



**FILED**  
DATE 05-09-18  
DONNA K. JACKSON  
CITY CLERK AK

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

Date 5-8-18 Non-Profit Corp. Casa Maya II, Inc.

Address 2700 South Caraway Road, Jonesboro, AR 72401

Applicant on Behalf of Club Luis Madera

Home Address 2113 Boulder Cove, Jonesboro AR 72404

Business Name CASA MAYA II, Inc

Current Business Address 2700 S Caraway Rd.

Proposed Change of Business Address/Use 2718 S. Caraway Rd.

Signature of Applicant Luis Madera Title Manager

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

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

Comments: \_\_\_\_\_

Approve? Yes  No  Signature Chief of Police Chief Rich Elliot

**Planning and Zoning Department:**

Type of Private Club: Restaurant

Zoning C-2

Meets requirements for distance from churches/schools? Yes

No

Approve? Yes  No  Signature Planning Director [Signature]



**City Clerk:**

Date received \_\_\_\_\_

Date entered in Legistar \_\_\_\_\_

**City Council Action**

Approve \_\_\_\_\_ Deny \_\_\_\_\_



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

1. Answer all questions correctly and in full. **PLEASE PRINT IN INK OR TYPE.**  
**NOTE: FORMS MUST BE NOTARIZED.**
2. Application fee is \$50.00 and must be submitted with this application.
3. Applicant must be a citizen of the United States or a permanent resident alien (must provide a copy of green card), and a resident of Arkansas.
4. The following additional materials must be submitted with your application:

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

MAIL OR DELIVER DIRECTLY TO:

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

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

Casa Maya II, Inc. 03558  
 \_\_\_\_\_  
 Non-Profit Corporation PERMIT #

APPLICANT ON BEHALF OF CLUB	Luis	Madera	
	First	Middle	Last
HOME ADDRESS	2113 Boulder Cove,	Jonesboro, AR	72404
	Street	City	Zip
BUSINESS NAME	Casa Maya II, Inc.		
BUSINESS ADDRESS	2700 South Caraway Road, Jonesboro, AR	72401	Craighead
	Street	City	Zip
			County

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

WAN, LLC, 1411 Cabot Lakes Drive, League City, Texas 77573

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? No If so, give name, address and permit no(s).

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

No private club permit exists at the proposed location.

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

Existing permit has been previously surrendered.

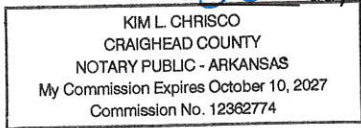
I, Luis Madera, do hereby acknowledge that all answers submitted are true and correct to the best of my knowledge.

Signed this 30<sup>th</sup> day of April, 2018.

Luis Madera  
Signature of Applicant/Managing Agent

\_\_\_\_\_  
Manager  
Official Title

Subscribed and sworn to before me this 30<sup>th</sup> day of April, 2018.



Kim L. Chrisco  
Notary Public

My Commission Expires: 10-10-27:

G. S. Brant Perkins  
Adam Bodeker

THE PERKINS LAW FIRM

A PROFESSIONAL ASSOCIATION  
1115 South Main Street • P. O. Box 4054  
Jonesboro, Arkansas 72403-4054

Tel: (870) 931-5800  
Fax: (870) 931-5852

bperkins@perkinsfirm.net  
abodeker@perkinsfirm.net

May 1, 2018

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

Re: Permit No. 03558 - Casa Maya II, Inc.  
Application for Transfer of Location of Private Club Permit

Dear Chief Elliott:

I have enclosed an Application for Transfer of Location of Private Club Permit for Casa Maya II, Inc., along with a check in the amount of \$50.00 for the application fee. As indicated on the application form, Casa Maya II, Inc.'s current business address is 2700 S. Caraway Road, Jonesboro, AR 72401. Casa Maya II, Inc. is requesting that its permit be transferred to 2718 S. Caraway Road, Jonesboro, 72401. I have enclosed a copy of the Lease for the address where the business will be located.

Should you need any additional documentation or have any questions, please feel free to contact me.

Yours truly,

THE PERKINS LAW FIRM, P.A.



Adam Bodeker

AB/kc

Enclosures

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") dated as of April 18<sup>th</sup>, 2018, is by and between **WAN, LLC**, an Arkansas limited liability company (hereinafter "Lessor"), and **Casa Maya II, Inc.**, an Arkansas nonprofit corporation (hereinafter "Lessee") and **Luis Madera**, an individual, and **Casa Maya, Inc.**, an Arkansas corporation (hereinafter, collectively referred to as "Guarantors").

### **RECITALS**

WHEREAS, Lessor owns certain real property situated at 2718 South Caraway Road, Jonesboro, Craighead County, Arkansas;

WHEREAS, Lessee desires to lease said property from Lessor on the terms set forth herein below;

WHEREAS, in order to induce Lessor to lease the premises to Lessee, Guarantors desire to guarantee the full and faithful performance of this Lease and any and all obligations contained therein, including the obligation for the payment of rent.

IT IS THEREFORE AGREED AND COVENANTED by and between the parties as follows:

### **ARTICLE I** **LEASE**

**1.1. Leased Premises.** Lessor hereby leases, rents and lets unto Lessee, and Lessee hereby leases and rents from Lessor, for the Lease Term (as hereinafter defined) and subject to all the covenants and conditions hereinafter stated, that certain real property located at 2718 South Caraway Road, Jonesboro, Craighead County, Arkansas, together with all buildings, improvements and fixtures located thereon (hereinafter the "Leased Premises"). The Leased Premises are more fully described in Exhibit "A" attached hereto and incorporated herein as if restated herein word for word.

### **ARTICLE II** **TERM**

**2.1. Lease Term.** The initial term of this Lease shall be for a period of ten (10) years and shall commence as of 12:01 a.m. on the date that the Arkansas Beverage Control Board approves the transfer of the location of the Lessee's private club liquor permit (Permit No. 03558) to the Leased Premises (the "Commencement Date")<sup>1</sup> (the "Initial Lease Term") (the Initial Lease Term and any extended lease terms shall be referred to hereafter as the "Lease Term" unless the context indicates otherwise); subject to the rights of either Lessee or Lessor to terminate this Lease for Cause (as hereinafter defined), the right of Lessor to terminate this Lease without cause as set forth below, and the right of Lessee to extend the term of this Lease for one (1) additional term of five (5) years upon satisfaction of the Lease Extension Conditions (as hereinafter defined).

**2.2. Lease Extension.** "Lease Extension Conditions" shall mean Lessee's substantial satisfaction of each of the material terms and conditions of this Lease from the Commencement Date through and

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<sup>1</sup>A copy of the document confirming the date that the Arkansas Beverage Control Board approves of the change of address of the Lessee's liquor permit shall, upon receipt by the Lessee, be attached hereto as Exhibit B.

including the first day of each succeeding term of this Lease. Provided, that if the Lease Extension Conditions are satisfied, this Lease shall automatically renew for one additional term of five (5) years beginning on the next day following expiration of the Initial Lease Term, unless Lessee has delivered written notice to Lessor that Lessee will not renew the Lease for an additional term at least thirty (30) days prior to the scheduled termination date then in effect.

**2.3. Cause.** For purposes of this Lease, "Cause" shall mean the material breach of any material term or condition of this Lease by either party which is not cured within thirty (30) days following receipt of written notice of the event and facts which constitute the material breach of this Lease, or within a reasonable period of time if the breach is not of the type that can be cured within thirty (30) days.

**2.4. Termination Without Cause.** Lessor shall have the right to terminate this Lease without cause effective on the termination date of the Initial Lease Term or any subsequent scheduled termination date by delivering written notice to Lessee at least thirty (30) days prior to the termination date then in effect.

### **ARTICLE III** **RENT AND OTHER FINANCIAL CONSIDERATIONS**

**3.1. Rent.** Lessee covenants and agrees to pay to Lessor as rent hereunder ("Rent") during the Initial Lease Term as follows:

Years 1 through 5 of the Initial Lease Term - Seven Thousand, Two Hundred and Fifty and No 00/100 Dollars (\$7,250.00) per month; and

Years 6 through 10 of the Initial Lease Term - Seven Thousand, Five Hundred and No 00/100 Dollars (\$7,500.00) per month.

The Rent shall be due and payable on or before the first day of month of the Lease Term, subject to pro ration for any period that is less than a full calendar month. Lessor may charge a late fee of Fifty and No 00/100 Dollars (\$50.00) per day for each day that rent is not received after the 10<sup>th</sup> day of each month.

**3.2. Rent for Additional Terms.** If the Lease Term is extended after the Initial Lease Term, the amount of the rent for the first extension of the Lease Term shall be Eight Thousand and No 00/100 Dollars (\$8,000.00) per month.

**3.3. Maintenance of Parking Lot.** Lessee hereby covenants and agrees that Lessee shall, at Lessee's expense, maintain the parking lot in good condition and have any pot holes or excessively damaged or worn areas of the parking lot repaired and the parking lot re-sealed and repainted to the satisfaction of Lessor. Upon notice given by Lessor to Lessee, Lessee shall have such repairs and maintenance performed within thirty (30) days of receiving such notice.

### **ARTICLE IV** **USE OF LEASED PREMISES/COMPLIANCE WITH LAW**

**4.1. Use of Premises.** Lessee shall use the Leased Premises solely for the purposes of operating a restaurant at Lessee's sole cost and expense.

**4.2. Compliance with Applicable Laws.** Lessee shall maintain and conduct Lessee's business, on the Leased Premises in a lawful manner and, except as may be subject to applicable exemption, shall timely and fully comply with all federal, state and local laws, statutes and ordinances and all regulations, orders and directives of appropriate governmental agencies, as such laws, statutes, ordinances, regulations, orders and directives now exist or may hereafter be enacted, and, at Lessee's sole cost and expense, make any repairs, changes or modifications in, or to the Leased Premises required by any of the applicable laws.

**4.3. Waste; Nuisance.** Lessee shall not perform or fail to perform any acts or carry on or permit to exist any practices that may injure or damage the Leased Premises in any respect or that may constitute a public or private nuisance or menace to the owners or occupants of adjacent property, or that may violate the provisions of any insurance required hereunder on the Leased Premises or that may diminish the coverage under such insurance or render such insurance void. Lessee shall not commit or suffer to exist any waste upon the Leased Premises.

**ARTICLE V**  
**MAINTENANCE AND REPAIR**

**5.1. Lessee's Obligations.** Throughout the Lease Term, Lessee, at Lessee's sole cost and expense, shall keep, maintain, repair and replace, if necessary, the Leased Premises and all component parts thereof, including but not limited to the heating, ventilation and air conditioning system, plumbing system, and electrical system, in as good working order and condition as received by Lessee. Routine maintenance, routine repairs and routine replacement operations undertaken by Lessee pursuant to Lessee's obligations hereunder shall not require Lessor's consent. Lessee shall comply with applicable state and federal environmental laws, building, plumbing and electrical codes and all occupational and safety rules and regulations including without limitation, those applicable with respect to any improvements or replacements to the Leased Premises made by Lessee. Lessee shall be responsible for any damages to the Leased Premises caused by the acts of Lessee during the term of this Lease.

**5.2. Discretionary Repairs and Improvements.** Notwithstanding any other provision of this Lease, Lessee may make repairs and improvements to the Leased Premises as Lessee shall deem reasonably necessary, provided that Lessee shall obtain the prior written consent of Lessor of any repairs, improvements or alterations sought to be made to the Leased Premises. All renovations, alterations, additions and improvements to the Leased Premises made or effected by Lessee shall be surrendered to Lessor as a part of the Leased Premises upon the expiration or termination of the Lease Term.

**ARTICLE VI**  
**EQUIPMENT**

Lessee shall remove its equipment and moveable fixtures at the end of the Lease Term; provided, however, Lessee shall repair any damage to the Leased Premises caused by such removal.

**ARTICLE VII**  
**TAXES AND UTILITIES**

**7.1. Taxes.** Lessee shall be responsible for and shall pay prior to delinquency (except as contested in accordance with applicable law) any and all federal, state or local taxes incurred or assessed in connection



with Lessee's operation of any business, including sales of alcohol pursuant to Lessee's private club permit, on the Leased Premises. Lessee shall pay all taxes upon all personal property, including furniture, fixtures and equipment located on the Leased Premises, along with all real property taxes and assessments levied or assessed against the Leased Premises.

**7.2. Utilities.** Lessee shall be solely responsible for and shall promptly pay all charges for utilities in respect of the Leased Premises, including, without limitation, charges for water, gas, electricity, sewer service, refuse disposal, telephone service and similar services incurred in connection with the operation of Lessee's business on the Leased Premises during the Lease Term.

**7.3. Insurance.**

(a) During the term of this Lease, Lessee shall procure and maintain at Lessee's sole cost and expense and for the mutual benefit of Lessee and Lessor, the following types of insurance in good and solvent insurance companies:

(1) Fire and extended coverage insurance covering the Leases Premises against loss or damage by fire and against loss and damage by other risks now or hereafter embraced by "extended coverage," so called, in amounts to be determined by Lessor. Lessor agrees to a waiver of subrogation against Lessee.

(2) Flood insurance covering the Leased Premises against any and all losses caused by water or flooding in such coverages and in such amounts to be determined by Lessor.

(3) Comprehensive public liability insurance, including property damage (and product liability insurance, if applicable) insuring both Lessor and Lessee against liability for injury to persons or property occurring in or about the Leased Premises or arising out of the ownership, maintenance, use or occupancy thereof. The liability under such insurance shall not be less than \$3,000,000.00 bodily injury and not less than \$1,000,000.00 for the property damage per accident. Lessor shall be furnished with Certificates of Insurance on all policies issued to Lessee hereunder.

(4) Any desired insurance coverage on furniture and equipment owned by Lessee.

(b) All policies of insurance (except liability insurance) shall provide by endorsement that any loss shall be payable to Lessor or Lessee, as their respective interests may appear and Lessor shall be furnished with Certificates of Insurance on all policies issued.

(c) Lessee agrees not to suffer anything to be done or remain upon or about the Leased Premises which will invalidate any policy of insurance which may now or hereafter be placed upon the Leased Premises.

**ARTICLE VIII**  
**MECHANICS' LIENS**

The Lessee shall not subject the Leased Premises or any furniture, fixtures or equipment located thereon to any mechanics' or materialmans' liens or other lien of any kind, except to the extent that the creation of such lien or liens is specifically authorized by a provisions in this Lease or by Lessor in writing.

**ARTICLE IX**  
**COMPLIANCE WITH ENVIRONMENTAL LAWS**

Lessee shall not use in any way, or permit or suffer the use of the Leased Premises or any part thereof, to either directly or indirectly prepare, produce, generate, manufacture, refine, treat, transport, store, maintain, handle, dispose of, transfer, or process any Hazardous Substance as defined herein.

“Hazardous Substance” means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substances the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any and all federal, state, county or municipal statutes or laws now or at any time hereafter in effect, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), as these laws have been amended or supplemented.

In the event of a failure of Lessee to comply with this section, same shall be considered as default and Lessor shall have such rights and remedies as are herein provided therefor in Article 15.2 below.

**ARTICLE X**  
**DAMAGE BY CASUALTY**

**10.1. Damage or Destruction and Condemnation.** If, at any time during the Lease Term, the Leased Premises, or any part thereof, are damaged or destroyed by fire or other casualty, Lessee shall give Lessor prompt written notice thereof. If the Leased Premises are destroyed by such fire or other casualty (that is, the Leased Premises cannot, with reasonable diligence in the opinion of the Lessor, be restored to their condition immediately preceding such fire or other casualty within a period of ninety (90) days), Lessee may, at its option, terminate this Lease by notifying Lessor in writing within thirty (30) days after the date of such determination by Lessor. If the Leased Premises are damaged but not destroyed, or if Lessee does not elect to terminate this Lease as aforesaid, Lessor shall as soon as practical, and in any event within thirty (30) days after the date of such damage or destruction, commence to repair and restore the Leased Premises and shall proceed with reasonable diligence to restore the Leased Premises to substantially the same condition as existed immediately prior to such damage or destruction, which reconstruction shall be completed within ninety (90) days from the date of the destruction or damage, except that Lessor shall not be required to restore or replace any part of Lessee’s trade fixtures or other personal property removable by Lessee under the terms of this Lease. Lessee shall not be entitled to any abatement of rent during the time and to the extent the Leased Premises are unfit for occupancy. Lessee may, at its option, carry interruption of business/rental insurance.

**ARTICLE XI**  
**EMINENT DOMAIN**

**11.1. Total Taking.** If during the Lease Term the entire Leased 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.

**11.2. Partial Taking.** If, during the Lease Term, less than the entire Leased Premises shall be taken in any such Proceeding, this lease shall terminate as to the portion of the Leased Premises so taken upon the vesting of title in the Proceeding and Lessee may terminate this lease as to the remainder of the Leased Premises if any such partial taking should materially impair Lessee's ability to continue its normal business operations on the remainder of the Leased Premises not so taken. Such termination as to the remainder of the Leased 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 Leased Premises, Lessor shall be responsible for any necessary restoration of the improvements on the remainder of the Leased Premises as required for Lessee's use thereof. Provided, however, Lessor's obligation for the cost of restoration of the Improvements of the Leased 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 ten percent (10%) of the award received by Lessor and not used for restoration of the Leased Premises.

**11.3. Temporary Taking.** If all or any portion of the Leased 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 it 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 Lease Term, in which case the award shall be apportioned between Lessor and Lessee as of the date of such termination.

**11.4. Distribution of Damages.** 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 Leased 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.

**11.5. Vesting of Title.** 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.

**11.6. Rights on Termination.** Upon any termination of this lease as a result of an exercise of the right of eminent domain, all rent 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 its property from the Leased Premises.

## **ARTICLE XII** **LIENS AND SECURITY**

**12.1. Lien on Leasehold.** A lien is expressly reserved by Lessor and granted by Lessee and Guarantors upon any and all furniture, fixtures, equipment and other property of Lessee and Guarantors located on the Leased Premises for the fulfillment of any and all obligations and covenants of Lessee and Guarantors, including but not limited to the covenants of payment of rent, taxes, insurance and maintenance, which are imposed on Lessee and Guarantors pursuant to the terms of this Agreement.

**12.2. Security For Obligations.** Lessee’s performance of each and every obligation, duty, responsibility or covenant under this Lease, including but not limited to the obligations to pay rent, maintain the Leased Premises, provide insurance and pay taxes, shall be secured by a lien on all of Lessee’s and Guarantors’ furniture, fixtures, equipment and other assets located on the Leased Premises pursuant to the terms of a Security Agreement executed by the parties contemporaneously herewith.

**12.3. Guaranty.** The Guarantors do hereby agree to guarantee the full and faithful performance of each and every duty, obligation and responsibility of Lessee imposed pursuant to the terms of this Lease including, but not limited to, the timely payment of all rents, the maintenance of the Premises, the furnishing of insurance and the payment of taxes thereon.

## **ARTICLE XIII** **SURRENDER OF POSSESSION**

Upon the expiration or termination of the Lease Term, howsoever effected, Lessee shall forthwith surrender the Leased Premises to Lessor, free and clear of all claims, liens, security interests and other encumbrances (except those existing on the Commencement Date, and other encumbrances approved in writing by Lessor during the Lease Term).

## **ARTICLE XIV** **HOLDING OVER**

In the event Lessee remains in possession of the Leased Premises after the expiration or termination of the Lease Term, howsoever effected, such holding over on the part of Lessee will not, of itself, renew or extend the Lease Term, and Lessee shall be deemed to be a tenant at sufferance, subject to all of the provisions of this Lease (to the extent applicable to such form of tenancy) and Lessee shall be liable to Lessor

to pay periodic rental equal to the fair rental value of the Leased Premises during the period of any holdover by Lessee.

**ARTICLE XV**  
**DEFAULT AND LEASE TERMINATION**

**15.1. Lessee's Events of Default.** Each of the following acts, omissions or occurrences shall constitute an Event of Default, hereunder:

(a) Any event which would constitute Cause for termination by Lessor as such term is defined in paragraph 2.3;

(b) The filing by Lessee of a petition under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof, or Lessee's being adjudged bankrupt or insolvent in proceedings filed against Lessee thereunder; or

(c) The filing or execution or occurrence (or contemplation thereof) of any of the following: (i) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets or of Lessee's leasehold estate in the Leased Premises; or (ii) the judicial seizure of substantially all of Lessee's assets or of Lessee's leasehold estate in the Leased Premises.

**15.2. Lessor's Remedies.** Upon the occurrence and continuance of any of the Events of Default specified in the foregoing Section 15.1, Lessor shall have the option to pursue any one or combination of the following remedies without any notice to or demand upon Lessee whatsoever:

(a) Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor as herein provided, and if Lessee fails to surrender the Leased Premises, Lessor may, without prejudice to any other remedy which Lessor may have for possession of the Leased Premises, expel or remove Lessee and any other person who may be occupying the Leased Premises, or any part thereof. In such event Lessor may seek such damages and remedies as are available at law or in equity for Lessee's breach of this Lease.

(b) Enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying the Leased Premises or any part thereof without terminating this Lease, and exercise Lessor's reasonable efforts to re-let the Leased Premises, as Lessee's agent, at the highest rent then obtainable and receive the rent therefor; and Lessee covenants and agrees to pay Lessor on demand any cost or expense incurred by Lessor in connection with re-letting the Leased Premises or any deficiency in Rent that may arise by reason of such re-letting.

(c) Enter upon the Leased Premises and take such actions as may be required of Lessee to cure the complained of default; and Lessee covenants and agrees to reimburse Lessor on demand for any expenses, direct or indirect, which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease.

**15.3. Lessor's Events of Default.** Each of the following acts, omissions or occurrences of Lessor shall constitute an event of default hereunder (a "Lessor's Default"): Any event which would constitute Cause for termination by Lessee pursuant to the provisions of paragraph 2.3 above.

**15.4. Lessee's Remedies.** Upon the occurrence of any of the Lessor's Default specified in the foregoing Section 15.3, Lessee shall have the option to terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor.

**15.5. Remedies Non-Exclusive and Not Waived.** Pursuit of any of the foregoing remedies shall not preclude pursuit of other remedies or of the other remedies herein provided or any other remedy provided at law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent or other amounts due to Lessor hereunder or of any damages accruing to Lessor or Lessee by reason of the violation of any of the terms, provisions or covenants herein contained. No waiver by Lessor or Lessee of any violation or breach of any of the terms, provisions or covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions or covenants herein contained. Forbearance by Lessor or Lessee to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default.

#### **ARTICLE XVI INDEMNIFICATION**

**16.1. Indemnification by Lessor.** Lessor shall indemnify and hold Lessee harmless from and against any liability, loss, damage, deficiency, cost or expense (including, without limitation, reasonable attorneys' fees and associated costs and expenses) resulting from any breach of any covenant or agreement of Lessor set forth herein, and from the acts or omissions of Lessor and Lessor's employees, agents, independent contractors, guests, invitees or any other person or thing in respect of the Leased Premises prior to the Commencement Date. To be entitled to such indemnification, Lessee must give Lessor prompt written notice of the assertion by a third party of any claim with respect to which Lessee might bring a claim for indemnification hereunder and in all events such notice must be received by Lessor prior to the expiration of the applicable period for defense of such claim by Lessor. Lessor shall have the right, at Lessor's sole cost and expense, to defend and litigate any such third party claim.

**16.2. Indemnification by Lessee.** Lessee and Guarantors shall indemnify and hold the Lessor harmless from and against any liability, loss, damage, deficiency, cost or expense (including, without limitation, reasonable attorneys' fees and associated costs and expenses) resulting from any breach of any covenant or agreement of Lessee set forth herein, and from the acts or omissions of Lessee, Lessee's employees, agents, independent contractors, guests, invitees or any other person or thing in respect of the Leased Premises on and after the Commencement Date, and from any injury to person or damage to property during the Lease Term caused by Lessee or Leased Premises and from any claims made after the Commencement Date relating to action occurring after the Commencement Date. To be entitled to such indemnification, Lessor must give Lessee prompt written notice of the assertion by a third party of any claim with respect to which Lessor might bring a claim for indemnification hereunder and in all events such notice must be received by Lessee prior to the expiration of the applicable period for defense of such claim by Lessee. Lessee shall have the right, at the sole cost and expense of Lessee, to defend and litigate any such third party claim.

#### **ARTICLE XVII INSPECTION**

Lessor (through its designated agents) shall have the right, with reasonable notice to Lessee, to enter and inspect the Leased Premises during normal business hours. Lessor shall have the right to show the

property to third parties at any time within sixty (60) days of the termination of the Initial Lease Term or any extension thereof.

**ARTICLE XVIII**  
**MISCELLANEOUS PROVISIONS**

**18.1. Lessor's Right to Encumber and Lease.** Notwithstanding anything to the contrary contained in this Agreement, Lessor shall have the right to mortgage or otherwise encumber the Leased Premises, as Lessor sees fit.

**18.2. Obligations of Lessee.** All covenants, duties, responsibilities and obligations Lessee and Guarantors shall be an obligation of Lessee and Guarantor individually and collectively. The breach of any term of condition of this Lease by any the Lessee or Guarantor shall constitute a breach by all such persons. The Lessee and Guarantors are jointly and severally liable for each and every duty, covenant and obligation imposed under this Lease.

**18.3. Additional Assurances.** The provisions of this Lease shall be self-operative and shall not require further agreement by the parties except as may be provided herein to the contrary, provided, however, at the request of either party, the other party shall execute such additional instruments and take such additional acts as may reasonably be necessary to effectuate this Lease.

**18.4. Legal Fees and Costs.** In the event either the Lessor or Lessee institute any proceedings to enforce or interpret any provision of this Lease, the prevailing party will be entitled to recover its legal expenses, including, without limitation, reasonable attorneys' fees, costs, and necessary disbursements, in addition to any other relief to which such party shall be entitled.

**18.5. Notice.** Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered, delivered by prepaid certified mail, return receipt requested or delivered by a nationally recognized overnight delivery service (e.g., Federal Express or Airborne), addressed as follows:

Lessor:  
WAN, LLC  
Mr. Paul Miao  
1411 Cabot Lakes Drive  
League City, TX 77573

With a copy simultaneously to:  
G. S. Brant Perkins, Attorney at Law  
The Perkins Law Firm, P.A.  
P. O. Box 4054  
Jonesboro, AR 72403-4054

Lessee:  
Casa Maya II, Inc.  
2718 S. Caraway Road  
Jonesboro, AR 72401

Guarantors:  
Luis Madera  
2113 Boulder Cove  
Jonesboro, AR 72404

Casa Maya, Inc.  
Luis Madera  
2718 S. Caraway Road  
Jonesboro, AR 72401

or to such other address, and to the attention of such other person or officer as any party may designate, with copies thereof to the respective counsel thereof as notified by such party.

**18.6. Waiver/Remedies Cumulative.** Any failure or delay by Lessor to exercise any right or remedy under this Agreement shall not be deemed a waiver of such right or remedy, and no right or remedy of Lessor shall be deemed to be waived unless expressly waived in writing by Lessor. The waiver of any right or remedy by Lessor hereunder shall not constitute or operate as a waiver of any future similar right or remedy. All rights, powers, options, elections and remedies of Lessor herein contained shall be construed as cumulative and no one of them as exclusive of any other or exclusive of any rights or remedies as are or shall be allowed Lessor at law or in equity.

**18.7. Severability.** In the event any provision of this Lease is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Lease, which shall be and remain in full force and effect, enforceable in accordance with its terms.

**18.8. No Brokers.** Lessor and Lessee each represents and warrants to the other that no broker has in any way been contacted in connection with the transactions contemplated hereby. Lessor and Lessee agree to indemnify to the extent allowed by law the other party from and against all loss, cost, damage or expense arising out of claims for fees or commissions of brokers employed by such indemnifying party.

**18.9. Relationship of Parties.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership or joint venture or of any association between Lessor and Lessee, and no provision contained in this Lease or any acts of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of lessor and lessee.

**18.10 Authority.** Each party and individual warrants and represents to the other that he or she is duly authorized to execute this Lease on behalf of himself or herself individually, if application, and on behalf of the corporation, limited liability company or other entity on behalf of whom they are signing and that all authorizations or approvals have been obtained and that no other action, consent or approval must be obtained in order to bind the parties hereto to this Agreement.

**18.11. Gender; Number.** Whenever the context of this Lease requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words herein shall include the singular and plural.



**18.12. Amendment.** No changes in or amendments to this Lease shall be recognized unless and until made in writing and signed by all parties hereto or their respective successors and assigns. This Lease may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

**18.13. Divisions and Headings.** The division of this Lease and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Lease.

**18.13. Subletting.** Lessee shall not sublet the Leased Premises in whole or in any part and shall not sell, assign, mortgage, pledge, or in any manner, transfer this Lease, or any interest herein; nor shall Lessee permit any transfer of Lessee's interest created hereby, nor allow any lien upon Lessee's interest by operation of law.

**18.14. Recordation.** This Lease Agreement shall not be recorded in any form by either party.

**18.15. Directors of Lessee.** Upon expiration of the Lease Term or termination of this Lease, with Cause or without Cause, Luis Madera shall resign as an officer(s) and director of Lessee; furthermore, Guarantors and Lessee shall cause all other officers and directors of Lessee to resign, and execute any required resolutions, agreements, certificates, or corporate documents required to appoint those persons designated by Lessor as directors and officers of Lessee.

[Signature Page Follows]

IN WITNESS WHEREOF, the Lessor, Lessee, and Guarantors have executed and delivered this Lease Agreement as the date above.

**LESSOR:**

WAN, LLC

By:   
Yen Kang Miao, Member

ACKNOWLEDGMENT

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

On this day before me personally appeared Yen Kang Miao, to me personally well known, who represented to me that he was the Member of WAN, LLC, and as such was authorized to execute the foregoing Lease Agreement for the purposes therein contained by signing his name.

WITNESS my hand and official seal this 18<sup>th</sup> day of April, 2018.

KIM L. CHRISCO  
CRAIGHEAD COUNTY  
NOTARY PUBLIC - ARKANSAS  
My Commission Expires October 10, 2027  
Commission No. 12382774

  
Notary Public

My Commission Expires:  
10-10-27

**LESSEE:**

Casa Maya II, Inc.

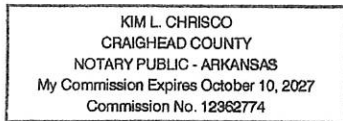
By:   
Yen Kang Miao, President

ACKNOWLEDGMENT

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

On this day before me personally appeared Yen Kang Miao, to me personally well known, who represented to me that he was the President of Casa Maya II, Inc., and as such officer was authorized to execute the foregoing Lease Agreement for the purposes therein contained by signing his name.

WITNESS my hand and official seal this 18<sup>th</sup> day of April, 2018.



  
Notary Public

My Commission Expires:  
10-10-27

**GUARANTORS:**

Luis Madera  
Luis Madera

CASA MAYA, INC.

By: Luis Madera  
Luis Madera, President

ACKNOWLEDGMENT

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

On this day before me personally appeared Luis Madera, Individually, as Guarantor, to me personally well known, and also represented to me that he was the President of Casa Maya, Inc., as Guarantor, and as such officer was authorized to execute the foregoing Lease Agreement for the purposes therein contained by signing his name who acknowledged that he had executed the foregoing Lease Agreement for the purposes therein contained by signing his name Individually and as President of Casa Maya, Inc.

WITNESS my hand and official seal this 16<sup>th</sup> day of April, 2018.

KIM L. CHRISCO  
CRAIGHEAD COUNTY  
NOTARY PUBLIC - ARKANSAS  
My Commission Expires October 10, 2027  
Commission No. 12362774

Kim L. Chrisco  
Notary Public

My Commission Expires:  
10-10-27

EXHIBIT "A"

Part of the Northwest Quarter of the Southwest Quarter of Section 28, Township 14 North, Range 4 East, more particularly described as follows: Begin at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 28, Township 14 North, Range 4 East; thence North 89° 24' East on the 40 acre line, 60 feet to the East right of way line of Arkansas Highway NO. 173; thence North along the said right of way line 640.08 feet to the point of beginning proper; thence North along said right of way line 128.02 feet; thence North 89° 24' East 300 feet; thence South 128.02 feet; thence South 89° 24' West 300 feet to the point of beginning proper, subject to a power line easement along and adjacent to the West side thereof, easement for sewer lines in Deed Record 769 page 778 and Reciprocal Access Easement Agreement in Deed Record 752 page 886 at Jonesboro, Arkansas.

LESS AND EXCEPT THE FOLLOWING:

Tract 1: Part of the Northwest Quarter of the Southwest Quarter of Section 28, Township 14 North, Range 4 East, Craighead County, Arkansas, being more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 28, Township 14 North, Range 4 East, Craighead County, Arkansas; thence North 89 degrees 24' 00" East along the South line of the Northwest Quarter of the Southwest Quarter of said Section 28, 60.00 feet to the East right of way line of Caraway Road; thence North 00 degrees 00' 00" East along said East right of way line, 660.61 feet; thence North 89 degrees 19' 42" East departing said right of way line, 37.57 feet; thence South 01 degrees 02' 55" East 3.66 feet; thence North 88 degrees 57' 05" East 5.00 feet to the point of beginning; thence continue North 88 degrees 57' 05" East 5.00 feet; thence South 01 degrees 02' 55" East 5.00 feet; thence South 88 degrees 57' 05" West 5.00 feet; thence North 01 degrees 02' 55" West 5.00 feet to the point of beginning, containing in all 25 square feet, more or less. Subject to easements, restrictions, reservations and rights-of-way of record. TOGETHER WITH AN AIRSPACE EASEMENT described as follows:

That airspace extending vertically upward from a point 20 feet above the current surface of part of the Northwest Quarter of the Southwest Quarter of Section 28, Township 14 North, Range 4 East, Craighead County, Arkansas, being more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 28, Township 14 North, Range 4 East, Craighead County, Arkansas; thence North 89 degrees 24' 00" East along the South line of the Northwest Quarter of the Southwest Quarter of said Section 28, 60.00 feet to the East right of way line of Caraway Road; thence North 00 degrees 00' 00" East along said East right of way line, 660.61 feet; thence North 89 degrees 19' 42" East departing said right of way line 15.07 feet to the point of beginning; thence North 01 degrees 02' 55" West 3.69 feet; thence North 88 degrees 57' 05" East 60.00 feet; thence South 01 degrees 02' 55" East 20.00 feet; thence South 88 degrees 57' 05" West 60.00 feet; thence North 01 degrees 02' 55" West 16.31 feet to the point of beginning, containing in all 1200 square feet or 0.03 acres, more or less. Subject to easements, restrictions, reservations and rights-of-way of record; ALSO TOGETHER WITH AND SUBJECT TO AN INGRESS/EGRESS EASEMENT described as follows:

Part of the Northwest Quarter of the Southwest Quarter of Section 28, Township 14 North, Range 4 East, Craighead County, Arkansas, being more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 28, Township 14 North, Range 4 East, Craighead County, Arkansas; thence North 89 degrees 24' 00" East along the South line of the Northwest Quarter of the Southwest Quarter of said Section 28, 60.00 feet to the East right of way line of Caraway Road; thence North 00 degrees 00' 00" East along said East right of way line, 660.61 feet to the point of beginning; thence continue North 00 degrees 00' 00" East 100.00 feet; thence North 89 degrees 19' 42" East departing said right of way line, 52.30 feet; thence South 88 degrees 57' 05" West 15.00 feet; thence North 01 degrees 02' 55" West 3.66 feet; thence South 89 degrees 19' 42" West 37.57 feet to the point of beginning, containing in all 841 square feet or 0.02 acres, more or less. Subject to easements, restrictions, reservations and rights-of-way of record.

*Handwritten initials: JH, PM*

*Handwritten initials: JC*

DEEDS BOOK 97 PG 175 - 177  
DATE 10/19/2009  
TIME 01:41:43 PM  
RECORDED IN  
RECORDS OF  
CRAIGHEAD COUNTY  
AND HUDSON  
CLERK  
RECEIPT # 194942