



City of Jonesboro Private Club Review and Conditions Form

Date 1-11-2022

Non-Profit Corp. Umai Sushi & Grill of Jonesboro

Address 1841 E. Highland

Applicant on Behalf of Club Zhen Zhou

Home Address 5702 Slimbridge, Jonesboro AR

Business Name Umai Sushi & Grill

Business Address 1841 E. Highland Suite B Jonesboro, AR

City of Jonesboro official use below this:

Police Department:

Copy of membership list Yes No

Has any member been convicted of a felony? Yes No

If yes, How many years since conviction? _____

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

Comments: _____

Approve? Yes No

Signature Chief of Police [Signature]

Planning and Zoning Department:

Type of Private Club: Restaurant Hotel/Motel

Hours of Operation? _____

Copy of menu for food service? Yes No

Zoning C-3

Approve? Yes No

Signature Planning Director [Signature]

City Clerk:

Date received _____

Date entered in Legistar _____

City Council Action

Approve _____ Deny _____

RECEIVED
1-2-22
RE

UMAI SUSHI & GRILL IN JONESBORO, INC.
Zhen Zhou, Managing Agent
5702 Slimbridge
Jonesboro, AR 72401

Chief Rick Elliott
Jonesboro Police Department
1001 S. Caraway Road
Jonesboro, AR 72404

Re: Private Club/Restaurant Application - Umai Sushi & Grill in Jonesboro, Inc.

Dear Chief Elliot:

I serve as the Managing Agent for Umai Sushi & Grill in Jonesboro, Inc., a nonprofit corporation. In that capacity, I am delivering a private club application for a proposed restaurant at 1841 E. Highland Drive, Suite B, Jonesboro.

A receipt evidencing payment of the application fee to the Collection Department for the City of Jonesboro is also included. Please let me know if more is required. I can be contacted by cell phone, 870-919-3121, or email, chinchinexpress@yahoo.com.

Thank you for your assistance.

Sincerely,

Dated: _____, 2021

Zhen Zhou

OFFICIAL RECEIPT

Receipt Date 01/11/2022 11:27 AM
Receipt Print Date 01/11/2022

Receipt # 00212832
Batch # 00111.01.2022

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 Umai
Sushi & Grill
1841 e highla
nd #b 250.00

Total 250.00

Payment Information:

Check 1007 250.00
Change 0.00

umai sushi and grill llc
Customer #: 000000

Cashier: kmhattenhauer
Station: COLLECTIONWINDO

ORDINANCE NO. _____

AN ORDINANCE ADOPTED PURSUANT TO ACT 1112 OF 2017, AND APPLICABLE ABC REGULATIONS APPROVING THE RESTAURANT PRIVATE CLUB APPLICATION OF UMAI SUSHI & GRILL IN JONESBORO, INC. AT 1841 E. HIGHLAND, SUITE B, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS.

WHEREAS, Act 1112 of 2017 requires applicants for restaurant private club license obtain approval of the governing body of the city or county where the private club is to be located; and

WHEREAS, UMAI SUSHI & GRILL IN JONESBORO, INC. has made proper application with the City of Jonesboro for restaurant private club at 1841 E. Highland, Suite B, Jonesboro, Craighead County, Arkansas, such application received by the Jonesboro Police Department.

WHEREAS, the City Council of Jonesboro, Arkansas, has reviewed the application of UMAI SUSHI & GRILL IN JONESBORO, INC. and finds it meets the requirements of law; and

NOW, THEREFORE, be it ordained by the City Council of Jonesboro, Craighead County, Arkansas:

Article I. That the private club application of UMAI SUSHI & GRILL IN JONESBORO, INC. , for issuance of a restaurant private club license at 1841 E. Highland, Suite B, Jonesboro, Craighead County, Arkansas, be, and it hereby is, approved by the City Council of the City of Jonesboro.

Article II. That pursuant to Act 1112 of 2017, UMAI SUSHI & GRILL IN JONESBORO, INC. is hereby authorized to file a restaurant private club application, Department of Finance and Administration, Alcoholic Beverage Control Division, for the location at 1841 E. Highland, Suite B, Jonesboro, Craighead County, Arkansas. A copy of this Ordinance shall be provided to the Alcoholic Beverage Control Division, Department of Finance and Administration along with the ABC restaurant private club application of UMAI SUSHI & GRILL IN JONESBORO, INC.

Article III. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Approved and passed this _____ day of _____, 2021.

Mayor:

(SEAL)

Attest:

Recorder:

City Attorney:

~~#605~~

Arkansas Alcoholic Beverage Control Board

ORI AR920480Z Ark Code §3-2-103

Transaction Number: _____

Applicant/Stockholder/Shareholder/Partner Name: Zhen Zhou

Date of Birth: _____ State of Birth: _____

Race: _____ Sex: _____ Height: _____ Weight: _____

Eye Color: _____ Hair Color: _____

Social Security Number: _____

Driver's License Number and State Issued: _____

Mailing Address: 5702 - Slimbridge Dr, Jonesboro, AR 72401
Address City State Zip Code

Business Name: Hibachi Bistro

Business Address: 1841 - E. Highland St # B, Jonesboro, AR 72401
Street City State Zip Code

Business Telephone: _____

Contact Telephone: 870-9193121

If a completed copy of each form (from each applicable individual) AND the results of the FBI fingerprints have not been received by our office, NO ACTION SHALL BE TAKEN ON YOUR APPLICATION.

Print Full Name: zhen zhou
Last Name First Name Middle Name

APPLICANT RECORD NOTIFICATION

Notification: Fingerprints submitted will be used to check the criminal history records of the FBI.
Obtaining Copy: Procedures for obtaining a copy of FBI criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.30 through 16.33 or go to the FBI website at <http://www.fbi.gov/about-us/cjis/background-checks>.

Change, Correction, or Updating: Procedures for obtaining a change, correction, or updating of an FBI criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.


Privacy Act Statement

This privacy act statement is located on the back of the FD-258 fingerprint card.

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI. **Routine Uses:** During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations: local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

I acknowledge the above information and I give my consent for the Arkansas State Police to conduct an Arkansas (and if fingerprints are submitted, an FBI) criminal records search on myself and release any results to the Alcoholic Beverage Control Division, 1515 West 7th Street, Suite 503 Little Rock, AR 72201

Signature:  Date: 9/14/21
(First/MI/Last Name) (Month/Day/Year)

Fingerprint Technician: Abigail Mason Date: 09-14-21
Arkansas Live Scan

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.

Umaï Sushi + Grill Jonesboro Inc
Non-Profit Corporation FEIN # _____

APPLICANT ON BEHALF OF CLUB
ZHEN ZHOU
First Middle Last

HOME ADDRESS
5702 S Limbridge Jonesboro 72401 CRAIGHAND
Street City Zip County

BUSINESS NAME
Umaï Sushi + Grill IN Jonesboro, Inc

BUSINESS ADDRESS
1841 E Highland Suite B Jonesboro 72401 CRAIGHAND
Street City Zip County

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

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.

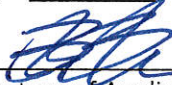
Does anyone now hold an alcoholic beverage permit at this location? NO If so, give name, address and permit no(s).

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

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
ZHEN ZHOU	Pres/Sec Board	5702 Slimbridge Dr. Jonesboro
ZHEN HUN WENG	Director	5702 Slimbridge Dr. Jonesboro
Qisui Weng	Director	5702 Slimbridge Dr. Jonesboro

Has any member of the club's board of directors or other governing body, or any club officer, been under the sentence, whether suspended or otherwise, of any court for the conviction of a felony within two (2) years preceding the date of this application? YES NO If yes, please explain -

Signed this 18 day of October, 2021

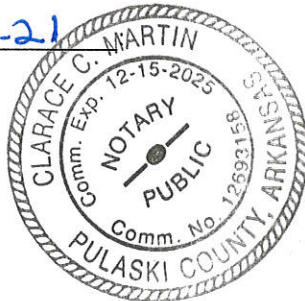

Signature of Applicant/Managing Agent

Director - Pres. Managing Agent
Official Title

Subscribed and sworn to before me this _____ day of _____

Clarace C Martin
Notary Public

My Commission Expires: 12-15-21



AUTHORITY TO RELEASE INFORMATION

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

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

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

[Handwritten Signature]

Signature - Full Name

10/13/2021

Date

5702 - slimbridge Dr

Home Address

Jonesboro

AR

72401

City State Zip

514m

Mailing Address

City State Zip

870-9193121

Contact Phone Business Phone

chindunexpress@yahoo.com

Email Address

KEITHEN POWER
NOTARY PUBLIC - ARKANSAS
CRAIGHEAD COUNTY
My Commission Expires 08-13-2030
Commission No. 12712257

Subscribed and sworn to before me this 13th day of October, 2021.

[Handwritten Signature: Keithen Power]

Notary Public

My Commission Expires: 08/13/2030

MINUTES OF MEETING OF BOARD OF DIRECTORS

OF

UMAI SUSHI & GRILL IN JONESBORO, INC.

A special meeting of the Board of Directors of UMAI SUSHI & GRILL IN JONESBORO, INC. was held on October 4, 2021, pursuant to waiver of notice. The President called the meeting to order and declared a quorum present.

The first item to come before the meeting was a motion to authorize the club to file a restaurant private club application with the ABC designating Zhen Zhou as managing agent at 1841 E. Highland, Suite B, Craighead County, Arkansas. Upon Motion made, seconded and unanimously adopted, the club was authorized to file a private club application with the ABC designating Zhen Zhou managing agent to represent the club in all matters before the ABC.

There being no further business the meeting adjourned.

Respectfully submitted,



Secretary-Treasurer

AUTHORITY TO RELEASE INFORMATION

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

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

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

[Signature]

10/13/2021 Signature - Full Name
Date

5702 - slimbridge Dr
Home Address

Jonesboro AR 72401
City State Zip

Mailing Address

City State Zip

870-9193186
Contact Phone Business Phone

Email Address



Subscribed and sworn to before me this 13th day of October, 2021.

Keithen Power
Notary Public

My Commission Expires: 08/13/2021

AUTHORITY TO RELEASE INFORMATION

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

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

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

[Handwritten Signature]

10/13/2021 Signature - Full Name

Date

5702 - slimbridge Dr Home Address

Jonesboro AR 72401
City State Zip

Mailing Address

City State Zip

870-9193121 Contact Phone Business Phone

Email Address

KEITHEN POWER
NOTARY PUBLIC - ARKANSAS
CRAIGHEAD COUNTY
My Commission Expires 08-13-2030
Commission No. 12712257

Subscribed and sworn to before me this 13th day of October 2021.

Keithen Power
Notary Public

My Commission Expires: 08/13/2021

MINUTES OF SPECIAL MEETING OF THE BOARD OF DIRECTORS

OF

UMAI SUSHI & GRILL IN JONESBORO, INC.

A special meeting of the Board of Directors of Umami Sushi & Grill in Jonesboro, Inc. was held on October 4, 2021, pursuant to waiver of notice by all Directors.

The first item of business to come before the meeting was a motion to elect directors of the corporation pursuant to the corporation's Bylaws. Upon Motion made, seconded and unanimously adopted, the following individuals were elected to serve as directors of the corporation until their successors are duly elected and qualified:

- | | | |
|----|---------------|--|
| a. | Zhen Zhou | 5702 Slimbridge Dr., Jonesboro, AR 72401 |
| b. | Zhenchun Weng | 5702 Slimbridge Dr., Jonesboro, AR 72401 |
| c. | Qisui Weng | 5702 Slimbridge Dr., Jonesboro, AR 72401 |

The new directors assumed their office and proceeded to elect the officers of the corporation. Upon Motion made, seconded and unanimously adopted, the following individuals were elected to serve as officers of the corporation until their successors are duly elected and qualified:

- a. President and Secretary-Treasurer: Zhen Zhou, 5702 Slimbridge Dr., Jonesboro, AR 72401

The new officers accepted election to their respective positions. The next item of business to come before the meeting was a motion to designate Zhen Zhou, as agent for service of process for the Corporation. Upon Motion made, seconded and unanimously adopted, Zhen Zhou was designated as agent for service of process for the club with the registered address of the club being 1841 E. Highland, Suite B, Craighead County, Arkansas. The President - Secretary-Treasurer were authorized to file change of agent forms with the Secretary of State.

There being no further business the meeting adjourned.

Respectfully submitted,



Secretary-Treasurer

SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Zhen Zhou Sex _____ Date of Birth _____
2. Home Address 5702- Slimbridge Dr. Jonesboro, AR 72401 Phone No. 870-9193121
Street City Zip
3. Are you a person of good moral character and reputation in your community? Yes
4. Are you a **(CITIZEN)** or **(PERMANENT RESIDENT ALIEN)** of the United States? **CIRCLE ONE**
 Social Security No. _____ Green Card No. _____
5. Are you a resident of Craighead county? Yes
 If not, do you live within 35 miles of the premises to be permitted? _____
6. Have you ever been convicted of a felony? YES _____ NO If so, give full information _____
7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceding this application? YES NO If so, give full information. NO.
8. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceding this application? YES _____ NO If so, give full information _____
9. Do you presently hold or have you ever held an alcoholic beverage permit(s)? NO If so, give name, place, and permit number(s) _____
10. Have you applied and been refused a permit at the applied for location within the last 12 months? NO If so, give full information _____
11. Marital Status: Single () Married () Divorced Separated () Other ()
12. Furnish complete information regarding members of immediate family:

Relationship	Full Name	Address	Occupation
Daughter	Ashley Zhou	5702-Slimbridge Dr. AR Jonesboro 72401	School.
Daughter.	Cynthia Zhou	5702-Slimbridge Dr, Jonesboro AR 72401	School.

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

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

13. Give your home address (city or town) and dates at each for the past five (5) years:
5702 - Stimbridge Dr, Jonesboro, AR 72401. From 1/01/2016 - Now.

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

Your Business or Occupation	Name & Address of Employer	Dates of Employment
Chin Chin Express	Self Employee	6/24/2015 - 7/16/2017
Kimfa INC. owner	2304 - E Johnson Ave HB. Jonesboro, AR 72401	7/17/2017 - Now

I hereby state on oath that I will not violate any law of this State or any regulation of the Alcoholic Beverage Control Division, nor will any agent or employee be allowed to violate any law or regulation. It is hereby consented that the licensed premises and its books and records shall be open at all times to all law enforcement officials without warrant or other legal process.


 Applicant's Signature

STATE OF ARKANSAS

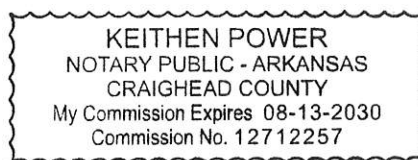
COUNTY OF Craighead

Zhen Zhou, being first duly sworn on oath deposes and says that he/she has read each of the questions to which he/she has made answer, and that his/her said answers in each instance are true and correct.

Subscribed and sworn to before me this 13th day of October, 2021.


 Notary Public

My Commission Expires: 08/13/2021



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: **Zhou** First: **Zhen** Middle:
Date of Birth: Sex: Race:
Social Security Number: *(not verified, supplied at time of request)*
Home/Mailing Address: **5702 Slimbridge Dr (ABC) Jonesboro, AR 72401**

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: **ABC003337685**

Date: **09/14/2021** Agency Reporting: **Arkansas State Police**

Purpose: **H-ABC - Alcohol Access under Arkansas Code §3-2-103 s limited to approved Harvesters that launch state background checks and gather fingerprints for FBI background checks for Alcoholic Beverage Control Division licensing.**

Released To: **Abigail Mason**

Representing: **Arkansas LiveScan**

Mailing Address: **PO Box 574 Fort Smith, AR 72902**

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.



Sushi

Sushi Regular

7 pieces of sushi & 1 tekka roll

\$15.50

Sushi Deluxe

9 pieces of sushi & 1 tekka roll

\$17.50

Maki Dinner

California, tekka & spicy salmon

\$14.50

Sashimi Dinner

16 pieces of assorted sashimi

\$19.75

Sushi & Sashimi Combination

5 pieces of sushi, 1 tekka roll and 9 pieces of sashimi

\$19.75

Chirashi

Sashimi on sushi rice

\$17.50

Kaisen Don

Your choice of 3 kinds of sashimi over sushi rice

\$25.00

Kappa

Cucumber

\$3.50

Tekka

Tuna

\$4.00

Salmon

With scallions

\$4.00

Hamachi

With scallions

\$4.00

Salmon Skin

Salmon Skin

\$4.50

Unagi

Eel

\$5.00

Spicy Salmon

Salmon with Spicy sauce

\$5.75

Spicy Tuna

Tuna with spicy sauce

\$5.75

California

Crab, avocado & cucumber

\$5.75

Alaska

Salmon, ikura, crab, & lettuce

\$7.00

Rainbow

Raw fish on a California roll

\$9.75

Eel California

Eel on a California roll

\$9.75

Appetizers

Egg Roll (1) -	0.99
Spring Roll (3) -	3.99
Fried Chicken Wing (4) -	3.99
Sugar Donuts (5) -	2.99
Crab Wonton (6) -	4.59
Edamame -	2.99
Gyoza (6) (Steamed or Fried) -	4.59
Bang Bang Chicken -	3.99
Bang Bang Shrimp -	4.99
Coconut Chicken -	3.99
Coconut Shrimp -	4.99
Chicken Tempura (4) -	3.99
Shrimp Tempura (4) -	4.99

Soup

Egg Drop Soup -	1.59
Clear Soup - (Fried Onion, Mushroom & scallions)	1.59

Lo Mein

(Soft Noodles) (Soup or Stir Fried)

Vegetable Lo Mein -	6.79
Chicken Lo Mein -	7.59
Beef Lo Mein -	8.99
Shrimp Lo Mein -	8.99
House Lo Mein (Chicken, Beef & Shrimp)	10.99

Udon Noodle

(Thick Noodles) (Soup or Stir Fried)

Vegetable Udon -	7.99
Chicken Udon -	8.99
Beef Udon -	9.99
Shrimp Udon -	9.99

Mei Fun

(Rice Noodles) (Soup or Stir Fried)

Vegetable Mei Fun -	7.59
Chicken Mei Fun -	8.99
Beef Mei Fun -	9.99
Shrimp Mei Fun -	9.99
Singapore Mei Fun - (Chicken, Shrimp, Egg w. Curry powder)	10.59

Fried Rice

(Meat On Top of Hibachi Rice)

Vegetable Fried Rice -	6.59
Chicken Fried Rice -	7.59
Smoked Sausage Fried Rice -	7.99
Steak Fried Rice -	8.99
Shrimp Fried Rice -	8.99
Seafood Fried Rice - (Shrimp, Calamari & Crab Meat)	9.59
Hawaiian Fried Rice -	9.59
(Chicken, Shrimp, Smoked Sausage & Pineapple)	
Combination Fried Rice -	11.59
(Chicken, Shrimp & Steak)	

Hibachi Entrees

(Served with Mixed Vegetables,
Fried Rice or Steamed Rice)

Hibachi Vegetable -	6.99
(Broccoli, Onion, Carrot, Mushroom & Zucchini)	
Hibachi Chicken -	8.59
Hibachi Calamari -	8.59
Hibachi Salmon -	9.99
Hibachi Steak -	9.99
Hibachi Shrimp -	9.99
Hibachi Chicken & Shrimp -	11.59
Hibachi Chicken & Steak -	11.59
Hibachi Steak & Shrimp -	11.59
Hibachi Calamari & Shrimp -	11.59

Kitchen Entrees

(Served with Fried Rice or Steamed Rice)

Bang Bang Chicken -	7.59
Bang Bang Shrimp -	7.99
Sesame Chicken -	7.99
General Tao's Chicken -	7.99
Chicken w. Broccoli -	7.59
Beef w. Broccoli -	7.99
Shrimp w. Broccoli -	7.99
Sweet & Sour Chicken -	7.59
Blackened Pepper Steak - (Beef, Bell Pepper & Onion w. Blackened Pepper Sauce)	7.99
Mongolian Chicken -	7.59
(Chicken, Bell Pepper, Carrot, Onion, Mushroom & Zucchini w. Chef's special sauce)	
Mongolian Beef -	7.99
(Beef, Bell Pepper, Carrot, Onion, Mushroom & Zucchini w. Chef's special sauce)	
Chicken Wing w. Fried Rice -	7.99
Chicken Katsu -	9.99
Pork Katsu -	9.99

Kids Menu

Hibachi Chicken (No Veggies) -	3.99
Chicken Nugget w. French Fries -	3.99
Chicken Nuggets (10) -	4.99

Wings

(Additional Charge for Flavor)

10 Piece -	9.99
20 Piece -	18.99
30 Piece -	26.99

Hot & Spicy

All Steak Cook Medium



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 10-13-2021

Employer Identification Number:

Form: SS-4

Number of this notice: CP 575 E

UMAI SUSHI & GRILL IN JONESBORO INC
1841 EAST HIGHLAND DRIVE SUITE B
JONESBORO, AR 72401

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status under Internal Revenue Code Section 501(c)(3), organizations must complete a Form 1023-series application for recognition. All other entities should file Form 1024 if they want to request recognition under Section 501(a).

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

Unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File), you will lose your tax-exempt status if you fail to file a required return or notice for three consecutive years. We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter.

For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.



Search Incorporations, Cooperatives, Banks and Insurance Companies

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LLC Member information is now confidential per Act 865 of 2007

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For service of process contact the [Secretary of State's office](#).

Corporation Name	UMAI SUSHI & GRILL IN JONESBORO, INC.
Fictitious Names	
Filing #	811218505
Filing Type	Nonprofit Corporation
Filed under Act	Dom Nonprofit Corp; 1147 of 1993
Status	Good Standing
Principal Address	1841 E HIGHLAND, SUITE B JONESBORO, AR 72401
Reg. Agent	ZHEN ZHOU
Agent Address	5702 SLIMBRIDGE DRIVE. JONESBORO, AR 72401
Date Filed	09/23/2019
Officers	STEPHEN E. MORLEY , Incorporator/Organizer QISUI WENG , Director ZHEN ZHOU , Director ZHENCHUN WENG , 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](#)

STATE OF ARKANSAS



John Thurston

ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, John Thurston, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Articles of Amendment

of

RICKEY BAYOU DINING CLUB, INC.

changing the name to

UMAI SUSHI & GRILL IN JONESBORO, INC.

filed in this office
September 30, 2021.



In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 30th day of September, 2021.

John Thurston

Arkansas Secretary of State



Certificate of Amendment of a Non-Profit Corporation

RICKEY BAYOU DINING CLUB, INC. ,

corporation duly organized, created and existing under and by virtue of
the laws of the State of Arkansas, by its Presiding Director or Officer,

DOES HEREBY CERTIFY:

At a meeting of the membership (or incorporators or board of directors)

which was held on: 09/29/2021

in the City of: JONESBORO,

the Articles of Incorporation of this corporation were amended
to read as follows:

THE NAME OF THE NONPROFIT IS: UMAI SUSHI &
GRILL IN JONESBORO, INC. THE PRINCIPAL ADDRESS
IS: 1841 E. HIGHLAND, SUITE B, JONESBORO, AR
72401. THE AGENT FOR SERVICE IS: ZHEN ZHOU.

Check appropriate statement:

- I If approval of the members was not required, a statement to
that effect and a statement that the amendment was
approved by a sufficient vote of the board of directors or
incorporators;
- II If approval by members was required:
- (a) the designation, number of memberships outstanding,
number of votes entitled to be cast by each class
entitled to vote separately on the amendment, and the
number of votes of each class indisputably voting on
the amendment; and
- (b) either the total number of votes cast for and against the
amendment by each class entitled to vote separately on
the amendment or the total number of undisputed votes
cast for the amendment by each class and a statement
that the number cast for the amendment by each class
was sufficient for approval by that class.
- III If the approval of the amendment by some person or
persons other than the members, the board or incorporators
is required pursuant to § 4-33-1030, a statement that the
approval was obtained.

Date: 30th of September, 2021

{\$delayed_message

Signature of Presiding Director: ZHEN ZHOU

Annual Report for Domestic Nonprofit Corporation

Filing Information

State of Origin: AR
Entity File Number: 811218505
Alt Entity Type: DomNonProfitNewCode
Entity Name: RICKEY BAYOU DINING CLUB, INC.
File Date: 2021-09-30 12:03:40
Alt Tax Type: NonProfitCorporation
Tax Year: 2021
Filing Signature: ZHEN ZHOU

Current Registered Agent

First Name: STEPHEN
Middle Name: E.
Last Name: MORLEY
Address 1: 609 ROBERT S. MOORE AVE.
City: ARKANSAS CITY
State: AR
Zip: 71630
Country: USA

Changing Registered Agent to:

First Name: ZHEN
Last Name: ZHOU
Address 1: 5702 SLIMBRIDGE DRIVE.
City: JONESBORO
State: AR
Zip: 72401
Country: USA

Officers

First Name: ZHEN
Last Name: ZHOU
Title: Director
Address 1: 5702 SLIMBRIDGE DRIVE
City: JONESBORO
State: AR
Zip: 72401
Country: USA

First Name: QISUI
Last Name: WENG
Title: Director
Address 1: 5702 SLIMBRIDGE DRIVE
City: JONESBORO
State: AR
Zip: 72401
Country: USA

First Name: ZHENCHUN
Last Name: WENG
Title: Director
Address 1: 5702 SLIMBRIDGE DRIVE
City: JONESBORO
State: AR
Zip: 72401
Country: USA

Principal

First Name: ZHEN

Middle Name:

Last Name: ZHOU

Address 1: 5702 SLIMBRIDGE DRIVE

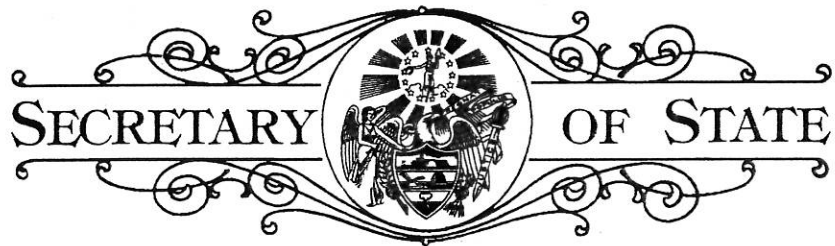
City: JONESBORO

State: AR

Zip: 72401

Country: USA

STATE OF ARKANSAS



John Thurston

ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, John Thurston, Arkansas Secretary of State, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Articles of Incorporation

of

RICKEY BAYOU DINING CLUB, INC.

filed in this office September 23, 2019 in compliance with the provisions of the law and are hereby declared a body politic and corporate, by the name and style aforesaid, with all the powers, privileges and immunities granted in the law thereunto appertaining.



In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 23rd day of September, 2019.

John Thurston

Arkansas Secretary of State

BY-LAWS
OF
UMAI SUSHI & GRILL IN JONESBORO, INC.

ARTICLE I
OFFICES

The principal office of the corporation shall be located at 1841 e. Highland, Suite B, Jonesboro, Craighead County, Arkansas. The corporation may have such other offices, either within or without the State of Arkansas, as the Board of Directors may determine from time to time.

ARTICLE II
MEMBERS

Section 1. Classes of Members. The members of the corporation shall be of one class and shall be allowed one vote each.

Section 2. Voting Rights. Each member in good standing shall be entitled to one vote on each matter submitted to a vote of the members.

Section 3. Termination of Membership. The Board of Directors, by affirmative vote of all of the members of the Board, may suspend or expel a member for cause after an appropriate hearing, and, by a majority vote of those present at any regularly constituted meeting, may terminate the membership of any member who becomes ineligible for membership, or suspend or expel any member who shall be in default in the payment of dues for the period fixed hereinafter.

Section 4. Resignation. Any member may resign by filing a written resignation with the Secretary, but such resignation shall not relieve the member so resigning of the obligation to pay any dues, assessments, or other charges theretofore accrued and unpaid.

Section 5. Reinstatement. On written request signed by a former member and filed with the Secretary, the Board of Directors, by the affirmative vote of two-thirds of the members of the Board, may reinstate such former member to membership of such terms as the Board of Directors may deem appropriate.

Section 6. Transfer of Membership. Membership in this corporation is not transferable or assignable.

ARTICLE III
MEETINGS OF MEMBERS

Section 1. Annual Meeting. An annual meeting of the members may be held at the principal office of the corporation each year, if called, for the purpose of electing directors and for the

transaction of such other business as may come before the meeting. If the day fixed for the annual meeting is a legal holiday in the State of Arkansas, such meeting shall be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as is convenient.

Section 2. Special Meetings. Special meetings of the members may be called by the President, the unanimous vote of the Board of Directors, or not less than 50% of the members having voting rights, at a place designated by the Board of Directors. If no designation is made, the place of meeting shall be the principal office of the corporation in the State of Arkansas.

Section 3. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of members shall be posted at the main entrance to the corporate office and meeting place in the conspicuous place, not less than five (5) nor more than ten (10) days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or by these By-laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the corporation with postage thereon prepaid.

Section 4. Informal Action by Members. Any action required by law to be taken at a meeting of the members, or any action that may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by all the members entitled to vote with the respect to the subject matter thereof.

Section 5. Quorum. A quorum shall consist of at least fifty (50) per cent of the members eligible to cast votes at any regular or special meeting of the corporation. If a quorum is not present at any meeting of the membership, a majority of the members present may adjourn the meeting.

Section 6. Proxies. All voting by the club membership or any committee or sub-committee of the club shall be by the individual member in person or by mailed ballot. No proxy vote shall be allowed.

Section 7. Voting by Mail. Where directors or officers are to be elected by members of any class or classes of members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

ARTICLE IV BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the corporation shall be managed by its Board of Directors.

Section 2. Number, Tenure, and Qualifications. There shall be three. Directors shall be elected at the annual meeting of members, and the term of office of each director shall be until the election and qualification of his successor.

Section 3. Regular Meetings. A regular meeting of the Board of Directors shall be held without any other notice than this By-law immediately after, and at the same place, as the annual meeting of members. The Board of Directors may provide by resolution, the time and place for holding additional regular meetings without other notice than such resolution. Additional regular meetings shall be held at the principal office of the corporation in the absence of any designation in the resolution.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any director, and shall be held at the principal office of the corporation or at such other place as the directors may determine.

Section 5. Notice. Notice of any special meeting of the Board of Directors shall be given at least two days previously thereto by written notice delivered personally or sent by mail or telegram to each director at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when it is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-laws.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Board Decision. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of Directors, unless the act of a greater number is required by law or by these By-laws.

Section 8. Vacancies. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the shall be filled by the Board of Directors. A director appointed to fill a vacancy shall serve for the unexpired term of his predecessor in office.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board. Nothing herein contained shall be constructed to preclude any director from serving the corporation in any other capacity and receiving compensation therefrom.

ARTICLE V OFFICERS

Section 1. Officers. The officers of the corporation shall be a President and Secretary-Treasurer and such other officers as may be elected by the Board in accordance with the

provisions of this article. The Board of Directors may elect, appoint or employ such other officers, including one or more assistant treasurers, as it may deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person.

Section 2. Election and Term of Office. The office of the corporation shall be elected annually by the Board of Directors and a regular meeting of the Board of Directors. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor has been duly elected and qualified

Section 3. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the corporation would be served thereby, but such removal shall be without prejudice to any contract rights, if any, of the officer so removed.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. Powers and Duties. The several officers shall have powers and shall perform such duties as may from time to time be specified in resolutions or other directives of the Board of Directors. In the absence of such specifications, each officer shall have the power and authority and shall perform and discharge the duties of the office of the same title serving in non-profit corporations having the same or similar purposes or objectives to this corporation.

ARTICLE VI COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by the majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more directors which committees, to the extent provided in such resolution shall have and exercise the authority of the Board of Directors in the management of the corporation, by the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual directors, of any responsibility imposed on it or him by law.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the corporation may be designated by a resolution adopted by the majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interest of the corporation shall be served by such removal.

ARTICLE VII
CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these By-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or may be confined to specific instances.

Section 2. Checks, Drafts, or Orders. All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation, and in such manner as shall from time to time be determined by resolution of the Board of Directors, such instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the President or Vice-President of the corporation.

Section 3. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for any purpose of the corporation.

ARTICLE VIII
BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, committees, having and exercising any of the authority of the Board of Directors, and the membership committee, and shall keep at the principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE IX
FISCAL YEAR

The fiscal year of the corporation shall be January 1st through December 31st of each calendar year.

ARTICLE X
DUES

Section 1. Annual Dues. The Board of Directors shall determine from time to time the amount of initiation fee, if any, and annual dues payable to the corporation by members of each class, and shall give appropriate notice to the members.

Section 2. Default and Termination of Members. When any member of any class is in default in the payment of dues for a period of two months from the beginning of the period for which dues became payable, his membership may thereupon be terminated by the Board of Directors as provided hereinabove.

ARTICLE XI
WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of Arkansas Law, or the Articles of Incorporation or the By-laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated herein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII
AMENDMENT OF BY-LAWS

These By-laws may be altered, amended, or repealed, and new By-laws may be adopted by a majority vote of the Board of Directors at any regular or special meeting.

CERTIFICATE OF ADOPTION

The foregoing Bylaws of the Corporation have been duly adopted this 4th day October, 2021, by action of the Board of Directors pursuant to the laws of this State.

IN TESTIMONY THEREOF, witness the hand of the undersigned as Secretary of the Corporation on such date.

UAMI SUSHI & GRILL IN JONESBORO, INC.

(SEAL)



Secretary

APPROVED:



President

Umai Sushi and Grill - 1841 East Highland Drive, Jonesboro, AR | (Annie)

870.919.3121

Members List

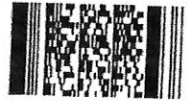
Last Name	First Name	Address of Jonesboro Resident
Adams	Jackson	2311 Autumn Dr.
Anderson	Daniel	3 Private Dr.
Banks	Tyree	1835 Cedar Heights
Bassy	Chris	4220 Teri Dawn Cv.
Batnick	Ivy	5204 Reserve Dr.
Becker	Laura	1429 Soathbrock
Bennet	Rashad	921 Allen St.
Bind	Frank	1704 Hibiscus Ct.
Blake	Grayson	1804 Deerwood
Blalock	Holly	2775 E. Nettleton
Blalock	Pamel	2013 Alex Dr.
Bobber	Billy	2517 E. Nettleton Ave.
Borrow	Byron	703 Gladius Dr.
Bradford	Jeramie	2211 Fairfield
Brown	Laney	2508 E. Johnson Ave.
Burson	Jerry	711 Smithfield Dr.
Cabibi-Wilkin	Alitza	105 N. Caraway Rd.
Camaobo	Daniel	301 N. Caraway Rd.
Carle	Hanah	4713 Lonoke Ln.
Carter	Kenneth	1826 Burns Apt. 1
Carter	Lele	800 Sanderson Ln.
Carter	Keith	4809 Rockport Dr.
Chambers	William	1809 Alomo St.
Chastain	Grace	329 Wolf Den
Chastain	Hope	330 Wolf Den
Chastain	J.T.	331 Wolf Den
Clemons	Bianca	824 Daybreak
Coffman	Paul	3403 Bolt Blvd.
Coffman	Stephanie	5607 Slimbridge Dr.
Conway	Leenetta	2508 E. Johnson
Cook	Malorie	6016 Beaver Run Ln.
Corder	Dawn	904 New Hope Ln.
Cossey	Paul	912 Oriole Dr.
Davis	Danny	1500 Mitzi Lane
DeJesus	Javier	828 S. Caraway Rd. Apt. 4C
Diorio	Anthony	304 E. Stroud St.
DuVall	Dusty	1109 Belwood Ct.
Emerson	Katie	820 Amber Circle
Evans	Denver	214 Olive St.
Farley	Shannon	820 Laura Lea
Floyd	Larry	3022 Quial Dr.
Garrett	Colton	4325 Glen Cove #11
Grisham	Gary	212 S. Clubhouse St. Apt. A

Groves	Asia	710 Greensboro Rd.
Haag	Mary	910 E. Craighead Forrest Rd Apt. 91
Haag	Andrew	3900 Burdyslaw Dr.
Ham	Ben	301 N. Caraway Rd. B1
Han	Mimi	2008 Alex Dr.
Han	Yeonang	2008 Alex Dr.
Harrington	Gina	5710 Slimbridge Dr.
Harris	Justin	500 N. Caraway Rd.
Harris	China	934 Oakbrook
Harris	Antonio	1321 Westwood
Haut	Jody	2615 Greensboro Rd.
Haynie	Martha	5715 Slimbridge
Heard	Renajah	800 Union
Heffernan	John	708 Laura Lea
Heflin	Jim	1706 Kathleen St.
Herrera	Jesus	500 N. Caraway Rd.
Hicks	Melanie	726 SW. Dr. Apt. N2
Hicks	Destany	604 Warner Ave.
Hirsch	Gary	1512 S. Madison St.
Holland	William	3907 Hilltop Dr.
Huang	Ming	5332 Reed Rd.
Jackson	Mitchell	212 David CV.
Jennings	Erica	166 Sundown
Jones	Will	2407 E. Matthews
Jones	Morgan	704 Smithfield Dr.
Jones	Bonnie	206 Liberty Dr.
Koslnski	Brian	2304 Johnson
Kreis	Mercedes	514 W. Matthews Apt.
Langley	Tyler	2303 Circle Dr.
Little	Jim	603 W. College
Lynch	Alison	1820 Belt Apt A
Mancilla	Mary	1309 Magnolia Rd.
Mancilla	Jose	1311 Magnolia Rd.
Mareno	Elizabeth	831 Sims
Massey	Preston	349 Wolf Den Dr.
McDaniel	Sherri	4518 Clubhouse Dr.
McFatter	Michael	500 N. Caraway Rd. Apt. 1121
McGarth	Kimberly	967 Links Dr. Apt. 12
Mera	Nana	1713 Westwood
Mesa	Mary	902 Belt St.
Mills	Jason	1920 N. Cluberhouse H6
Morales	Valeria	1221 Sandino Dr.
Morgan	Billie	301 N. Caraway Rd. B1
Nacole	Tankara	1006 Vine Apt. 2
Neely	Danny	2309 Neely Rd.
Nichols	Emma	2627 Glenn CV. 19
Ogles	Angela	7091 Highway 141 W.

Ogles	Andrea	5306 Apt Drive B6
Ogles	Erica	1500 Prospector Dr.
Ordonet	Kaira	906 S. 59th St.
Osment	Lindsay	1109 Belwood Ct.
Osment	Taylor	1109 Belwood Ct.
Partain	Shirley	204 Mayette
Peck	Karen	1001 CR 759
Purdy	Stormy	3813 Pebble Beach Dr.
Ramon	Brooke	2404 Race St.
Rapert	Terry	5706 Slimbridge
Rapert	Chi	5706 Slimbridge
Rawlins	Calvin	2662 Glenn CV. #82
Readnour	Corey	805 Laura Lea
Reeves	Jimmy	703 Gladius Dr. Apt A10
Richardson	Connor	3509 Oaklawn Ave.
Ryan	April	5705 Slimbridge
Sanders	Chase	373 CR. 341
Sartain	April	206 French St.
Scott	Autumn	105 N. Caraway Rd.
Sekar	Sharth	2009 Cedar Heights
Shackelford	Reid	609 E. Oak Ave.
Short	Coby	4856 Gregory CV.
Siednaly	Noah	315 Rall St.
Silva	Maricus	6577 S. Nettleton Ave. Apt. 5
Singleton	Narcissa	1084 Mangolia Rd.
Sipen	Brenda	5604 Slimbridge
Slicer	Bill	5909 Slimbridge Dr.
Slieman	Sally	800 Smithfield Dr.
Smith	Misty	3016 Matthews
Steele	Cody	2011 Bonker Hill Rd.
Stetz	Nikki	5307 Harrisburg Rd. #9
Sunar	Ujjwal	301 N. Caraway Pines
Swift	Dequarious	2601 Circle Dr.
Swindle	Debbie	115 Burke Ave.
Tahn	Thomas	315 Rall St.
Tate	Cody	1306 Daybreak Dr.
Taylor-Smith	Maddie	600 N. Caraway Rd.
Thomas	Eden	1004 Sims St.
Thrasher	Rebecca	2013 Indian Trails
Thrasher	Reese	1325 Haven
Thrasher I	Roddy	1207 Flint
Thrasher II	Rodney	2013 Indian Trails
Tidwell	Steve	5315 Elmerston
Tidwell	Terrx	2004 Alex Dr.
Tidwell	Terry	2004 Alex Dr.
Tillman	Nathan	114 CR756
Turner	Chris	6166 Friendly Hope CV.

Turner	Laura	6116 Friendly Hope CV.
Virrgies	Dennis	2310 Clark St.
Walker	Starr	3624 Beacon
Walker	Danielle	2004 Alex Dr.
Wane	Lisa	106 Hayes St.
Ward	Edward	2212 Williamsburg Dr.
Washington-King	Darren	828 Laura Lea Dr.
Waters	Hope	3012 North Church St. Lot 2
Waters	Latitia	626 Rains Ave.
Waters	Briana	3012 N. Church Lot 2
Watson	Savannah	812 Laura Lea
Watson	Reggie	111 Owens
Welg	Qisai	2017 Alex Dr.
Weston	Angie	4615 Jeri CV.
White	Jordan	3413 Oaknoat Dr.
Williams	Matthew	105 N. Caraway Rd.
Williams	Autumn	828 S. Caraway
Wilson	Richard	908 Fairway Dr.
Wilson	Jackie	3012 North Church St. Lot 1
Woodruff	Allen	3312 Ridgeway Circle
Woods	Ron	1510 Metzler Ln.
Woodwand	Steven	2004 Alex Dr.
York	Brian	307 Benson Dr.
Young	Madison	1501 Mitzi Ln.

DESCRIPTION OF BUSINESS AND ENTERTAINMENT ACTIVITIES
FOR PRIVATE CLUB PERMIT



D6J683-D6L823

NAME OF OUTLET Uma's Sushi + Grill in Jonesboro
CITY JONESBORO COUNTY GRAINGER

Arkansas Law requires that a private club must exist for some reason other than the consumption of alcoholic beverages. On this sheet of paper, which is a part of your verified application, you are to describe, in complete detail, what entertainment (live bands, dancers, food service, etc.), social functions, or other recreational events will be available at the club for the members. If you are in doubt about whether to list an item, you are urged to include it.

Under Section 1.34 of the ABC regulations, any permit issued by this agency is only valid for the uses described in the original application. Any material change in the club's operation or entertainment, other than originally listed in this application, *without prior approval of the director*, shall be grounds for revocation of your permit.

On your floor plan, which is a separate attachment, please mark the entrance to the private club, noting the location of the guest book, and mark any major features of the private club area, including where specific entertainment items will be located.

PLEASE PRINT OR TYPE YOUR RESPONSES BELOW. USE THE BACK OF FORM, OR ADDITIONAL SHEETS, IF NECESSARY.

To promote community hospitality between
members + guests, restaurant will offer fresh
sushi at a reasonable price together with
grilled entrees per attached menu. Adult
members/guests may order adult beverages
only with food service.
Hours of operation M-F 11:00^{am} - 9:30^{pm}

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), dated the 27 day of July, 2021, is between PMCM, LLC, an Arkansas limited liability company ("Landlord"), and **UMAI SUSHI AND GRILL IN JONESBORO, INC.** ~~XXXXXXXXXXXXXX~~, an Arkansas ~~limited liability company~~, ("Tenant").

W-I-T-N-E-S-S-E-T-H:

That each of the aforesaid parties acknowledges receipt of a valuable consideration from the other and they and each of them act herein in further consideration of the covenants of the other as herein stated. Landlord and Tenant agree as follows:

ARTICLE I

1.1 PREMISES. Landlord does hereby grant, demise and lease unto Tenant the space in located at 1841 East Highland Drive (the "Shopping Center"), City of Jonesboro, Craighead County, Arkansas, as shown on **Exhibit A** attached hereto, consisting of approximately two thousand (2,000) rentable square feet, known as Suite B (hereinafter referred to as "Premises"). The rentable area in the Premises is hereby stipulated to be the aggregate amount of square feet hereinabove stated, whether the same should be more or less as a result of minor variations resulting from actual construction and completion of the Premises for occupancy so long as such work is done in accordance with the terms and provisions hereof.

1.2 USE OF PREMISES. The Premises are to be used and occupied continuously throughout the Term hereof for an Asian Cuisine Restaurant, and for no other purpose whatever.

1.3 TERM OF LEASE. The Premises are hereby demised unto Tenant for a period of ten (10) years (the "Term") commencing upon the date which is one-hundred and twenty (120) days following the Delivery Date (as defined in Section 2.2 below) (the "Commencement Date").

1.4 RENT.

(a) Tenant shall pay to Landlord as rent for the Premises during the Term ("Base Rent") a monthly installment, payable in advance on the first day of every month without notice, demand, offset or deduction, and such Base Rent beginning with the Commencement Date. If Base Rent or any Additional Rent (defined below) has not been paid by the fifth (5th) day of the month in which it is due, 10% of the monthly payment will be assessed as a late charge. The amount of each such installment shall be equal to the following:

<u>Years</u>	<u>Rent/Sq. Ft.</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
1-5	\$22.00	\$3,666.67	\$44,000.00
6-10	\$24.00	\$4,000.00	\$48,000.00

(b) Whenever, by the terms of the Lease, Tenant is required to make payments or furnish items at the expense of Tenant, all such additional items required to be paid by Tenant are to be considered as Additional Rent (the Base Rent and Additional Rent collectively referred to herein as "Rent") and Landlord is to have the same rights and remedies upon the nonpayment of such as Landlord has for the nonpayment of the Base Rent provided in this Section 1.4.

(c) The "Common Area" is the part of the Shopping Center designated by Landlord from time to time for the common use of all tenants and their invitees, including among other facilities, parking area, sidewalks, landscaping, curbs, loading areas, private streets and alleys, lighting facilities, hallways and other areas and improvements provided by Landlord for the common use of all tenants, all of which shall

be subject to Landlord's sole management and control and shall be operated and maintained in such manner as Landlord, in its reasonable discretion, shall determine. Landlord reserves the right to change from time to time the dimensions and location of the Common Area. Tenant and its employees, customers and licensees shall have the non-exclusive right and license to use the Common Area as constituted from time to time, such use to be in common with Landlord, other tenants of the Shopping Center and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe. Tenant shall not solicit business or display merchandise within the Common Area, or distribute handbills therein, or take any action which would interfere with the rights of other persons to use the Common Area without the prior written consent of the Landlord. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations, but such repairs or alterations shall be done in a manner so as to cause a minimum of interference with Tenant's business.

Tenant agrees to pay, as Additional Rent, each month for its proportionate share of the cost of operation and maintenance of the Common Area (including without limitation costs incurred for management, lighting, heating, air conditioning, water sewerage, painting, cleaning, snow removal, policing, inspecting, landscaping, repairing, replacing, guarding and protecting the Shopping Center, as well as payment of real property ad valorem taxes and insurance with respect to the Shopping Center) which may be incurred by Landlord in its reasonable discretion (such amounts collectively referred to as "Common Area Expenses"). The proportionate share of Common Area Expenses to be paid by Tenant shall be computed on the ratio that the total square footage of the Premises bears to the total number of square feet of space within the Shopping Center. Landlord shall make monthly charges based upon the estimated annual cost of operation and maintenance of the Common Area, payable in advance but subject to adjustment after the end of the year on the basis of the actual cost for such year.

1.5 SECURITY DEPOSIT. Tenant shall deposit with Landlord the sum of Three Thousand Sixty Hundred Sixty Six and 67/100 United States Dollars (\$3,666.67) as a security deposit (the "Deposit"), with the Deposit to be paid upon execution of this Lease. The Deposit shall be held by Halsey Thrasher Harpole Real Estate Group ("Broker"), without liability for or payment of interest thereon, as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease by Tenant to be performed. Landlord shall hold the Deposit in a separate fund. If at any time during the Term any Rent payable by Tenant shall be overdue, or if Tenant fails to perform any of the other terms, covenants or conditions to be performed by Tenant, then Landlord at its option, may appropriate and apply all or any portion of the Deposit to the payment of any such overdue Rent and to the compensation of Landlord for loss or damage sustained by Landlord due to a breach by Tenant as aforesaid, without prejudice to Landlord's other remedies.

1.6 TAXES, SPECIAL ASSESSMENTS, LICENSES, ETC. Tenant shall pay prior to delinquency at any time during the Term of the Lease that they may be imposed, levied or assessed, as Additional Rent: (a) all personal property taxes and special assessments against the Premises or any personal property thereon resulting from the above-described use of the Premises by Tenant; and (b) all license, franchise permit fees or taxes. Landlord shall pay all real property ad valorem taxes with respect to the Shopping Center, subject to reimbursement by Tenant for a proportionate share of such payments, as fully set forth in Section 1.4.

Promptly after demand therefor, Tenant shall furnish to Landlord satisfactory proof of payment of any or all items stated herein which are payable by Tenant.

1.7 DELIVERY AT THE END OF THE TERM. Tenant agrees that on the last day of the Term it shall without notice or demand deliver the Premises, including all improvements and fixtures permanently attached, and replacements thereto (except those which Tenant may be directed to remove) to Landlord, or Landlord's agent or assignee, in good order and condition. Tenant shall have repaired, at Tenant's expense, all damage to the Premises, ordinary wear and tear excepted. Upon the termination of this Lease, Tenant

may remove all of Tenant's personal property. If Tenant does not remove Tenant's personal property from the Premises within five (5) days from the end of the Term, however ended, Landlord may, at its option, remove and dispose of the same as Landlord sees fit, without recourse by Tenant.

ARTICLE II

2.1 DELIVERY BY LANDLORD. Landlord shall deliver the Premises and Tenant shall accept the Premises, "AS-IS, WHERE IS, WITH ALL FAULTS EXCEPTED."

2.2 TENANT WORK. Following the date Landlord delivers the Premises to Tenant (the "Delivery Date"), Tenant shall cause to be performed certain build-out work and improvements to the Premises pursuant to the plans and specifications set forth on **Exhibit B** (the "Tenant Work"). Tenant shall be solely responsible for the cost and expense of the Tenant Work; provided, however, subject to Tenant's delivery of the first installment of Base Rent due hereunder, Tenant's opening for business within the Premises, and Tenant's delivery to Landlord of all invoices for labor and materials incurred by Tenant in connection with the Tenant Work and lien waivers from all contractors performing any portion of the Tenant Work, Landlord shall provide Tenant with an improvement allowance in the amount of Fifty Thousand and No/100 United States Dollars (\$50,000.00) (the "Tenant Allowance"), to cover the cost incurred by Tenant for the Tenant Work. Other than with respect to the Tenant Allowance, Landlord shall have no responsibility for the cost and expense of any of the Tenant Work.

All Tenant Work performed by Tenant within the Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements, the requirements of any contract, or mortgage to which the Landlord may be a party and as to which Tenant has been provided a copy, and in such manner as to cause minimal interference with the transaction of business in the Shopping Center. Tenant agrees to indemnify and hold Landlord harmless against all loss, liability or damage resulting from the imposition of any lien or other encumbrance caused by Tenant's failure to pay any mechanics or materialmen or any other person who may claim entitled to a statutory lien during the term of this Lease, and, further, Tenant shall cause all persons, entities, subcontractors and contractors performing work on the Premises or the Shopping Center to provide Landlord with copies of builder's risk, workman's compensation, general liability and any other insurance deemed necessary to protect Landlord's interest during or after such work, and Tenant shall furnish a bond or other security satisfactory to Landlord against any such loss, liability or damage. Landlord shall be named as an additional insured on all policies of insurance referenced in this paragraph.

In the sole discretion of Landlord, the Tenant Work shall not minimize, adversely affect or void any structural, mechanical, appliance, equipment or other implied or contractual warranty on any portion of the Premises or Shopping Center. If, in Landlord's sole discretion, the Tenant Work does adversely affect or void any implied or contractual warranty, Tenant shall, at Tenant's sole expense, perform all necessary work to restore the Premises or the Shopping Center to a condition satisfactory to Landlord, in Landlord's sole discretion.

2.3 UTILITIES. Tenant shall be responsible for both the procurement and payment of all utilities including, but not limited to, water, electric, gas, cable, internet, telecommunications, and other data services.

Landlord does not warrant that any service will be free from interruptions caused by repairs, renewals, improvements, changes of service, alterations, strikes, lockouts, labor controversies, civil commotion, riot, accidents, inability to obtain electrical power, fuel, steam, water, supplies or labor or other cause beyond the reasonable control of Landlord. No such interruption of service shall be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, by abatement of rent or otherwise, or relieve Tenant from

performance of Tenant's obligations under this Lease. Tenant hereby waives and releases all claims against Landlord for damages for interruption or stoppage of service.

In the event that by agreement with Tenant, Landlord furnishes extra or additional services to be paid for by Tenant, a failure to pay for such services within five (5) days after notice to Tenant shall authorize Landlord, in Landlord's discretion and without further notice, to immediately discontinue such services and terminate any agreement for such services.

Any additional service charges paid by Tenant to Landlord for extra or additional services pursuant to this Section 2.3 shall be subject to adjustment in the same manner as the Rent as provided for in Section 1.4 hereof.

2.4 QUIET POSSESSION. Tenant shall keep and perform all of its covenants under this Lease on the part of Tenant to be performed, and so long as Tenant is not in default under the terms and provisions of this Lease, Landlord shall guarantee to Tenant the quiet, peaceful and uninterrupted possession of the Premises.

ARTICLE III

3.1 LAWFUL USES. Tenant will maintain the Premises in a clean and healthful condition; and comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal and other agencies or bodies having any jurisdiction thereof) with reference to use, conditions and occupancy of the Premises. Tenant shall not directly or indirectly make any use of the Premises which may be prohibited by the same or which may be dangerous to person or property or may increase the cost of insurance or require additional insurance coverage.

3.2 INDEMNITY AND INSURANCE. Tenant is or shall become familiar with the Premises and acknowledges that the Premises is received by Tenant in a good state of repair, accepted by Tenant in the condition in which they are now or shall be when ready for occupancy and that Landlord shall not be liable to Tenant or Tenant's agents, employees, invitees or visitors for any injuries, death or damage to persons or property due to any condition, design or defect in the Shopping Center or the Premises. Tenant accepts the Premises as suitable for the purposes for which the same are leased and assumes all risks of injury, death or damage to persons or property for which Tenant may become legally liable, and agrees that no representations, except such as are contained herein have been made to Tenant respecting the condition of the Premises.

(a) Insurance. Tenant shall at its expense procure and maintain throughout the Term, as Additional Rent, the following insurance policies: (1) commercial general liability insurance in amounts of not less than a combined single limit of One Million and No/100 United States Dollars (\$1,000,000.00)(the "Liability Insurance Amount"), insuring Tenant, Landlord, and Landlord's agents against all liability for injury to or death of a person or persons or damage to property arising from the Tenant's use and occupancy of the Premises; (2) contractual liability insurance coverage sufficient to cover Tenant's indemnity obligations hereunder; (3) insurance covering the full value of Tenant's property and improvements and other property (including property of others) in the Premises; (4) business interruption insurance; and (5) workman's compensation insurance, if applicable. Tenant shall furnish certificates of such insurance and such other evidence satisfactory to Landlord of the maintenance of all insurance coverages required hereunder, and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least 30 days before cancellation or (if available) a material change of any such insurance. All such insurance policies shall be in form, and issued by companies, reasonably satisfactory to Landlord.

(b) Indemnification. Subject to the provisions herein, Tenant shall defend, indemnify, and hold harmless Landlord and Landlord's agents and their respective shareholders, directors, officers, employees, and partners from and against all claims, demands, liabilities, causes of action, suits, judgments, and expenses (including attorney's fees) for any bodily injury and property damage claims arising on or about the Premises during the Term, or any failure of Tenant to perform or comply with any of the terms of this Lease.

(c) Landlord's Insurance. Landlord shall maintain "special form" property insurance with coverage for the full replacement cost of the Shopping Center and commercial general liability insurance in such amounts and with such deductible amounts as would be maintained by a prudent landlord of similar commercial properties in Craighead County, Arkansas, with such endorsements as Landlord may reasonably require from time to time. Additionally, Landlord may obtain and carry any other form or forms of insurance as it may reasonably desire or as any Landlord's mortgagee may require. Such payments by Landlord for insurance, as well as payment by Landlord of any deductibles paid in connection with claims under such insurance policies, shall be subject to reimbursement by Tenant for a proportionate share of such payments, as fully set forth in Section 1.4.

3.3 WASTE; NUISANCES. Tenant shall not create or allow any nuisance to exist in the Premises, and it shall abate promptly and free of expense to Landlord any nuisance that may arise. Landlord's determination of what constitutes a nuisance shall be binding on Tenant. Tenant shall not commit or permit any waste to be committed on or about the Premises.

3.4 INVALIDATION OF INSURANCE. Tenant shall not suffer anything to be or remain upon or about the Premises which will invalidate any policy of insurance which Landlord may now or hereafter have upon the Shopping Center.

3.5 INCREASED PREMIUMS. Tenant shall not suffer anything to be or remain upon or about the Premises nor carry on nor permit upon the Premises any trade or occupation or suffer to be done anything which may render an increased or extra premium payable for any insurance of the Premises or the Shopping Center against fire, casualty, liability or any other insurable causes, unless consented to in writing by Landlord. Regardless of whether Landlord has so consented or not, Tenant shall pay any such increased or extra premium within ten days after Tenant shall have been advised by Landlord of the amount thereof.

3.6 ALTERATIONS; PROHIBITION ON LIENS. Except as otherwise permitted herein or in the Shopping Center rules and regulations, Tenant shall not have the right to make changes, alterations, or additions to the Premises (including without limitation, floor coverings and fixtures) until Tenant has first obtained Landlord's approval in writing. Such changes, alterations, or additions, when made to the Premises by Tenant, shall at once become the property of Landlord and shall be surrendered to Landlord upon the termination for any reason of this Lease unless otherwise provided for in Landlord's written approval; but this clause shall not apply to movable equipment or furniture of Tenant or such changes, alterations or additions to the Premises as may be removed from the Premises without causing damage thereto other than the diminution in value to the Premises resulting from such removal. If Landlord consents to such improvements, alterations, additions or installations before commencement of the work or delivery of any materials onto the Premises or into the Shopping Center, Tenant shall furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and licenses and indemnification in such form and amount as may be satisfactory to Landlord and waivers of lien against any and all claims, cost, expenses, damages and liabilities which may arise in connection with the work.

Tenant hereby covenants and agrees not to place or permit to be placed any lien or liens on or against the Premises or the Shopping Center. Further, Tenant does hereby waive, relinquish and disclaim any right or power to cause any lien to attach to the Landlord's interest in the Premises, the Shopping Center

and the property, and Tenant does hereby agree to hold harmless, indemnify and defend Landlord from and against any such lien or liens.

3.7 INTENTIONALLY LEFT BLANK

3.8 SIGNS. Other than the sign of Tenant to be placed on the pylon sign in front of the Shopping Center, as well as the one (1) exterior sign to be installed by Tenant (with such sign locations depicted on the attached **Exhibit C**) Tenant shall not paint, display, inscribe, maintain or affix any sign, picture, advertisement, notice, lettering or direction on any area outside the Premises except on the doors of the Premises. Any signage of Tenant must first be approved by Landlord in writing (in Landlord's sole discretion). Any such signage of Tenant shall also comply at all times with any municipal regulations regarding signage. Landlord shall have the right to remove, at Tenant's expense, all signage not approved by Landlord.

3.9 DEFACING PREMISES AND OVERLOADING. Tenant shall not place anything or allow anything to be placed near the glass of any door, partition, wall or window which may be unsightly from outside the Premises, and Tenant shall not place or permit to be placed any article of any kind on any window ledge or on the exterior walls. Blinds, shades, awnings or other forms of inside or outside window coverings, or window ventilators or similar devices, shall not be placed in or about the outside windows in the Premises except to the extent that the character, shape, color, material and make thereof is approved by Landlord, and Tenant shall not do any painting or decorating in the Premises or make, paint, cut or drill into, or in any way deface any part of the Premises or the Shopping Center without the written consent of Landlord. Tenant shall not overload any floor or part thereof in the Premises, or any facility in the Shopping Center or any public corridors or elevators therein while bringing in or removing any large or heavy articles, and Landlord may direct and control the location of safes and all other heavy articles. Furniture and other large or heavy articles may not be brought into the Shopping Center, removed therefrom or moved from place to place within any portion of the Premises or other portion of the Shopping Center or its equipment that would exceed the standard loan limits as set forth in the rules of the Shopping Center.

3.10 REPAIRS. Landlord, at Landlord's expense, shall be responsible for maintenance of the roof, parking lot (excluding restriping), and structural portions of the Shopping Center. Tenant shall, at its costs and expense, be responsible for all other maintenance and repair of the Premises, including without limitation, interior electric and plumbing, any expenses to maintain, repair or replace the heating and air conditioning (HVAC) system serving the Premises, and any equipment installed in the Premises used in the course of Tenant's business. Should Tenant fail to make such repairs or replacements within 15 days of occurrence of such damage or injury, Landlord may, at its option, make such repairs and replacements and Tenant shall pay the cost thereof to Landlord upon demand.

3.11 ASSIGNMENT OR SUBLETTING. Tenant shall not encumber the Premises, assign or sublet this Lease or any part thereof without the prior written consent of Landlord, which consent may be withheld by Landlord for any reason, in Landlord's sole discretion. Notwithstanding any assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the Rent herein specified and for compliance with all of Tenant's other obligations under this Lease.

3.12 ATTORNEY FEES. Tenant shall pay all costs of collection, including reasonable attorney fees, if all or any part of the rent herein is collected with the aid of any attorney; and Tenant shall also pay reasonable attorney fees in the event it becomes necessary for Landlord to employ an attorney to force Tenant to comply with any of the covenants, obligations or conditions imposed by this Lease.

3.13 ENTRY FOR REPAIRS, INSPECTIONS, ETC. Landlord, its officers, agents, partners and representatives, and any mortgagee, secured party or other creditor to whom or for whose benefit a lien against the interest of Landlord in the Shopping Center has been granted as security for the payment of any

indebtedness of Landlord, shall each have the right to enter into and upon the Premises at all reasonable times, or in the case of emergency at any time, to inspect the same or make such repairs or alterations as they may deem necessary or desirable. Tenant shall also permit Landlord at all reasonable times or, in case of emergency, at any time to inspect, erect, use and maintain pipes, ducts, conduits and similar devices in, above and through the Premises, and to make any necessary repairs or alterations. Landlord shall be allowed to take all material into and upon the Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part and the rent reserved shall in no wise abate while said repairs and maintenance are being made, by reason or loss or interruption of the business of Tenant, or otherwise.

3.14 SURRENDER OF PREMISES. Upon any termination of this Lease, by expiration, lapse of time or otherwise:

(a) Tenant shall immediately vacate and surrender the Premises to Landlord in good order, condition and repair, reasonable wear and tear or casualty damage to be repaired by Landlord pursuant to Section 4.9 excepted.

(b) Tenant shall surrender all door keys for the Premises to Landlord.

(c) Tenant grants to Landlord full authority and right to enter upon the Premises and take possession thereof.

(d) All installations, decorations, floor covering, fixtures, additions, partitions, hardware, light fixtures, non-trade fixtures and improvements, temporary or permanent, except movable furniture and equipment belonging to Tenant, in or upon the Premises, whether placed there by Tenant or Landlord, shall be Landlord's property and shall remain upon the Premises, all without compensation, allowance or credit to Tenant; provided, however, all such installations, decorations, etc. placed there by Tenant may be removed by Tenant at its sole expense if such removal can be accomplished without causing damage to the Premises other than the diminution in value to the Premises attributable to the installations, decoration, etc. that are removed. Title to any items so removed shall immediately vest in Tenant without any action on the part of Landlord being required.

ARTICLE IV

4.1 RIGHTS RESERVED TO LANDLORD. Landlord shall have the following rights exercisable without notice or demand and without liability to Tenant for damage or injury to property, persons or business (all claims for damage therefor being hereby released by Tenant), and without effecting an eviction or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for setoffs or abatement of rent:

(a) To name the Shopping Center and change the name or street address of the Shopping Center.

(b) To install and maintain signs on the exterior and interior of the Shopping Center.

(c) To retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises, and Tenant shall not replace any locks without the prior written consent of Landlord.

(d) To decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy during the last six months of the Term hereof, provided that Tenant shall have then vacated the Premises, or at any time after Tenant abandons the Premises.

(e) To enter the Premises at reasonable hours to make inspections, or to exhibit the Premises to prospective tenants, purchasers or others, or for other reasonable purposes.

(f) To have access to all mail chutes according to the rules of the United States Post Office.

(g) To take all such reasonable measures as Landlord may deem advisable for the security of the Shopping Center and its occupants, including without limitation, the search of all persons entering or leaving the Shopping Center, the evacuation of the Shopping Center for cause, suspected cause, or for drill purposes, the temporary denial of access to the Shopping Center, and the closing of the Shopping Center after normal business hours and on Saturdays, Sundays and holidays, subject, however, to Tenant's right to admittance when the Shopping Center is closed after normal business hours under such reasonable regulations as Landlord may prescribe from time to time which may include by way of example but not of limitation, that persons entering or leaving the Shopping Center, whether or not during normal business hours, identify themselves to a security officer by registration or otherwise and that such persons establish their right to enter or leave the Shopping Center.

(h) To decorate and to make at any time or times, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in and to the Premises, the Shopping Center or part thereof as Landlord may deem necessary or desirable and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Premises or any part of the Shopping Center all material and equipment required; and to close or temporarily suspend operation of entrances, doors, corridors, elevators or other facilities, provided that Landlord shall cause only such inconvenience or annoyance to Tenant as is reasonably necessary in the circumstances.

(i) To do or permit to be done any work in or about the Premises or the Shopping Center or any adjacent or nearby building, land, street or alley.

(j) To grant to anyone the exclusive right to conduct any business or render any service in the Shopping Center.

(k) To designate and approve, prior to installation, all types of window shades, blinds, drapes, awnings, window ventilators and other similar equipment, and to approve all internal lighting that may be visible from the exterior of the Shopping Center.

(m) To have and retain a paramount title to the Premises free and clear of any act of Tenant.

(n) To sell, assign or transfer all of Landlord's interest in the Lease, without necessity or notice or consent from Tenant, and without relieving itself from its obligations under the Lease for the period it was Landlord.

(o) To prohibit the placing of vending or dispensing machines of any kind in or about the Premises without the prior written permission of Landlord, and to regulate the use thereof.

4.2 DEFAULT. Any of the following events shall be deemed to be events of default by Tenant under the Lease:

(a) Tenant shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of ten (10) days.

(b) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent, and shall not cure such failure within fifteen (15) days after written notice thereof to Tenant.

(c) Tenant shall make an assignment for the benefit of creditors.

(d) Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant or any guarantor of Tenant's obligations shall be adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations thereunder and such adjudication shall not be vacated or set aside or stayed within the time permitted by law.

(e) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations and such receivership shall not be terminated or stayed within the time permitted by law.

(f) Tenant shall desert, vacate or abandon any substantial portion of the Premises.

Upon the occurrence of any of such events of default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any loss and damage which Tenant may suffer by reason of such termination, whether through failure to relet the Premises on satisfactory terms or otherwise.

(b) Without terminating this Lease, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, make such alterations and repairs as may be necessary in order to relet the Premises, and relet the Premises or any part thereof for such term and at such rental and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting, the rentals received by Landlord shall be applied: first, to the payment of any indebtedness other than rent hereunder due from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting including brokerage fees and attorney's fees and costs of such alterations and repairs; third, to the payment of any rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than the rent to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord upon demand. No such re-entry or taking of possession by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention shall be given to Tenant; and any attempt by Landlord to mitigate its claim for damages against Tenant by reletting the Premises shall not be construed as a waiver of its right to damages under this section.

(c) To enter upon the Premises, by force if necessary, without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise.

(d) Upon any event of default by Tenant all unpaid rent payments due under the terms of the Lease shall be due and payable immediately upon demand by Landlord.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies herein provided, or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other or succeeding violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Landlord 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.

4.3 ESTOPPEL CERTIFICATE BY TENANT. From time to time, upon not less than ten (10) days prior request by Landlord, Tenant shall execute and deliver to Landlord and to any other person designated by Landlord a written estoppel certificate stating, among any other thing reasonably requested by Landlord, that: (a) the Lease has commenced and Tenant is paying rent on a current basis in accordance with the terms of the Lease, subject to no offsets or claims and that all Shell Space Work and other obligations of Landlord which are conditions precedent to Tenant's occupying the Premises have been fulfilled, (b) Landlord is not in default under the Lease and no condition exists which with the passage of time will become a default, and (c) no modification or amendment will be made in the Lease without the prior written consent of any mortgagee, secured party or other creditor to whom or for whose benefit a lien against the interest of Landlord in the Shopping Center has been granted as security for the payment of any indebtedness of Landlord.

4.4 SUBORDINATION OF LEASE, ATTORNMENT, NON-DISTURBANCE. This Lease and all rights of Tenant hereunder are subject and subordinate to any deeds of trust, mortgages, security agreements, lease assignments or other instruments of security, as well as to any ground leases or primary leases, that now or hereafter cover all or any part of the Shopping Center, the land situated beneath the Shopping Center or any interest of Landlord therein, and to any and all advances made on the security thereof, and to any and all increase, renewals, modifications, consolidations, replacements and extensions of any of the foregoing. This provision is hereby declared by Landlord and Tenant to be self-operative and no further instrument shall be required to affect such subordination of this Lease. Tenant shall, however, upon demand at any time or times execute, acknowledge and deliver to Landlord any and all instruments and certificates that in the judgment of Landlord may be necessary or proper to confirm or evidence such subordination. Notwithstanding the generality of the foregoing provisions of this Section 4.4, Tenant agrees that any such mortgagee, secured party or assignee shall have the right at any time to subordinate any such deeds of trust, mortgages, security agreements, lease assignments or other instruments of security to this Lease on such terms and subject to such conditions as they may deem appropriate in their discretion. Provided, however, so long as Tenant is not in default in the payment of rent or in the performance of any of the terms of the Lease, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease or any renewal thereof shall not be diminished or interfered with by any aforesaid mortgagee, secured party or assignee. Tenant hereby irrevocably appoints Landlord as attorney in fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instruments. Tenant agrees to pay all rent due hereunder directly to any aforesaid mortgagee, secured party or assignee, or as Tenant may be directed by the same, upon the receipt of notice from the same that Landlord is in default under their particular security instrument. Tenant agrees in the event it is requested by such mortgagee, secured party or assignee, or any proceedings are brought for the foreclosure or enforcement of any such security instrument, to attorn to the holder of the same and to recognize them as Landlord under this Lease. Tenant agrees to execute and deliver at any time and from time to time upon the request of Landlord any instrument that may be necessary or appropriate in any such event to evidence such attornment. Tenant hereby irrevocably appoints Landlord and the holder of such security instrument, or any of them, the attorney in fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instrument. Tenant further waives the provisions of any statute or law now or hereafter in effect which may give or support to give Tenant any right to terminate or otherwise adversely affect this Lease in the

event any such foreclosure proceeding is brought. Tenant and Landlord further agree that any agreement by either of them to pay any leasing commissions in regard to the Lease shall not be enforceable against any party other than the party entering into such agreement, and such agreement shall at all times be subordinate and inferior to the lien of any aforesaid security instrument.

4.5 RENEWAL OR AMENDMENT. Upon written notice to Landlord received by Landlord no less than one hundred eighty (180) days prior to the expiration of the Term or a Renewal Term (the "Renewal Option Notice"), Tenant shall have the right and option (each, a "Renewal Option") to extend the Term for the Premises for three (3) additional and consecutive sixty (60) month periods (each, a "Renewal Term"), on the terms and conditions hereof; provided, however, if Tenant exercises the Renewal Option, the annual Base Rent for the Premises during each Renewal Term shall be an amount equal to ten percent (10.0%) over the annual Base Rent for the immediately preceding Term or Renewal Term, as applicable. If Tenant shall fail to provide a Renewal Option Notice to Landlord in the time set forth herein, then Landlord and Tenant agree the then current Renewal Option shall be deemed to be exercised, and Tenant shall continue as tenant in the Premises for the next Renewal Term pursuant to the terms of this Lease. In Landlord's sole discretion, Tenant shall not be entitled to exercise a Renewal Option for any Renewal Term if Tenant is in default under the terms of this Lease either at the time it provides the Renewal Option Notice, or at the beginning of any Renewal Term. No other amendment of this Lease shall be binding on either party unless it is in writing and signed by Landlord and Tenant.

4.6 HOLDING OVER. Should Tenant or any of its successors in interest hold over the Premises or any part thereof after the expiration of the Term of this Lease, such holding over shall constitute and be construed as a tenancy from month to month only. Tenant will pay as Base Rent on the first day of each month during the holdover period an amount equal to one hundred twenty-five percent (125%) of the rent paid or due to be paid during the last month of the Term of this Lease. No receipt of money by Landlord from Tenant after termination of this Lease shall reinstate or extend this Lease or affect any prior notice given by Landlord to Tenant. Any extension of this Lease shall be in writing signed by Landlord and Tenant.

4.7 WAIVER OF LIABILITY. As part of the consideration for this Lease, Tenant hereby releases Landlord from all liability for damage to any property of Tenant located in or upon the Shopping Center which results from the negligence of Landlord to the extent any such loss or damage is covered by insurance maintained by Tenant. Tenant and Landlord further covenant that any insurance maintained by Tenant shall contain an appropriate provision whereby the insurance company or companies consent to the foregoing release of liability and so waive insurance subrogation rights to the extent of the agreement contained in this Section 4.7.

4.8 COVENANTS TO RUN TO HEIRS, ETC. All covenants, conditions, agreements, and undertakings in this Lease shall extend and inure to the benefit of Landlord and its successors and assigns, and to the heirs, executors, administrators, successors and assigns of Tenant the same as if they were in every case named and expressed; and except as herein otherwise provided, all said covenants, conditions and agreements shall be binding upon the successors and assigns, heirs, executors, and administrators of the respective parties.

4.9 DAMAGE BY FIRE OR OTHER CASUALTY. If any part of the Premises or a material portion of the Shopping Center which affects Tenant's occupancy is rendered untenable by fire or other casualty, Landlord may elect (a) to terminate this Lease as of the date of the fire or casualty by notice to Tenant within sixty (60) days after the date, or (b) to repair, restore or rehabilitate the Shopping Center or the Premises at Landlord's expense, in which event this Lease shall not terminate but rent shall be pro-rated for that portion of the Premises that are untenable and abated on a per diem basis for that portion of the Premises that is untenable. If such damage is due to an act or omission of Tenant, then Landlord shall have such rights as are set forth herein at Tenant's cost and expense. In the event of termination of this

4.14 EXTENSION; PARTIAL PAYMENT; NO ACCORD AND SATISFACTION. It is agreed that, should Landlord, at its option, either extend the time of payment or accept partial payment of one or more of the Base Rent installments or other monetary obligations hereunder, such shall not be construed as a waiver of or an alteration of the terms of payment of any subsequent installments or obligations. After the service of any notice or commencement of any suit, or final judgment therein, Landlord may receive and collect any rent due and such collection or receipt shall not operate as a waiver of nor affect such notice suit or judgment. No payment by Tenant or receipt by Landlord of a lesser amount to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity.

4.15 REAL ESTATE AGENT. Tenant and Landlord represent that, except as set forth in this Section 4.15, neither Tenant nor Landlord have dealt with any broker, finder, or the like in connection with this Lease, and each party agrees to indemnify and hold the other party harmless from all damages, liability and expense (including reasonable attorneys' fees) arising from any claims or demands of any other broker or brokers or finders for any commission alleged to be due such broker or brokers or finders in connection with its participating in the negotiation of this Lease.

This Lease was negotiated by Broker, acting as agent for Landlord and does not represent Tenant. Landlord agrees to pay Broker a commission pursuant to separate agreement.

4.16 SECURITY AGREEMENT. Tenant hereby grants to Landlord a security interest in all inventory, equipment, fixtures, trade fixtures, improvements, and merchandise now or hereafter located in the Premises, solely except merchandise carried in stock for sale which may be brought onto the Premises, and all proceeds and accounts receivable therefrom ("Collateral"), to secure the payment and performance of Tenant's obligations set forth in this Lease. Within ten (10) days after Landlord's request, Tenant shall execute any documents necessary for Landlord to secure its security interest in the Collateral. In addition, Tenant hereby appoints Landlord its true and lawful attorney-in-fact in its name or otherwise to execute and file any financing statement(s) on behalf of Tenant and to do any and all acts and to execute and file any and all documents which may be necessary to realize, perfect, continue, preserve, and protect the security interest upon the Collateral. Upon the occurrence of any Event of Default, Landlord shall be entitled to exercise all of the rights and remedies of a secured party under the Arkansas Uniform Commercial Code, including without limitation the power to sell such Collateral at a public sale, and to apply all amounts realized therefrom to the payment of the accrued rent or to the claim or claims of Landlord from damages. Reasonable attorneys' fees of Landlord in enforcing any right or exercising any remedy pursuant to this Section shall be deemed a part of the obligation secured hereby.

4.17 CAPTIONS. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

4.18 ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties hereto with respect to the matters contained herein and no other representations, promises or agreements, oral or otherwise, have been made between the parties.

4.19 WARRANTY OF TITLE. Landlord hereby warrants and covenants with and unto Tenant that it has an absolute and indefeasible title to the Premises, and that Landlord will, during the term hereof and the full performance by Tenant of Tenant's obligations and covenants hereunder, defend the same and hold harmless Tenant against the lawful claims of any and all persons whomsoever.

4.20 GUARANTY. The full performance and payment of Tenant's obligations under this Lease are expressly guaranteed by Zhen Zhou (Annie Zhou) (collectively "Guarantor"), who are principals of Tenant,

and whom Tenant acknowledges and agrees are receiving a direct benefit as a result of this Lease with Tenant, pursuant to the form of guaranty attached hereto as **Exhibit D** (the "Guaranty").

IN WITNESS WHEREOF, the above named Landlord and the above named Tenant have executed this instrument on the day and year set forth above in this Lease.

LANDLORD:

PMCM, LLC,
an Arkansas limited liability company

By: Marcus Hutter
Name: Marcus Hutter
Title: Manager

TENANT:

**UMAI SUSHI AND GRILL IN
JONESBORO, INC. ~~XXXXXX~~
~~XXXXXXXX~~**
an Arkansas Corporation

By: Zhen Zhou
Name: Zhen Zhou (Annie Zhou)
Title:

EXHIBIT A

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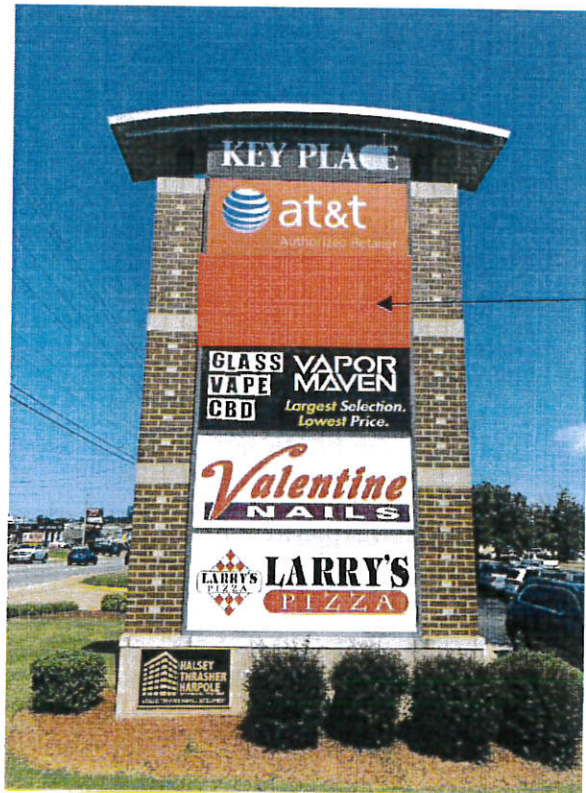
[LEGAL DESCRIPTION OF THE PREMISES]



EXHIBIT C

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[DEPICTION OF THE SIGN]

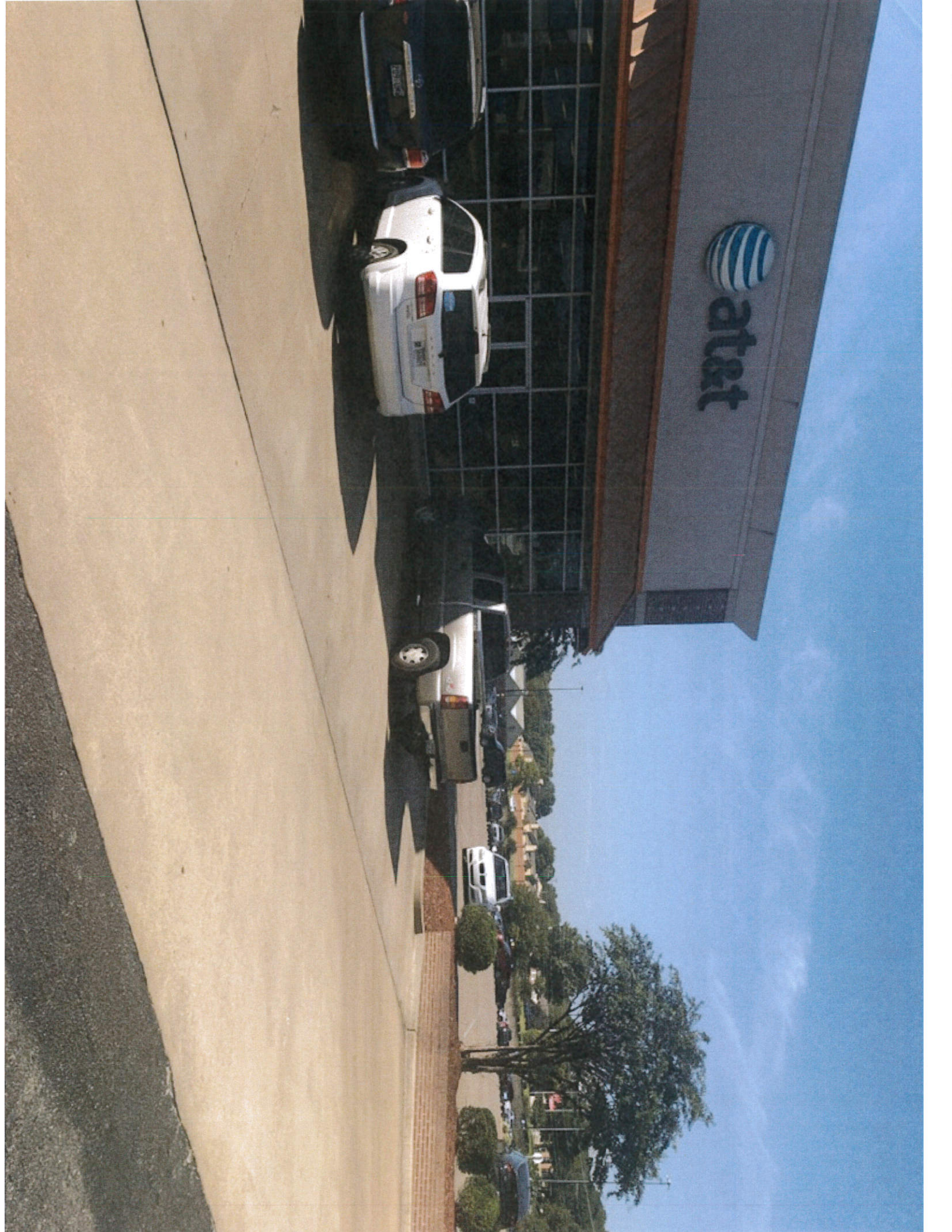




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