



City of Jonesboro Private Club Review and Conditions Form

Date 10-22-22 Non-Profit Corp. Undeafated, Inc. d/b/a La Cascada Mexican Restaurant and Grill

Address: 1405 Hale Street, Lake City Ar. 72437

Applicant on Behalf of Club: Jose Enrique Pantino Penilla

Home Address: 1405 Hale ST. Lake City Ar. 72437

Business Name: La. Cascada Mexican Restaurant and Grill of Jonesboro, Inc.

Business Address: 5510 Southwest drive, Jonesboro AR.

City of Jonesboro official use below this:

Police Department: Copy of membership list Yes xxx No _____
Has any member been convicted of a felony? Yes _____ No xxx
If yes, How many years since conviction? _____
Has Non-Profit complied with City of Jonesboro laws? Yes xx No _____

Comments: _____

Approve? Yes xxx No _____ Signature Chief of Police Chief Rick East

Planning and Zoning Department:

Type of Private Club: Restaurant X Hotel/Motel _____
Hours of Operation? _____
Copy of menu for food service? Yes _____ No X
Zoning C-3
Approve? Yes X No _____ Signature Planning Director [Signature]

City Clerk:

Date received _____
Date entered in Legistar _____

City Council Action

Approve _____ Deny _____

JIM LYONS
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Keenan Ball Trial College Faculty

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Lyons & Cone, P.L.L.C.

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October 11, 2022

HAND DELIVERED

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

Re: Application for Private Club Permit – Undefeated,
Inc. d/b/a La Cascada Mexican Restaurant and Grill
of Jonesboro, Inc.

Dear Sirs:

Please find enclosed the following:

1. City of Jonesboro Application for Private Club Permit (Completed, signed and notarized);
2. Schedule A - Individual's Personal History (Completed, signed and notarized);
3. Authority to Release Information (Completed, signed and notarized);
4. Arkansas Criminal History Report for Jose Enrique Patino Penilla;
5. Copy of green card for Jose Enrique Patino Penilla;
6. Real Estate Lease between Northstar Partners, LLC and Undefeated, Inc. d/b/a La Cascada Mexican Restaurant and Grill of Jonesboro, Inc.;
7. Alphabetized member list (266 names) for Undefeated, Inc. d/b/a La Cascada Mexican Restaurant and Grill of Jonesboro, Inc.; and

8. Receipt for the payment in the amount of \$250.00 to the City of Jonesboro for the application fee.

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

Sincerely,

A handwritten signature in blue ink that reads "Jim Lyons" with the initials "ab" written below the name.

Jim Lyons

JL/ab

Enclosures

F:\WP60\Mathews, Jackie\Edge Coffee.JPD.Application.ltr.wpd

CITY OF JONESBORO

APPLICATION FOR PRIVATE CLUB PERMIT

We hereby make an application for a permit to serve alcoholic beverages on our premises to the club's adult members, members of their families over the age of 21, and duly qualified guests.

Undefeated, Inc. d/b/a La Cascada Mexican Restaurant and Grill of Jonesboro, Inc.

Non-Profit Corporation

FEIN #

APPLICANT ON BEHALF OF CLUB

Jose

Enrique

Patino Penilla

First

Middle

Last

HOME ADDRESS

1405 Hale Street, Lake City AR 72437 Craighead

Street

City

Zip

County

BUSINESS NAME

La Cascada Mexican Restaurant and Grill of Jonesboro, Inc.

BUSINESS ADDRESS

5510 Southwest Dr. Jonesboro 72404 Craighead

Street

City

Zip

County

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

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>
Norberto Patino Penilla	President	300 N. Tupelo St., Lake City, AR 72437
Ricardo Patino Penilla	Treasurer	910 Hwy 77 N., Manila, AR 72442
Jennifer Marie Patino	Secretary	1405 Hale Street, Lake City, AR 72437
Jose Enrique Patino Penilla	Vice-President	1405 Hale Street, Lake City, AR 72437

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 -

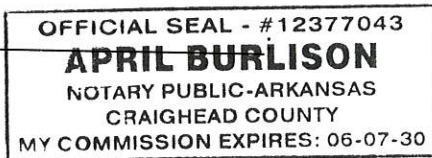
Signed this 31st day of August, 2022.

Enrique Patino
 Signature of Applicant/Managing Agent
 Vice-President
 Official Title

Subscribed and sworn to before me this 31st day of August, 2022.

April Burlison
 Notary Public

My Commission Expires:



SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Jose Enrique Patino Penilla Sex _____ Date of Birth _____
2. Home Address 1405 Hale Street Lake City, AR 72437 Phone No. 870 243-6062
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 X 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 (X) If so, give full information. _____

8. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceding this application? YES _____ NO X If so, give full information _____

9. Do you presently hold or have you ever held an alcoholic beverage permit(s)? Yes If so, give name, place, and permit number(s)
La Cascada Mexican Restaurant and Grill, Inc., Manila, Arkansas -- Permit #19305-01
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 (X) Divorced () Separated () Other ()
12. Furnish complete information regarding members of immediate family:

<u>Relationship</u>	<u>Full Name</u>	<u>Address</u>	<u>Occupation</u>
Wife	Jennifer Marie Patino	1405 Hale St., Lake City, AR 72437	Waitress
Brother	Norberto Patino Penilla	300 N. Tupelo St., Lake City, AR 72437	Restaurant Mgr.
Brother	Ricardo Patino Penilla	910 Hwy 77 N., Manila, AR 72442	Restaurant Mgr.
Sister in Law	Emilee Patino	303 Dan St., Manila, AR 72442	Waitress

Sister in Law	Maria Del Carmen Patino	910 Hwy 77 N., Manila, AR 72442	Waitress
Nephew	Jacob Patino	303 Dan St., Manila, AR 72442	Waiter

(a) Are any of the above to be connected with the operation of the outlet? Yes

(b) If so, who and in what capacity? Norberto Patino Penilla -- Manager

13. Give your home address (city or town) and dates at each for the past five (5) years:
910 Hwy 77 N., Manila, AR 72442
702 Ellis Ave., Trumann, AR 72472

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

<u>Your Business or Occupation</u>	<u>Name & Address of Employer</u>	<u>Dates of Employment</u>
La Cascada Mexican Rest.	912 Highway 18 Lake City, AR 72437	03-23-2018 to present
La Cascada Mexican Rest.	813 W. State Hwy. 18 Manila, AR 72442	01-15-2015 to present

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.

Enrique Patino
 Applicant's Signature

STATE OF ARKANSAS

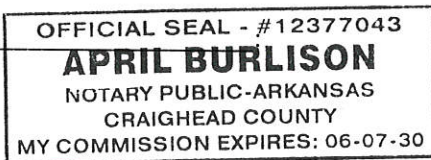
COUNTY OF CRAIGHEAD

Jose Enrique Patino Penilla, 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 31st day of August, 2022.

April Burlison
 Notary Public

My Commission Expires:



AUTHORITY TO RELEASE INFORMATION

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

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct 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.

Enrique Patino
Signature – Full Name

8/31/2022
Date

1405 Hale Street
Home Address

<u>Lake City</u> City	<u>AR</u> State	<u>72437</u> Zip
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1405 Hale Street
Mailing Address

<u>Lake City</u> City	<u>AR</u> State	<u>72437</u> Zip
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870-243-6062
Contact Phone

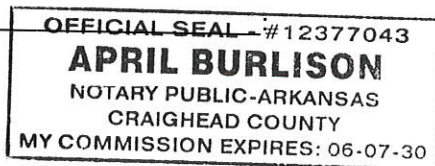
870-243-6062
Business Phone

ignacio.patino83@gmail.com
Email Address

Subscribed and sworn to before me this 31st day of August, 2022.

April Burlison
Notary Public

My Commission Expires:



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: **Patino Penilla** First: **Jose** Middle: **Enrique**
Date of Birth: Sex: Race: **W**
Social Security Number: *(not verified, supplied at time of request)*
Home/Mailing Address: **1405 Hale Street Lake City, AR 72437**



- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: **ABC003582961**
Date: **07/28/2022** Agency Reporting: **Arkansas State Police**
Purpose: **ABC Mandated pursuant to Arkansas Code §3-2-103 regarding applicants for alcohol permits issued by the Alcoholic Beverage Control Division.**
Released To: **Kimmie Rudley On Behalf of ABC**
Representing: **ABC**
Mailing Address: **101 EAST CAPITOL SUITE 401 Little Rock, Arkansas 72201**

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

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

This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last five (5) 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.

UNITED STATES OF AMERICA
PERMANENT RESIDENT

PATINO PENILLA JOSE E 29 JUN 1984



Surname
PATINO PENILLA

Given Name
JOSE E

USCIS# Category
IR6

Country of Birth
Mexico

Date of Birth Sex

Card Expires: **08/01/29**

Resident Since: **10/08/16**



LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), dated the 26th day of September, 2022, is between **NORTHSTAR PARTNERS LLC**, an Arkansas limited liability company, its successors and assigns ("Landlord"), and **UNDEFEATED, INC.**, an Arkansas nonprofit corporation doing business as **LAS CASCADA MEXICAN RESTAURANT AND GRILL OF JONESBORO, INC.** ("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 that certain building located at 5510 Southwest Drive (the "Shopping Center"), City of Jonesboro, Craighead County, Arkansas, as shown on **Exhibit A** attached hereto, consisting of approximately four thousand five hundred (4,500) rentable square feet known as Suites 1, 2, and 3 (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 a Mexican restaurant, and for no other purpose whatever.

1.3 TERM OF LEASE. The Premises are hereby demised unto Tenant commencing January 1, 2023 (the "Commencement Date") and ending December 31, 2032 (the "Initial Term" together with any Renewal Terms (as defined in Section 4.5) the "Term")).

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, commencing on the date Landlord delivers the Premises to Tenant. 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	\$20.50	\$7,687.50	\$92,250.00
5-10	\$22.55	\$8,456.25	\$101,475.00
<i>First Renewal Option: 11-15</i>	\$24.81	\$9,301.88	\$111,622.50
<i>Second Renewal Option: 16-20</i>	\$27.29	\$10,232.06	\$122,784.75

(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 lighting, heating, air conditioning, water sewerage, painting, cleaning, 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. Estimated Common Area Expenses for the first lease year are as follows: real estate taxes: \$135.00 per month, insurance: \$82.50 per month, and common area maintenance: \$195.00 per month.

1.5 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.

1.6 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 by 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.

1.7 SECURITY DEPOSIT. Tenant shall deposit with Landlord the sum of Seven Thousand Six Hundred Eighty Seven and 50/100 United States Dollars (\$7,687.50) 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, property manager for Landlord, 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. 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.

ARTICLE II

2.1 FINISH BY LANDLORD. Prior to Landlord's delivery of the Premises to Tenant, Landlord shall cause to be performed certain build-out work and improvements to the Premises more particularly described on **Exhibit B** attached hereto (the "Build-Out Work"). Upon execution of this Lease, Tenant shall deliver to Landlord an amount equal to One Hundred Thousand and No/100 United States Dollars (\$100,000.00) to cover a portion of the Build-Out Work. Solely except for the Build-Out Work, Landlord shall deliver the Premises and Tenant agrees to accept the Premises "AS-IS, WHERE IS, WITH ALL FAULTS."

2.2 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 2.2 shall be subject to adjustment in the same manner as the Rent as provided for in Section 1.4 hereof.

2.3 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 Two Million and No/100 United States Dollars (\$2,000,000.00)(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 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 and one (1) exterior sign in channel lettering to be installed by Tenant on the external façade of the Premises, 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. Any signage of Tenant must first be approved by Landlord in writing (in Landlord's sole discretion), and Tenant shall be responsible for all costs, including design, installation, maintenance, and removal, of such signage. 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 Tenant. Upon termination of this Lease, Tenant shall remove all signs installed on the exterior façade of the Premises and the pylon sign, and repair and restore each to their original condition.

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 load 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 and/or replacement of the following structural portions of the Shopping Center: roof, foundation, outside walls, and drainage system. Tenant shall, at its costs and expense, shall be responsible for all other maintenance and repair of the Premises, including without limitation interior electric and plumbing, any expenses to maintain and repair or replace heating, ventilation and air conditioning (HVAC) system serving the Premises and any equipment installed in the premises that is 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.

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

(m) 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.

(n) 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 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 effect 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 two (2) additional and consecutive five (5) year 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 equal to the amounts set forth in Section 1.4. 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 Lease pursuant to this Section 4.9, rent shall be apportioned on a per diem basis and paid to the date of the fire or casualty.

4.10 CONDEMNATION. If the land or the Shopping Center, or any part thereof, or any interest therein, be taken by virtue of eminent domain or for any public or quasi-public use or purpose, Landlord shall have the right to terminate this Lease at the date of such taking or within six months thereafter by giving Tenant thirty (30) days' prior notice of the date of such termination. Any interest which Tenant may have or claim to have in any award resulting from any condemnation proceedings shall be limited solely to the unamortized value of any permanent improvements to the structure of the Shopping Center

paid for directly by Tenant and any claim for furniture or equipment of any nature whatsoever shall be excluded. All other condemnation awards, including but not limited to any award made on the basis of the leasehold estate created by this Lease, shall be the sole and separate property of Landlord.

4.11 NOTICES. Any notice required or desired to be given in connection with this Lease shall be in writing sent by certified mail, postage prepaid. Such notices shall be sent to the persons at the addresses reflected below or any other persons or addresses designated in writing by any such person entitled to receive notice pursuant to the terms of this Lease:

LANDLORD: **NORTHSTAR PARTNERS LLC**
301 West Washington Avenue Suite 200
Jonesboro, Arkansas 72401
Attention: Jerry L. Halsey, Jr., Manager

With a copy to: Quattlebaum, Grooms & Tull PLLC
4100 Corporate Center Drive, Suite 310
Springdale, Arkansas 72762
Attention: Jeb H. Joyce, Esq.

TENANT: **UNDEFEATED, INC.**
1405 Hale Street
Lake City, Arkansas 72437
Attention: Jose E. Patino

It shall be the obligation of all persons entitled to receive any notice pursuant to this Lease to provide proper names and addresses to the person required to give such notice. All persons required to give such notices shall be deemed to have satisfied their duties to give notice by giving notice to the name at the address so provided. If no name and address is given by a mortgagee, secured party or other creditor then Tenant and Landlord have no duty to give notice to that particular mortgagee, secured party or other creditor failing to give the proper name and address until such is provided.

4.12 EXHIBITS AND EFFECTIVE DATE. Submission of the Lease for examination does not constitute a reservation of or option for leasing the Premises. The Lease becomes effective only upon execution and delivery by both Landlord and Tenant and approval by Landlord's mortgagee where such approval is required. All exhibits and riders attached to this Lease and initialed by Landlord and Tenant are incorporated into and made a part of this Lease.

4.13 TIME OF THE ESSENCE. Time is of the essence with respect to all provisions of this Lease.

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 Jerry L. Halsey and Taylor Halsey of Halsey Thrasher Harpole Real Estate Group ("Landlord's Broker"). Landlord's Broker is acting as agent for Landlord and does not represent Tenant. Landlord agrees to pay Landlord's Broker a commission pursuant to separate agreement. Landlord further discloses that some members of Landlord, including without limitation Jerry L. Halsey, Jr., hold a valid Arkansas real estate license.

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.

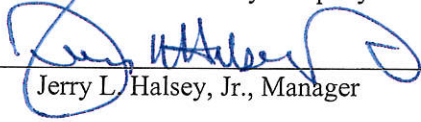
4.19 WARRANTY OF TITLE. Landlord hereby warrants and covenants with and unto Tenant that it has an absolute and indefeasible title to the Premises, and that Landlord will, during the term hereof and the full performance by Tenant of Tenant's obligations and covenants hereunder, defend the same and hold 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 **LA CASCADA MEXICAN RESTAURANT AND GRILL INC**, an Arkansas corporation, **LA CASCADA MEXICAN RESTAURANT AND GRILL OF BROOKLAND, INC**, an Arkansas corporation, **LA CASCADA MEXICAN RESTAURANT AND GRILL OF MANILA, INC**, an Arkansas corporation, **JOSE E. PATINO**, individually, **JENNIFER PATINO**, individually, **JOSE PATINO PENILLA**, individually, and **NORBERTO PATINO**, individually (collectively, the "Guranators") who are the partners of Tenant, and whom Tenant acknowledges and agrees are receiving a direct benefit as a result of this Lease with Landlord, 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.

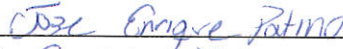
LANDLORD:

NORTHSTAR PARTNERS LLC,
an Arkansas limited liability company

By:  _____
Jerry L. Halsey, Jr., Manager

TENANT:

UNDEFEATED, INC.,
an Arkansas nonprofit corporation doing business as
**LAS CASCADA MEXICAN RESTAURANT AND
GRILL OF JONESBORO, INC.**

By:  _____
Name: Enrique Patino
Title: owner

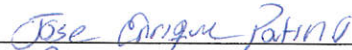
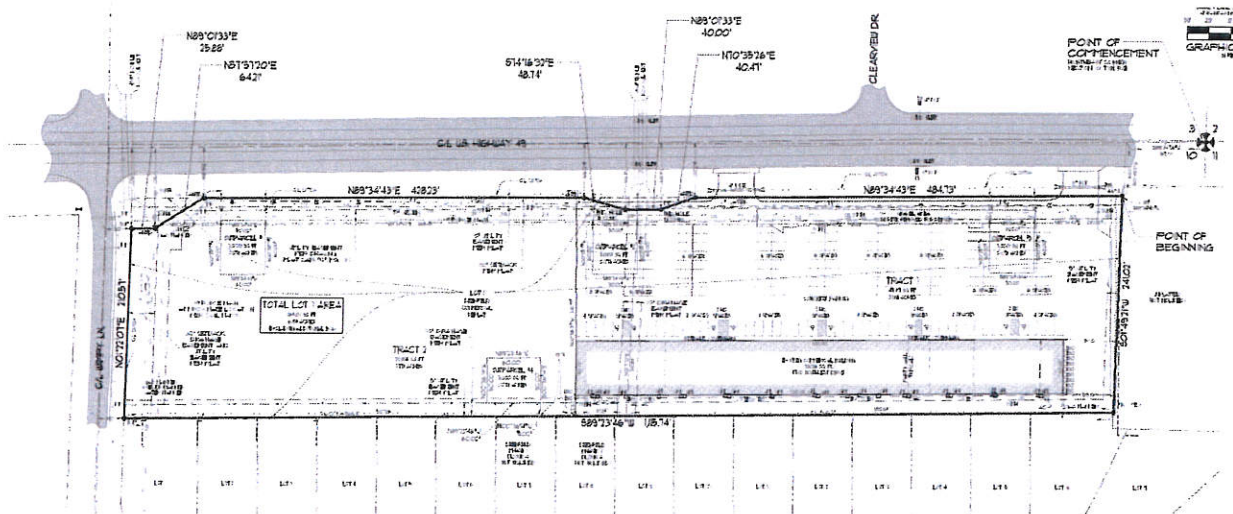
By:  _____
Name: Enrique Patino
Title: owner

EXHIBIT A

[LEGAL DESCRIPTION/DEPICTION OF THE PREMISES]

PT NE NW DEERFIELD COMMERCIAL REPLAT OF CARROLL CALDWELL MINOR PLAT



JP

JCA

EXHIBIT B

[LANDLORD WORK]

[see attached]

JP

JCH



Status: Bidding
 Contact:
 Date: 09/07/2022

**Estimate: 458 La Cascada-VV Commons
 Final Estimate**

Estimate Summary Totals

Description	Total Estimate	Job %
01 General Requirements		
Dump Fees	2,200.00	0.54%
Contingency Allowances	24,200.00	5.89%
Superintendent	7,788.00	1.90%
Building Permits	1,650.00	0.40%
Final Cleaning	1,485.00	0.36%
Totals	\$37,323	9.09%
02 Existing Conditions		
Demo @ Space #3- Notes 8, 10, 11	9,401.98	2.29%
Totals	\$9,402	2.29%
03 Concrete		
Drive Pins 3/4" - 7/8" Washer Top Hat	21.46	0.01%
Totals	\$21	0.01%
04 Masonry		
Cultured Stone Veneer	9,232.96	2.25%
Totals	\$9,233	2.25%
05 Metal		
Metal Gates for Dumpster Screen	3,190.00	0.78%
Metal Framing Crew-Note #12	2,485.83	0.61%
Structural Metal Studs 5 1/2" 14 Gauge 1- 5/8" Flange	3,932.76	0.96%
Structural Track 5 1/2" 14 Gauge 1- 5/8" Flange	156.06	0.04%
Totals	\$9,765	2.38%
06 Wood , Plastic and Composites		
Install New Screenwall -Note #2	2,466.59	0.60%
Remove 2 Hour firewall and add Arched Opening- Note #6	4,193.75	1.02%
Totals	\$6,660	1.62%
08 Openings		
Eliason Doors 4' Double Swing- Note #3 & 14	4,759.15	1.16%
Remove existing Doors and infill with storefront panel (Optional) Note #4	7,700.00	1.87%
Add audible panic device- Note #5	986.15	0.24%
Tint Windows & Install Spandrell Glass at Bar	6,737.50	1.64%
Totals	\$20,183	4.91%
09 Finishes		
Wood Tile Flooring	26,383.94	6.42%
Paint Ceiling- Note 9	3,300.00	0.80%
Bar Buildout Allowance	18,425.00	4.49%
Painting Budget for Walls	5,280.00	1.29%
Slurry Walls @ Brick & Paint	7,048.58	1.72%
Acoustic Ceiling/Insulation	5,114.08	1.25%
Drywall Hang & Finish 1 side Material & Labor	5,147.31	1.25%
Quarry Tiling	14,164.68	3.45%

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 J41



Status: Bidding
 Contact:
 Date: 09/07/2022

Description	Total Estimate	Job %
Totals	\$84,864	20.66%
21 Fire Suppression		
Underground Fire Line (Pipe price increase on July 8th)	40,722.00	9.91%
CWL Tap Fees	13,200.00	3.21%
Saw cut and patch concrete at riser/ Hydrants	4,587.00	1.12%
Sprinkler Riser	4,950.00	1.21%
Facility Fire Hydrants	17,672.60	4.30%
Fire-Suppression Sprinkler Systems Budget (Interior Only, Includes Alarm) Notes 15, 16, &17	44,550.00	10.85%
Totals	\$125,682	30.60%
22 Plumbing		
Plumbing- Per notes (Includes concrete busting & removal)	20,570.00	5.01%
Add New Grease Trap	10,331.48	2.52%
Totals	\$30,901	7.52%
23 Heating, Ventilating and Air-Conditioning (HVAC)		
16' Side Wall Vent Hood	21,120.00	5.14%
HVAC Budget- Rework Ductwork in space #3	7,150.00	1.74%
Totals	\$28,270	6.88%
26 Electrical		
Eletrical Budget- Notes 13 & 18	31,020.00	7.55%
Totals	\$31,020	7.55%
32 Exterior Improvements		
Split Face CMU Dumpster Screen	17,423.25	4.24%
Totals	\$17,423	4.24%
Total Estimate	\$410,747.09	100%

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EXHIBIT C

[SIGN]



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EXHIBIT D

[FORM OF GUARANTY]

GUARANTY

IN CONSIDERATION of the execution and delivery of the attached Lease dated September 26, 2022, by and between **NORTHSTAR PARTNERS LLC**, an Arkansas limited liability company ("Landlord"), **UNDEFEATED, INC.**, an Arkansas nonprofit corporation doing business as **LAS CASCADA MEXICAN RESTAURANT AND GRILL OF JONESBORO, INC.** ("Tenant"), the undersigned **LA CASCADA MEXICAN RESTAURANT AND GRILL INC**, an Arkansas corporation, **LA CASCADA MEXICAN RESTAURANT AND GRILL OF BROOKLAND, INC**, an Arkansas corporation, **LA CASCADA MEXICAN RESTAURANT AND GRILL OF MANILA, INC**, an Arkansas corporation, **JOSE E. PATINO**, individually, **JENNIFER PATINO**, individually, **JOSE PATINO PENILLA**, individually, and **NORBERTO PATINO**, individually, collectively having an address for notice at 1405 Hill St. Lake City AR (collectively the "Guarantors") hereby absolutely and unconditionally guarantee to Landlord, its successors and assigns, the payment of all Rent as defined in the within Lease and the performance and observance by Tenant of its covenants and agreements therein contained, for which the undersigned shall be jointly and severally liable with Tenant. Guarantors hereby expressly waive notice of all defaults and hereby waive all suretyship defenses. Guarantors agree that the waiver of any rights by Landlord against Tenant arising out of defaults by Tenant, shall not in any way modify or release the obligations of Guarantors.

The undersigned agree that, in the event of a default by Tenant under the Lease, Landlord may proceed against the undersigned before, after or simultaneously with or in lieu of proceeding against Tenant.

If Landlord, at any time, is compelled to take action, by legal proceedings or otherwise, to enforce or compel compliance with the terms of this Guaranty, the undersigned shall, in addition to any other rights or remedies to which Landlord may be entitled hereunder or as a matter of law or in equity, pay to Landlord all costs, including reasonable attorneys' fees, incurred or expended by Landlord in connection therewith.

In the event the Lease is disaffirmed by a trustee in a bankruptcy proceeding for Tenant, the undersigned agrees that it shall, at the election of Landlord, either assume the Lease and perform all of the covenants, terms and conditions of Tenant thereunder or enter into a new Lease which said new Lease shall be in form and substance identical to the Lease.

This Guaranty, the Lease and all amendments and modifications thereto, except as set forth in the Lease or in any such amendment or modification, shall be binding upon Guarantors. If the Lease is assigned, Guarantors waive any requirement that Guarantors reaffirm this Guaranty in order for Guarantors' obligations under this Guaranty to continue to be binding on Guarantors following any such assignment of the Lease, but Guarantors shall not be liable for any increase in Tenant's obligations under the Lease, which increase shall occur following: any assignment of the Lease by the Tenant named in the Lease; or any assignment of the ownership interests in the Tenant named in the Lease to any entity which is not affiliated with Tenant.

This Guaranty shall inure to the benefit of the Landlord and its heirs, legal representatives, successors and assigns; and shall be binding upon the Guarantor and their successors and assigns.

For purposes of this Guaranty, the word "Tenant" shall also include the successors and permitted assigns of Tenant.

This Guaranty shall be governed by and construed in accordance with the laws of the State of Arkansas.

IN THE INTEREST OF OBTAINING A SPEEDIER AND LESS COSTLY HEARING OF ANY DISPUTE, LANDLORD AND GUARANTORS EACH HEREBY EXPRESSLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSSCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER AND ANY RIGHTS TO A TRIAL BY JURY UNDER ANY STATUTE, RULE OF LAW OR PUBLIC POLICY IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THIS GUARANTY OR THE LEASE. Although such jury waiver is intended to be self-operative and irrevocable, Landlord and Guarantors further agree, if requested to confirm such waivers in writing at the time of commencement of any such action, proceeding, counterclaim, or crossclaim.

The individuals signing below on behalf of Guarantors hereby represents and warrants that they are fully authorized to do so, and has obtained all necessary approvals and authorizations therefor, with knowledge that Landlord is relying thereupon.

IN WITNESS WHEREOF, THIS GUARANTY IS EXECUTED AS OF THE 26th DAY OF September, 2022.

GUARANTOR:

**LA CASCADA MEXICAN RESTAURANT
AND GRILL INC,**
an Arkansas corporation

By: Jose Enrique Patino
Name: Enrique Patino
Title: owner

**LA CASCADA MEXICAN RESTAURANT
AND GRILL OF BROOKLAND, INC,**
an Arkansas corporation

By: Jose Enrique Patino
Name: Enrique Patino
Title: owner

**LA CASCADA MEXICAN RESTAURANT
AND GRILL OF MANILA, INC,**
an Arkansas corporation

By: Jose Enrique Patino
Name: Enrique Patino
Title: owner

Enrique Patino

JOSE E. PATINO

Jennifer Patino

JENNIFER PATINO

Enrique Patino

JOSE PATINO PANILLA

Norberto Patino

NORBERTO PATINO

**UNDEFEATED, INC.
d/b/a La Cascada Mexican
Restaurant and Grill of Jonesboro, Inc.
Charter Members in Good Standing
as of August 31, 2022**

<u>#</u>	<u>Name</u>	<u>Street Address</u>	<u>City, State</u>
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See Attached.

Undeclared, Inc.
d/b/a La Cascada Mexican Restaurant and Grill of Jonesboro, Inc.
Membership List

	A	B	C	D	E	F
1	First Name	Last Name	Street	City	State	Zip
2	Adriana	Adkins	217 Hunters Lane	Marion	AR	72364
3	Cesar	Alvarez	1701 Henry St.	Jonesboro	AR	72401
4	Aricko	Anmas	103 Main Circle	Osceola	AR	72370
5	Holly	Archer	301 S. Boston	Manila	AR	72442
6	Ed	Arnoult	1208 Pardue	Jonesboro	AR	72404
7	Blake	Arnoult	220 Dunwoody	Jonesboro	AR	72404
8	Kyle	Ashabranner	108 Woodard	Manila	AR	72442
9	Hannah	Ashabranner	841 E. Main	Blytheville	AR	72315
10	Emily	Ashmore	818 Bunch	Manila	AR	72442
11	Thomas	Atkinson	118 Oak St.	Lake City	AR	72437
12	Clark	Austin	132 W CR 196	Leachville	AR	72438
13	Connor	Baldwin	1109 Lexi Lane	Paragould	AR	72450
14	Rachel	Baltz	1604 Carroll Rd.	Paragould	AR	72450
15	Jorge	Baraja	5405 N CR 69	Leachville	AR	72438
16	David	Barnhart	2806 W CR 346	Manila	AR	72442
17	Robin	Beard	106 Westway Dr.	Brookland	AR	72417
18	Greg	Beavers	257 CR 7629	Jonesboro	AR	72405
19	Pamela	Benham	1109 Eastwood	Leachville	AR	72438
20	Terry	Benham	3750 CR 121	Manila	AR	72442
21	Dharma	Blackwell	938 E. Craighead Forest	Jonesboro	AR	72401
22	Genton	Blair	1000 Ferrell	Jonesboro	AR	72401
23	Theresa	Borde	2222 S Co Rd 159	Osceola	AR	72370
24	Cranee	Boyd	1802 Kayce Mane Lane	Paragould	AR	72450
25	Colby	Brewer	4518 Hwy 351	Jonesboro	AR	72405
26	Tanner	Brinkley	1300 McNatt Dr., Apt. H	Brookland	AR	72417
27	Ella	Brooks	4344 W CR 490	Manila	AR	72442
28	Charles	Brown	108 West 6th St.	Leachville	AR	72438
29	Charles Jo David	Bryans	1816 S Main	Leachville	AR	72438
30	Kristie	Bryme	609 Baltimore	Manila	AR	72442
31	Adam	Burt	503 East Lake	Manila	AR	72442
32	Clinton	Calderon	2125 Sheffield Dr.	Jonesboro	AR	72405
33	Greg	Carmichael	988 CR 791	Paragould	AR	72450
34	Alex	Carson	810 CR 752	Jonesboro	AR	72405
35	Mikaela	Chipman	212 Cole Drive	Brookland	AR	72417
36	Ashley	Clapp	806 Ada, Lot 2	Leachville	AR	72438
37	Robert	Clark	6735 US 49	Paragould	AR	72450
38	Shelby	Clark	4244 Clair Cove	Jonesboro	AR	72401
39	Brady	Clark	607 E. Olympia	Manila	AR	72442
40	Christy	Clark-Wells	105 Woodard	Manila	AR	72442
41	Lisa K.	Coney	401 Holly	Manila	AR	72442
42	MacGuire	Connell	717 Golf Links	Blytheville	AR	72315
43	Ricardo	Corde	311 East 3rd	Leachville	AR	72438
44	Tyler	Cornish	723 CR 545	Monette	AR	72447

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	A	B	C	D	E	F
1	First Name	Last Name	Street	City	State	Zip
45	Charlye	Cornish	904 S Main	Leachville	AR	72438
46	Chad	Costner	3366 W. County Rd 394	Manila	AR	72442
47	Dewayne	Couch	1090 CR 514	Monette	AR	72447
48	Roger	Cox	308 Haywood	Manila	AR	72442
49	Rickie	Crawford	110 Reinheart	Manila	AR	72442
50	Melissa	Crawford	1705 Country Club	Blytheville	AR	72315
51	Scott	Crawford	803 Roy Lee	Manila	AR	72442
52	Hugo	Cruz	300 Scott St.	Jonesboro	AR	72401
53	Bethany	Daley	210 NE Main St	Monette	AR	72447
54	Terry	Daley	504 W. Texie	Monette	AR	72447
55	Aaron	DallaRosa	104 Libby Dr.	Manila	AR	72442
56	Randy	Davis	805 S. 58th Street	Paragould	AR	72450
57	Chris	Davison	102 Hideaway Lane	Manila	AR	72442
58	Brant	Dawless	P. O. Box 58	Monette	AR	72447
59	Jackson	Decker	508 Nelson St.	Leachville	AR	72438
60	Brett	Despain	188 CR 1136	Bono	AR	72416
61	Raymond	Dewitt	814 Dwight	Manila	AR	72442
62	Kimberly	Diffie	401 San Francisco	Caraway	AR	72419
63	Mikala	Diffie	301 Holly St.	Manila	AR	72442
64	Devon	Dixon	673 E. State Hwy 18	Blytheville	AR	72315
65	Dale	Doss	2232 S. County Rd. 159	Osceola	AR	72370
66	Morgan	Doss	6448 CR 651	Senath	MO	63876
67	Alvero	Dovila	108 Harvester	Jonesboro	AR	72401
68	Braden	Drury	612 Nelson St.	Leachville	AR	72438
69	Jessica	Duncan	2281 CR 762	Brookland	AR	72417
70	Joey	Duncan	700 Alama	Manila	AR	72442
71	Todd	Edwards	1591 East 3rd St.	Leachville	AR	72438
72	Ben	Elder	1315 CR 762	Brookland	AR	72417
73	Jeremy	Elinburg	703 Elm St.	Leachville	AR	72438
74	Brittney	Eubanks	3525 Northeast Rd 159	Manila	AR	72442
75	Mandy	Evans	911 Marie St.	Manila	AR	72442
76	Keith	Evans	104 W Sixth Street	Leachville	AR	72438
77	Jamie	Faulkes	1903 Greene 901 Rd.	Paragould	AR	72450
78	Alex	Field	1105 E 3rd St.	Leachville	AR	72438
79	Jesus	Flores	2508 Glenn Place	Jonesboro	AR	72404
80	Donnie	Ford	906 Eastwood	Leachville	AR	72438
81	Ashley	Forehand	510 Jason Circle	Manila	AR	72442
82	Brandon	Foster	306 Catfish	Lake City	AR	72437
83	Kim	Fox	117 W State Hwy 119	Osceola	AR	72370
84	Payton	Futrell	3316 Preswick	Jonesboro	AR	72405
85	Jesus	Garcia	430 Hwy 77	Manila	AR	72442
86	Tara	Gatewood	3009 Scotchwood	Jonesboro	AR	72405
87	Vickie	Gilmer	8220 Hwy 141	Jonesboro	AR	72401

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1	First Name	Last Name	Street	City	State	Zip
88	Heather	Godair	315 S Boston St.	Manila	AR	72442
89	Joey	Gonzales	802 Country Club	Manila	AR	72442
90	Terry	Goodon	1302 Greensboro Rd.	Jonesboro	AR	72401
91	Glen	Goodwin	4226 CR 780	Jonesboro	AR	72405
92	Jasmine	Graham	401 Dixie	Manila	AR	72442
93	Hannah	Gramling	109 Oak St	Brookland	AR	72417
94	Brock	Green	968 Wise Lane	Manila	AR	72442
95	Wesley	Greer	909 CR 571	Leachville	AR	72438
96	Daniel	Guerrero	140 Gayle Rd.	Blytheville	AR	72315
97	Caleb	Gurley	608 Tipton Dr.	Manila	AR	72442
98	Todd	Haddick	102 Sophie Drive	Brookland	AR	72417
99	Ricky	Hale	1105 Estelle	Lake City	AR	72437
100	Dakota	Hale	9310 Hwy 135	Caraway	AR	72419
101	Brittany	Hall	2842 W CR 346	Manila	AR	72442
102	Drew	Harper	201 Samantha	Brookland	AR	72417
103	Paul	Hatmon	1406 Hale St.	Lake City	AR	72437
104	Austin	Hatmon	602 Tipton	Manila	AR	72442
105	Kimberly	Hauptman	323 W. Baltimore	Manila	AR	72442
106	Jackie W.	Hill	415 W. Lake	Manila	AR	72442
107	Blythe	Hollingshead	803 Olathe	Lake City	AR	72437
108	Charles	Holmes	3165 W. Lake St.	Manila	AR	72442
109	Jeff	Housley	57 CR 7620	Brookland	AR	72417
110	Annie	Huffman	208 Holly St.	Manila	AR	72442
111	Kenny	Hughes	1900 Chalet Dr.	Jonesboro	AR	72404
112	Rusty	Jackson	4754 W CR 490	Manila	AR	72442
113	Kenny	Jackson	1812 W Main	Leachville	AR	72438
114	Kevin	Jacobs	2508 Hwy 18, Apt. H	Lake City	AR	72437
115	Joe	James	112 Payne St.	Caraway	AR	72419
116	Zach	Jayne	407 CR 953	Brookland	AR	72417
117	Sherel	Jetton	1120 W Hearn	Blytheville	AR	72315
118	Johnny	Johnson	1404 Hale St.	Lake City	AR	72437
119	Makayla	Johnson	303 Broadway St.	Marked Treet	AR	72365
120	Mason	Jones	517 Tipton Dr.	Manila	AR	72442
121	Carmen	Kelems	705A Missouri	Caraway	AR	72419
122	Chris	Kelems	705A Missouri St.	Caraway	AR	72419
123	Jacob	Kelems	705 Missouri	Caraway	AR	72419
124	Madison	Kelley	830 W. Speedway	Trumann	AR	72472
125	John	Kelly	112 Samantha Dr.	Brookland	AR	72417
126	Tommie	Kendrick	1904 Cotton Plant	Leachville	AR	72438
127	Daniel	Kendrick	904 Main St.	Leachville	AR	72438
128	Whitney	Kent	309 Shirley	Brookland	AR	72417
129	Brad	King	137 CR 7808	Jonesboro	AR	72401
130	Susan	Lairson	102 Jera Cove	Brookland	AR	72417

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d/b/a La Cascada Mexican Restaurant and Grill of Jonesboro, Inc.
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	A	B	C	D	E	F
1	First Name	Last Name	Street	City	State	Zip
131	Brent	Lancaster	105 N. Carruthers	Monette	AR	72447
132	Mitchell	Lasater	315 South Main	Leachville	AR	72438
133	Mary	Lawrence	100 Bernice	Manila	AR	72442
134	Robert	Lawrence	8151 CR 243, Apt 1	Manila	AR	72442
135	Autumn	Lawson	301 Olympia St.	Manila	AR	72442
136	Timothy	Lemons	6561 N State Hwy 77	Leachville	AR	72438
137	Joe	Len	277 CR 793	Brookland	AR	72417
138	Hannah	Leone	803 Byron Lane	Manila	AR	72442
139	Robert	Leone	434 Hwy 18	Manila	AR	72442
140	Tiaan	LieBenBerg	300 Tony St.	Manila	AR	72442
141	Vontei	Love	806 East Matthews	Jonesboro	AR	72401
142	Stephanie	Love	305 Shirley St.	Brookland	AR	72417
143	Phillip	Lyerly	4109 W CR 70	Leachville	AR	72438
144	Phillip	Lyerly, Jr.	6430 W CR 139	Leachville	AR	72438
145	Chris	Maddox	69 Jackson Rd.	Lake City	AR	72437
146	Ryan	Massey	116 Perry	Manila	AR	72442
147	Steve	Massey	4389 N State Hwy 77	Manila	AR	72442
148	Aaron	Master	310 Lake St.	Manila	AR	72442
149	Jeremiah	May	201 Chipman Lane	Manila	AR	72442
150	Darrell	McDowell	913 Dwight	Manila	AR	72442
151	Billy	McGee	1831 CR 936	Brookland	AR	72417
152	John	McGee	1600 Hwy 18	Lake City	AR	72437
153	Brandon	McKar	601 W Drew	Monette	AR	72447
154	Jordan	McLean	222 Washington	Dell	AR	72426
155	James	McMinn	827 Beauchamp	Manila	AR	72442
156	John	Meads	109 Oak Meadow	Brookland	AR	72417
157	Ian	Mikels	700 Eden Lane	Manila	AR	72442
158	Conner	Miller	4748 W CR 102	Leachville	AR	72438
159	Tucker	Miller	509 Dixon St.	Manila	AR	72442
160	Austin	Milligan	114 Payne St.	Caraway	AR	72419
161	Jack	Milligan	701 Elm	Leachville	AR	72438
162	Steven Troy	Misner	2342 N CR 503	Blytheville	AR	72315
163	Mark	Misner	3274 W CR 398	Manila	AR	72442
164	Malory	Mitchell	906 Wise Lane	Manila	AR	72442
165	Liz	Montalvo	509 S. Market St.	Senath	MO	63876
166	Shawn	Montgomery	204 E. Garland	Paragould	AR	72450
167	Lou	Morris	803 Lange St.	Leachville	AR	72438
168	Jessica	Morris	312 Sandusky Dr.	Manila	AR	72442
169	Chris	Moskop	3501 Dover	Jonesboro	AR	72401
170	Dennis	Moyer, II	404 Dallas	Caraway	AR	72419
171	Angela	Mullen	606 Lanes Way	Manila	AR	72442
172	Ashleigh	Myrick	209 Cole Dr.	Brookland	AR	72417
173	Jansen	Newcom	610 Leah Lane	Manila	AR	72442

Undeclared, Inc.
d/b/a La Cascada Mexican Restaurant and Grill of Jonesboro, Inc.
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	A	B	C	D	E	F
1	First Name	Last Name	Street	City	State	Zip
174	Madison	Nowlin	806 West Drew	Monette	AR	72447
175	Greg	Noyes	315 Allen Ave.	Black Oak	AR	72414
176	Dennis	Oliver	704 S. Main	Leachville	AR	72438
177	David	Onstead	4202 Woodcrest	Jonesboro	AR	72404
178	James	O'Quinn	101 Eva Lane	Brookland	AR	72417
179	Joshua	Parish	3059 CR 745 Rd.	Jonesboro	AR	72405
180	Nick	Parker	115 Oak Meadow	Brookland	AR	72417
181	Vince	Parker	205 Walton St.	Manila	AR	72442
182	Natalie	Parker	14416 St. Hwy 164	Hornersville	MO	63855
183	Tonya	Parker	900 Roy Lee	Manila	AR	72442
184	Charlie	Parkin	1426 CR 531	Monette	AR	72447
185	Billy	Parnell	202 Cedar Circle	Osceola	AR	72370
186	Dan	Passmore	7114 Hwy 351	Jonesboro	AR	72405
187	Kerry	Patterson	413 Dixie	Monette	AR	72447
188	Erica	Petty	414 Baker St.	Manila	AR	72442
189	Jessie	Phillips	3385 W State Hwy 77	Leachville	AR	72438
190	Brandon	Pigsler	96 Greene 339 Rd.	Bono	AR	72416
191	Austin	Pike	118 Northview Dr.	Monette	AR	72447
192	Blake	Price	1612B Shelton Cove	Pocahontas	AR	72455
193	Ryder	Price	314 West Olympia	Manila	AR	72442
194	Dalton	Privitt	414 Dixon St.	Manila	AR	72442
195	Matthew	Pruett	209 Holly St.	Manila	AR	72442
196	Cade	Qualls	1764 CR 510	Lake City	AR	72437
197	Cade	Qualls	1267 CR 510	Lake City	AR	72437
198	Steve	Ragins	252 CR 793	Brookland	AR	72417
199	Vickie	Rameriz	2608 N CR 314	Manila	AR	72442
200	Ryan	Rangel	6518 West Kingshighway	Paragould	AR	72450
201	Johnathan	Reese	710 Nickel St.	Manila	AR	72442
202	Crystal	Reynolds	28 CR 9602	Brookland	AR	72417
203	Danny	Rhodes	308 Kennedy Lane	Manila	AR	72442
204	Jim	Robbins	3534 W CR 314	Manila	AR	72442
205	Bobby	Rollins	4240 S. Co Rd.	Dyess	AR	72330
206	Josh	Rook	4867 CR 745	Jonesboro	AR	72405
207	Brian	Rossin	2717 Paradise Hills	Jonesboro	AR	72405
208	Macario	Salomon Sr.	180 North State Hwy 77	Manila	AR	72442
209	Melissa	Scott	22202 State Hwy 164	Hornersville	MO	63855
210	Mallory	Scrivner	731 Lindsey	Manila	AR	72442
211	Joseph	Secrease	114A Hayes St.	Brookland	AR	72417
212	Jansen	Settlemoir	295 CR 7621	Brookland	AR	72417
213	Kevin	Sharp	1280 N CR 309	Manila	AR	72442
214	James	Sharp	1283 W CR 474	Manila	AR	72442
215	Zachary	Sheets	2700 Wakefield Dr.	Jonesboro	AR	72401
216	Cassie	Shepard	210 Arkansas St.	Monette	AR	72447

Undeclared, Inc.
d/b/a La Cascada Mexican Restaurant and Grill of Jonesboro, Inc.
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	A	B	C	D	E	F
1	First Name	Last Name	Street	City	State	Zip
217	Anthony	Shipman	270 CR 872	Caraway	AR	72419
218	Matt	Sike	91 CR 7612	Brookland	AR	72417
219	Nate	Simmons	2814 CR 346	Manila	AR	72442
220	Nathen	Smith	68 CR 7212	Brookland	AR	72417
221	Elton	Smith	115 Janis	Brookland	AR	72417
222	Jeremy	Smith	108 Pecan St.	Lake City	AR	72437
223	Mona	Smith	203 Elm St.	Lake City	AR	72437
224	Lee	Sparks	1403 Hale St.	Lake City	AR	72437
225	Jeremy	Stabaugh	139 2nd St.	Manila	AR	72442
226	Martha	Stocklin	907 Markle	Jonesboro	AR	72401
227	Angela	Stone	303 Dan Dr.	Manila	AR	72442
228	Travis	Stone	198 Lake Rd.	Blytheville	AR	72315
229	Mason	Stormes	330 CR 456	Jonesboro	AR	72404
230	Tyler	Swaim	566 CR 796	Jonesboro	AR	72404
231	Hunter	Swaim	3274 CR 831	Black Oak	AR	72414
232	Angie	Tate	495 Greene 715	Paragould	AR	72450
233	Robert	Tate	2428 CR 759	Jonesboro	AR	72405
234	Zach	Taylor	611 Texie Ave.	Monette	AR	72447
235	Disa	Tierce	124 Sophie Dr.	Brookland	AR	72417
236	Britton	Tiner	510 CR 688	Lake City	AR	72437
237	Jeff	Towell	808 Country Club Circle	Manila	AR	72442
238	Stephen	Townsend	1520 CR 780	Jonesboro	AR	72405
239	Donna	Trapp	802 Walker	Lake City	AR	72419
240	Jeannie	Tyler	712 Baltimore	Manila	AR	72442
241	Don	Ussery	185 E Hwy 18	Blytheville	AR	72315
242	Brandon	Veach	210 Degaris	Leachville	AR	72438
243	Renee	Veach	119 Lake St.	Manila	AR	72442
244	Walker	Vest	727 W. Fleeman	Manila	AR	72442
245	Juan	Villieg	812 Dwight St.	Manila	AR	72442
246	Jane	Vines	4071 W State Hwy 18	Manila	AR	72442
247	Jim	Walker	79 CR 755	Jonesboro	AR	72405
248	Ashley	Walls	1921 CR 741	Brookland	AR	72417
249	Alicia	Waltrip	7587 Edmonds	Monette	AR	72447
250	Eric	Watson	96 CR 783	Jonesboro	AR	72405
251	Bryant	Watts	5680 CR 745	Brookland	AR	72417
252	Keisha	Watts	907 Alan St.	Manila	AR	72422
253	Blake	Webbe	3200 Lochmoor	Jonesboro	AR	72401
254	Brice	Wells	17811 Hwy 18	Monette	AR	72447
255	Miranda	White	698 Frisco Lane	Piggott	AR	72454
256	Ashley	Whitlaw	610 Lanes Way	Manila	AR	72442
257	Bishop	Whitley	1090 CR 832	Black Oak	AR	72414
258	Zach	Wicker	1479 N CR 343	Manila	AR	72442
259	Kyle	Williams	1010 Costner	Manila	AR	72442

Undeclared, Inc.
d/b/a La Cascada Mexican Restaurant and Grill of Jonesboro, Inc.
Membership List

	A	B	C	D	E	F
1	First Name	Last Name	Street	City	State	Zip
260	Hunter	Willkerson	417 Meadow Cove	Newport	AR	72112
261	Cody	Wilson	68 Jackson	Lake City	AR	72437
262	Garrett	Winchester	301 Cottonwood St.	Lake City	AR	72437
263	Chloe	Wren	713 N. Boston St.	Manila	AR	72442
264	Chad	Wright	4336 N State Hwy 181	Blytheville	AR	72315
265	Brandon	Yates	1704 South 10th	Paragould	AR	72450
266	Austin	Zamora	4004 Cornerstone Dr.	Jonesboro	AR	72405

OFFICIAL RECEIPT

Receipt Date 10/11/2022 09:28 AM
Receipt Print Date 10/11/2022

Receipt # 00223932
Batch # 00011.10.2022

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 Application Fee Undef
eated Inc. 250.00

Total 250.00

Payment Information:

Check 3876 250.00
Change 0.00

Lyons & Cone, PLC
Customer #: 000000

PO Box 7044
Jonesboro, AR 72403-

Cashier: ALCooksey
Station: ALCOOKSEY



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This is only a preliminary search and no guarantee that a name is available for initial filing until a confirmation has been received from the Secretary of State after filing has been processed. Please review our [NAME AVAILABILITY GUIDELINES HERE](#) prior to searching for a new entity name.

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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	UNDEFEATED, INC.
Fictitious Names	LA CASCADA MEXICAN RESTAURANT AND GRILL OF JONESBORO, INC.
Filing #	811177660
Filing Type	Nonprofit Corporation
Filed under Act	Dom Nonprofit Corp; 1147 of 1993
Status	Good Standing
Principal Address	5510 SOUTHWEST DRIVE JONESBORO, AR 72404
Reg. Agent	JOSE PATINO PENILLA
Agent Address	5510 SOUTHWEST DRIVE JONESBORO, AR 72404
Date Filed	08/27/2018
Officers	JIM LYONS , Incorporator/Organizer NORBERTO PATINO PENILLA , Director JOSE PATINO PENILLA , Director RICARDO PATINO PENILLA , Director
Foreign Name	N/A
Foreign Address	
State of Origin	AR

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