

LEASE AGREEMENT

Lease Agreement ("Lease") made this 30 day of October, 2017, by and between BLO, LLC, an Arkansas limited liability corporation (hereinafter called "Lessor") and Therapy of Jonesboro, Inc. d/b/a Therapy, an Arkansas non-profit corporation (hereinafter called "Therapy")

WITNESSETH;

WHEREAS, Lessor is the owner of certain real property located at 223 S. Main St., Jonesboro, Craighead County, AR 72401 (the "Property") which Therapy is desirous of leasing for purposes of a restaurant and private club; and

WHEREAS, Lessor desires to lease the Property which is more particularly described below ("Property");

WHEREAS, the parties have agreed to lease said Property upon the terms and conditions contained herein.

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

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

Lot 7, Stephenson's Main Street Addition to
the City of Jonesboro, Craighead County, AR

To have and to hold the Property unto Therapy for and during the Term hereof upon the terms and conditions set forth herein.

2. TERM. Therapy shall lease the Property for a term beginning on the first day of December, 2017 ("Commencement Date") and ending at 11:59 p.m. local time on the 30th day of November, 2019 (the "Term").

3. RENT. Therapy shall pay to Lessor the sum of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) as monthly rental for the Property. Such payments shall be due from Therapy Lessor on the 1st day of each calendar month of the Term except that if Therapy takes possession on a day other than Commencement Day for any reason, then the rent due for the first month of the Term shall be pro rated on a daily basis and paid on the date that Therapy takes possession and on the first day of each calendar month thereafter. In addition to the rent payments due, Therapy shall pay to the monthly rental Therapy shall pay an eight percent (8%) late fee if any rent payment is received more than ten (10) days following the due date of each month during the Term of this Lease.

4. USE OF THE PROPERTY. Therapy agrees that the Property shall be used for the purpose of a restaurant and private club. Therapy hereby covenants that the Property, 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 Property 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. UTILITIES. During the Term of this Lease, Therapy shall maintain and pay all utility services utilized on or with respect to the Property, 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 Therapy.

6. ALTERATIONS. Therapy agrees that it shall not make any changes, alterations, modifications, or additions of a structural nature in or about the Property without receiving prior written approval from Lessor, which consent shall not be unreasonably withheld.

7. MAINTENANCE AND REPAIRS. Therapy shall at its own cost and expense maintain the interior of the Property, the cooking equipment as well as the heating, air conditioning, water and plumbing systems of the Property throughout the Term of this Lease. Unless set forth herein or by other writing to the contrary which is signed by the parties, Therapy shall not have any obligation of any kind whatsoever in connection with the maintenance or repair of the Property other than those set forth herein except for items damaged by Therapy, its employees, members or guests.

8. INSURANCE.

(a) Property Damage. During the Term of this Lease, Therapy 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 Property for Therapy's personal property located on the Property as well as the personal property of the Lessor. Further, Therapy shall be responsible for providing the liquor liability insurance for such private club and restaurant.

(b) Liability. During the Term of this Lease, Therapy 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, its officers and agents as well as Therapy against any liability arising out of the ownership, use, occupancy, or maintenance of the Property and all areas appurtenant thereto. Such liability insurance shall have the following minimum coverages, to wit: Two Million and 00/100 Dollars (\$2,000,000.00) per person with Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) for damage to property.

(c) Certificate of Insurance. Therapy shall furnish to Lessor upon request, and if not requested 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) Miscellaneous. Insurance required hereunder shall be with such companies and in such form as is reasonably satisfactory to Lessor. No such policy shall be terminable or subject to reduction in coverage or other modification except after thirty (30) days prior written notice to the Lessor. Therapy shall, within thirty (30) days prior to the expiration of such policies, furnish Lessor with renewals or binders for renewal coverage.

9. TAXES. Therapy shall pay all real property and personal property taxes on the Property and upon the property of Therapy located on the Property as well as all taxes, licenses and other similar charges upon the business of Therapy. Therapy shall also be responsible for all taxes of any kind or nature due for the food and beverage service provided to members and guests on the Property.

10. DAMAGE OR DESTRUCTION OF THE PROPERTY.

(a) Total or Partial Destruction. In the event the improvements upon the Property are damaged by vandalism, fire, storm, wind, or other casualty so as to render the Property uninhabitable, and such damage cannot reasonably be expected to be substantially repaired within six (6) months, Therapy shall have the option for a period of fifteen (15) 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 Property uninhabitable or it is reasonably expected that the Property will be substantially repaired within six (6) months, Therapy shall not have the right to terminate this Lease. In the event this Lease is not terminated by Therapy, Lessor shall, as soon as practical, institute action to repair and rebuild the damaged portion of the Property. In no event shall Lessor be obligated to expend more than the insurance proceeds received by Lessor by reason of such damage.

(b) Abatement of Rent During Reconstruction. If the Property is destroyed or damaged and action is undertaken by Lessor to repair or restore the Property, the rent payable for the period when such damage, repair, or restoration continues shall be abated in proportion to the degree to which Therapy's use of the Property 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, Therapy shall have no claim against Lessor for any liability, cost, obligation, or expense caused by reason of such damage, destruction, repair or restoration.

11. ASSIGNMENT OR SUBLETTING. Therapy shall neither assign nor sublet the Property nor any part thereof without the written consent of Lessor. In no event shall the subletting or assignment of this Lease relieve Therapy of any of the covenants, agreements and obligations imposed upon Therapy in this Lease.

12. EVENTS OF DEFAULT. Any one or more of the following events shall be deemed an event of default by Therapy under this Lease:

(a) failure by Therapy 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 Therapy 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 Therapy contained herein;

(d) Therapy deserting or vacating all or any substantial portion of the Property for a period of ten (10) days or more;

(e) Therapy: (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; (v) filing any petition or answer seeking for itself any reorganization, arrangements, composition, readjustment of its debts or for liquidation, dissolution or other similar relief; (vi) 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; (vii) 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; (viii) 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 (ix) taking any formal action for the purpose of effectuating any of the foregoing;

(f) an order for relief being entered under the United States bankruptcy laws, or if any other decree or order is entered by a court having jurisdiction: (i) adjudging Therapy as bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization, liquidation, arrangements, adjustment or composition of Therapy 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 Therapy or for any substantial part of Therapy's property; or (iv) ordering the winding up or liquidation of Therapy's affairs; or

(g) any judgment or decree against Therapy remaining unpaid, unstayed on appeal, undischarged, unbonded, or undismissed for a period of thirty (30) days or more.

13. REMEDIES. 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 Property and expel and remove Therapy and any other person who may be occupying the Property without being liable for trespass or any damages thereof;

(b) to terminate this Lease by giving written notice thereof to Therapy, 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 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 Therapy shall quit and surrender the Property to Lessor on or before the said date, without cost or charge to Lessor;

(c) to relet any or all of the Property for Therapy'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 Therapy written notice of Lessor's intention to do so except in the case of emergency), in which event Therapy 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 the default rate or the highest rate then permitted on account thereof by applicable law, which expenses and interest shall be additional rent and shall be payable by Therapy immediately upon demand thereof by Therapy; and/or

(e) to exercise any other right or remedy available at law or in equity or otherwise.

14. INSPECTION. Lessor shall have the right, at all reasonable times and hours to enter upon the Property for the purpose of making inspections. However, this right shall not be exercised in a manner which unreasonably interferes with the normal conduct of Therapy's business on the Property.

15. CONDITION OF THE PROPERTY. Therapy hereby accepts the Property and any equipment therein and will keep and maintain said Property, fixtures and equipment during every term hereof in good working condition. At the expiration of the Term, Therapy shall return the Property, equipment and fixtures without damage caused by Therapy, its employees, members or guests.

16. SIGNS. Therapy shall have the right, upon Lessor's prior approval and in conformity with all applicable laws, to place any sign, attachment or display on or in front of the exterior of the Property as it deems proper. Lessor shall not unreasonably withhold approval of any sign which is consistent with the architecture of the Property or is required by Alcoholic Beverage Control Regulations.

17. WASTE. Therapy shall operate its aforementioned business so as not to endanger, damage or cause or allow waste to the Property and Therapy shall not damage, destroy, or permit the same on or in the Property except for ordinary wear and tear.

18. MISCELLANEOUS. Therapy shall not conduct any kind of business that will be in violation of any city ordinance, or the laws of the State of Arkansas, or of the United States of America, and will pay all taxes, licenses and penalties necessary to be paid, connected with or incident to Therapy's operation.

19. ENTIRE AGREEMENT. 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.

20. GENERAL CONDITIONS

(a) Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

(b) Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Arkansas, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

(c) This Agreement shall be construed and enforced according to the laws of the State of Arkansas.

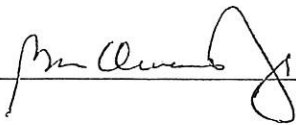
(d) Both parties shall comply with all applicable laws, ordinances and codes of Federal, State and Local governments.

IN WITNESS WHEREOF, the parties hereto have individually and through their proper officials executed this Agreement the day and year first written.

BLO, LLC

THERAPY OF JONESBORO, INC. d/b/a
Therapy, an Arkansas non-profit corporation

By: _____



By: _____

