any substantial part of its property or if an order is entered appointing any such trustee, receiver, custodian, liquidator or agent; or (xi) taking any formal action for the purpose of effectuating any of the foregoing;
- other decree or order is entered by a court having jurisdiction: (i) adjudging Lessee as bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization, liquidation, arrangements, adjustment or composition of Lessee or its property under the United States bankruptcy laws or any other applicable federal or state law; (iii) appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) for Lessee or for any substantial part of Lessee's property; or (iv) ordering the winding up or liquidation of

Lessee's affairs; or

- (g) any judgment or decree against Lessee remaining unpaid, unstayed on appeal, undischarged, unbonded, or undismissed for a period of thirty (30) days or more.
- 12. <u>REMEDIES</u>. Upon the occurrence of any event of default as provided herein,

 Lessor shall have the option to pursue any one or more of the following remedies without notice

 or demand, and without prejudice to any rights or remedies otherwise available at law or in

 equity:
- (a) to re-enter and repossess the Premises and expel and remove Lessee and any other person who may be occupying the Premises without being liable for trespass or any damages thereof;
- (b) to terminate this Lease by giving written notice thereof to the Lessee, as of a date to be specified in such notice which shall be at least thirty (30) days after the date on which such notice is given, in which event this Lease and the Term, but not the Lessee's continued liability hereunder, as hereinafter provided, shall expire and terminate upon the date specified in such notice as aforesaid, as fully and as completely as if the date specified in such notice was the date definitely fixed in this Lease for expiration, and the Lessee shall quit and surrender the Premises to Lessor on or before said date, without cost or charge to Lessor;
- (c) to relet any or all of the Premises for the Lessee's account for any or all of the remainder of the Term as hereinabove defined, or for a period exceeding such remainder.
- (d) to cure such event of default in any other manner (after giving the Lessee written notice of Lessor's intention to do so except in the case of emergency), in which event the Lessee shall reimburse Lessor for all expenses incurred by Lessor in doing so, including attorney's fees, plus interest on all such expenses at the lesser of ten percent (10%) per annum or the highest rate

then permitted by applicable law, which expenses and interest shall be additional rent and shall be payable by the Lessee immediately upon demand thereof by the Lessee; and/or

- (e) to exercise any other right or remedy available at law or in equity or otherwise.
- 13. <u>LESSOR'S INSPECTION</u>. Lessor shall have the right, at all reasonable times and hours to enter upon the Premises for the purpose of making inspections. However, this right shall not be exercised in a manner which unreasonably interferes with the normal conduct of the Lessee's business on the Premises.
- 14. <u>CONDITION OF THE PREMISES</u>. Lessee hereby accepts the Premises and any equipment therein and will keep and maintain said Premises, fixtures and equipment during the Term hereof in good working condition. At the expiration of the Term, Lessee shall return the Premises, equipment and fixtures without damage caused by Lessee, its employees, members or guests.
- 15. <u>SIGNS</u>. Lessee shall not hang or place any sign, attachment or display of any kind to or upon the building and Premises or hang therefrom any such sign, attachment or display without Lessor's prior approval. However, Lessor shall not unreasonably withhold approval of any sign which is consistent with the architecture of the Premises.
- 16. <u>UTILITIES</u>. During the Term of this Lease, Lessee shall maintain and pay all utility services utilized on or with respect to the Premises, including, but not limited to, utilities relating to the electricity, gas, water, sewage, trash pickup, telephone service and cable or satellite television and internet service. All of these utilities shall be in the name of the Lessee.
- 17. <u>WASTE</u>. Lessee shall operate its aforementioned business so as not to endanger, damage, cause or allow waste to the Premises and Lessee shall not damage, destroy or permit the same on or in the Premises except for ordinary wear and tear.

- 18. MISCELLANEOUS. Lessee shall not conduct any kind of business that will be obnoxious or offensive to Lessor or property owners and businesses in and around the Premises. Lessee will not carry on or conduct any business in violation of the United States of America, the laws of the State of Arkansas, or of any city ordinance and will pay taxes, licenses and penalties necessary to be paid, connected with or incident to Lessee's business.
- 19. <u>ENTIRE AGREEMENT</u>. This writing constitutes the entire agreement of the parties and all other writings, statements, agreements or representations whether oral or written are superseded and replaced hereby. No alteration, change or modification of this agreement shall be made except in writing signed by all parties.

LESSOR

By: March

Ken Yarbrough

SUNFLOWER SOCIAL CLUB, INC. d/b/a Poppy's Beach, Grill & Event Center

Ken Yarbrough

F:\WP60\Yarbrough, Ken Liquor License\Yarbrough,Lease Agreement.wpd

	А	В	С	D	Е	F
1	First Name	Last Name	Street	City	State	Zip
2	Josh	Ade	5010 Koala Drive	Jonesboro	AR	72404
3	Gaylen	Akin	1038 Eason	Brookland	AR	72417
4	Ray	Akin	1107 Owens Avenue	Jonesboro	AR	72401
5	Logan	Allen	4713 Sanderson Lane	Jonesboro	AR	72404
6	Starr	Alvarado	266 CR 781	Jonesboro	AR	72405
7	Mike	Ashford	676 CR 729	Jonesboro	AR	72405
8	Dale	Avery	P.O. Box 343	Maynard	AR	72444
9	Arron	Baney	126 Esther Circle	Trumann	AR	72422
10	Tommie	Barlow	215 CR 7281	Jonesboro	AR	72405
11	Ryan	Bauschlicker	2417 Forest Home Road	Jonesboro	AR	72401
12	Bethany	Benson	647 CR 476	Jonesboro	AR	72404
13	John	Benson	3920 Mardiswood	Jonesboro	AR	72404
14	Jerontr	Bohanan	220 AR-463 #29	Trumann	AR	72472
15	Bryan	Brown	5113 Prospect Trail	Jonesboro	AR	72405
16	Calvin	Brown	3011 Fairview Dr.	Jonesboro	AR	72401
17	Mattie	Burgess	207 Terra Drive	Bay	AR	72411
18	James	Calloway	486 Whitestone Drive	Jonesboro	AR	72404
19	Morgan	Carlock	3555 Highway 163	Harrisburg	AR	72432
20	Chase	Carter	624 West College	Jonesboro	AR	72401
21	Emily	Clark	2177 Greene 601 Rd.	Paragould	AR	72450
22	Mark	Cobb	1817 Greene 737 Road	Paragould	AR	72450
23	Brandy	Cole	46 Sundale Circle	Paragould	AR	72450
24	Jamie	Collins	211 CR 762, Apt. B	Brookland	AR	72417
25	Tony	Conway		Jonesboro	AR	72401
26	Justin	Cook	4813 Peachtree	Jonesboro	AR	72404
27	Jeffrey	Craig	1014 Villa	Jonesboro	AR	72450
28	Drew	Crowder	703 Gladiolus Dr. Apt I-7	Jonesboro	AR	72404
29	Diamond	David	208 Cater Dr.	Jonesboro	AR	72401
30	Billy	Davis	54 CR 350	Bono	AR	72416
31	Zachary	Davis	3235 E. 3rd Street	Walnut Ridge	AR	72476
32	Jason	Dease	515 West Fetzer	Newark	AR	72562
33	Dylan	Despain	1809 Kathleen Street	Jonesboro	AR	72401
34	Michael	Duff	115 Alexander St.	Bay	AR	72411
35	Melissa	Dyck	21 CR 458	Jonesboro	AR	72404
36	Billy	Edgar	2105 Fieldstone Cove	Jonesboro	AR	72404
37	Baron	Estes	36 Lawrence Road 267	Smithville	AR	72466
38	Matthew	Flanery	1614 Hospital Dr	Pocahontas	AR	72455
39	Donald	Flowers	333 Willow Point	Jonesboro	AR	72405
40	David	Fortenberry	337 Wildwood Park	Jonesboro	AR	72405
41	Lee	Foster	4713 Ocean Drive	Jonesboro	AR	72405
42	Clifton	Garmrath	801 Brighton St.	Paragould	AR	72450
43	Zach	Gartman	605 West Lawson	Jonesboro	AR	72404
44	Jordan	Hailey	460 Greene 776 Rd.	Paragould	AR	72450

	Α	В	С	D	Е	F
1	First Name	Last Name	Street	City	State	Zip
45	Jessica	Hale	405 Tech St.	Paragould	AR	72450
46	Logan	Hale	561 Greene 755 Road	Paragould	AR	72450
47	Tiffany	Hale	205 Harper Drive	Brookland	AR	72417
48	Joshua	Hamilton	700 Spencer Drive	Paragould	AR	72450
49	Valerie	Hargett	1557 CR 476	Jonesboro	AR	72404
50	John	Harvey		Leachville	AR	72438
51	Jean	Heikes Newcom	308 Eason St.	Brookland	AR	72417
52	Ryan	Higginbotham	901 Craighills Place	Jonesboro	AR	72404
53	Brad	Hinton	3305 Richardson Drive	Jonesboro	AR	72404
54	Felicia	Holden	1014 Villa	Jonesboro	AR	72405
55	Heather	Holmes	433 Brian Street	Trumann	AR	72472
56	Chase	Hutson	4310 Makala Lane	Jonesboro	AR	72404
57	Ruel	Jackson	2563 CR 304	Jonesboro	AR	72401
58	Michael	James	1 Willow Creek Lane #1206	Jonesboro	AR	72404
59	Joey	Jones	509 Vega Drive	Paragould	AR	72450
60	Gwyn	Jowers	5910 Stadium	Jonesboro	AR	72404
61	Fielder	Kelly	4221 Villa Cove	Jonesboro	AR	72405
62	Stephanie	Kendrick	441 N. Deborah St.	Bono	AR	72416
63	Jerry	Kibby	304 Harper Drive	Brookland	AR	72417
64	Dane	King	6021 Wisteria Lane	Jonesboro	AR	72404
65	Michael	King	8183 Highway 67	Bono	AR	72416
66	Geronda	Knight	417 North Willow	Trumann	AR	72472
67	Chris	Lane	401 West Kentucky	Caraway	AR	72419
68	Mike	Lane	148 CR 148	Bono	AR	72416
69	Devon	Laubenthal	131 Marion Berry, Apt. 21	Jonesboro	AR	72401
70	Jacob	Lenderman	3204 Fairview Drive	Paragould	AR	72450
71	Austin	Long	1906 North Patrick	Jonesboro	AR	72405
72	Rob	Love	1305 Ross Leighann	Lake City	AR	72437
73	Joseph	Lowery		Jonesboro	AR	72404
	Asher	Mangrum	4001 Wigeon Cove	Jonesboro	AR	72404
75	George	Marris	8 Sundale Circle	Paragould	AR	72450
76	Alex	Matheny	210 Dewey Ave.	Monette	AR	72447
77	Raphael	McFarley	282 Union St.	Jonesboro	AR	72401
78	Michael	McWayne	412 Harmony	Trumann	AR	72472
79	David	Melendez	1830 E. Johnson Ave.	Jonesboro	AR	72401
80	Jeff	Metcalf	3629 Friendship	Paragould	AR	72450
81	Kelsee	Montgomery	661 CR 339	Jonesboro	AR	72401
82	Tracy	Moore	121 NE Georgia Drive	Walnut Ridge	AR	72476
83	Rachel	Nickell	3184 CR 333	Bono	AR	72416
84	Ronald	Nolberto	5501 Highland Park	Jonesboro	AR	72401
85	Autumn	Nunley	104 East Lawson	Jonesboro	AR	72401
86	Dustin	Osment	5621 Valley Ridge	Jonesboro	AR	72404
87	Jeremy	Owens	120 Jennifer Street	Trumann	AR	72472

	А	В	С	D	Е	F
1	First Name	Last Name	Street	City	State	Zip
88	Angel	Pannell	4497 W. State Hwy 14	Dyess	AR	72330
89	Kelly	Pardue	308 West College Street	Jonesboro	AR	72416
90	Jessie	Parkey	870 East Miller Street	Piggott	AR	72454
91	Joseph	Parnell	3911 Asbury Dr.	Jonesboro	AR	72404
92	Tyler	Pemberton	1103 N 29th Street	Paragould	AR	72450
93	Fernando	Perez	119 Gulley Drive	Brookland	AR	72417
94	Jaymes	Plate	105 Church Street	Bay	AR	72411
95	J.B.	Pole	8782 Rollings Lane	Harrisburg	AR	72432
96	Brad	Popejoy	4800 Reserve Blvd	Jonesboro	AR	72401
97	Alisa	Pounder	1401 Sullivan Circle	Jonesboro	AR	72404
98	Scott	Powell	5416 Hollow Creek Lane	Jonesboro	AR	72404
99	James	Quesada	4409 Oliver Street, Apt. 1	Jonesboro	AR	72401
100	William	Rasberry	742 Kingshighway	Weiner	AR	72479
101	Michael	Ray	1896 CR 318	Jonesboro	AR	72401
102	Jim	Roach	184 CR 110	Jonesboro	AR	72404
103	Mallory	Roach	706 Ward Drive	Jonesboro	AR	72404
104	Brandee	Roberson	2005 Sandbrook	Jonesboro	AR	72401
105	Stephen	Rodden	367 Greene 627 Road	Paragould	AR	72450
106	Sherri	Roland	111 Von Street	Marked Tree	AR	
107	Brian	Romine	541 Wiregrass Way	Jonesboro	AR	72405
108	Brandon	Sain	12647 Highway 18	Lake City	AR	72437
109	Forrest	Schmidt	1504 Kathleen St.	Jonesboro	AR	72401
110	Robert	Schorer	1905 Wedgewood Drive	Paragould	AR	72450
111	Tyler	Segars	4301 Annadale Circle	Jonesboro	AR	72404
112	Anthony	Shields	46 Sundale Circle	Paragould	AR	72450
113	Ronney	Shirley	224 CR 518	Monette	AR	72447
114	Sherri	Shoemaker	21614 Layer Lane	Harrisburg	AR	72432
115	Nathalie	Simpson	102 CR 404	Jonesboro	AR	72404
116	Alli	Slayton	4112 Lynnfield	Jonesboro	AR	72405
117	Cody	Smith	1917 Westwood Drive	Jonesboro	AR	72401
118	Robert	Smith	964 Greene 890 Road	Paragould	AR	72450
119	Sherry	Smith	Box 157	Fisher	AR	72429
120	Trystan	Smith	424 Wiregrass Way	Jonesboro	AR	72405
121	Steven	Spack	3920 Thousand Oaks	Jonesboro	AR	72404
122	Shelly	Speck	1812 Kim Street	Jonesboro	AR	72401
123	Tommie	Struch	501 Allyson Drive	Paragould	AR	72450
124	Justin	Sucker	4296 Annadale Circle	Jonesboro	AR	72404
125	Kandee	Swift	1909 N 9 1/2 St, Apt. 1	Paragould	AR	72450
126	Stephen	Thomas	1666 CR 538	Leachville	AR	72438
127	Maggie	Tittle	1705 Clayhill Street	Jonesboro	AR	72401
128	Billy	Trapp	29928 Cotton Road	Trumann	AR	72472
129	Colby	Turner	3281 West CR 394	Manila	AR	72442
130	Colton	Turner	416 Twin Hickory Lane	Trumann	AR	72472

	Α	В	С	D	Е	F
1	First Name	Last Name	Street	City	State	Zip
131	Ryan	Vickers	5304 Apt Drive, Apt. 6	Jonesboro	AR	72404
132	Kris	Vinson	274 Goldsmith	Jonesboro	AR	72405
133	Heather	Wallace	2005 Sandbrook	Jonesboro	AR	72404
134	Dexter	Ward	109 Diana Street	Lepanto	AR	72354
135	Michael	Waters	4708 Winged Foot Lane	Jonesboro	AR	72405
136	Hunter	Webb	3804 Willow	Paragould	AR	72450
137	Jim	Westbrook	1408 Dana Debbie	Jonesboro	AR	72405
138	Jarrett	Westmoreland	45 CR 100, Apt G	Bono	AR	72416
139	Melvin	White	627 Shadow Lane	Jonesboro	AR	72401
140	Nathan	Willett	205 Sawyer Lane	Trumann	AR	72422
141	Sam	Willie	1822 Kaycee Marie Ln	Paragould	AR	72450
142	Jennifer	Wilson	109 Lombardy Lane	Wynne	AR	72396
143	John	Woodward	209 South 18 Ave.	Paragould	AR	72450
144	Johnathon	Woodward	1130 CR 323	Bono	AR	72416
145	Zachary	Wynn	1284 CR 608	Bay	AR	72411
146	Jay	Yarbrough	5718 Weaver Road	Jonesboro	AR	72404

OFFICIAL RECEIPT

Receipt Date 02/01/2022 12:16 PM Receipt Print Date 02/01/2022

Receipt # 00214827 Batch # 00001.02.2022

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 Applic ation Fee

250.00

Total 250.00

Payment Information: Check 2901 250.00 Change 0.00

Poppy's Beach Grill Customer #: 000000 Ken Yarbrough

Cashier: kmhattenhauer Station: COLLECTIONWINDO



Search Incorporations, Cooperatives, Banks and Insurance Companies

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

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Use your browser's back button to return to the Search Results

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

Corporation Name

SUNFLOWER SOCIAL CLUB, INC.

Fictitious Names

POPPY'S BEACH GRILL & EVENT CENTER POPPY'S BEACH GRILL AND EVENT CENTER

1 01 1

Filing #

811112947

Filing Type

Nonprofit Corporation

Filed under Act

Dom Nonprofit Corp; 1147 of 1993

Status

Good Standing

Principal Address

2915 KAZI

JONESBORO, AR 72404

Reg. Agent

KEN YARBROUGH

Agent Address

2915 KAZI DRIVE

JONESBORO, AR 72404

Date Filed

09/13/2016

Officers

JIM LYONS , Incorporator/Organizer KEN YARBROUGH , Director JONATHAN YARBROUGH , Director

ZACH GARTMAN, Director

Foreign Name

N/A

Foreign Address

State of Origin

AR

Purchase a Certificate of Good

Standing for this Entity

Submit a Nonprofit Annual Report

Change this Corporation's Address