



City of Jonesboro Private Club Review and Conditions Form

Date 3-7-19 Non-Profit Corp: 1108 Investments, Inc, dba Embassy Suites of Jonesboro

Address : 225 Red Wolf Blvd.

Applicant on Behalf of Club: Kraig Anthony Pomrenke _____

Home Address 2006 Ozark Dr. Apt. A. Jonesboro, AR. 72401

Business Name: Embassy Suites Hotel & Red Wolf Convention Center _____

Business Address: 225 Red Wolf Blvd. Jonesboro, Ar. 72401 _____

City of Jonesboro official use below this:

Police Department: Copy of membership list Yes No _____ (See attached!)
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 3-19-19
Date entered in Legistar _____

City Council Action

Approve _____ Deny _____



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

INSTRUCTIONS

1. Answer all questions correctly and in full. **PLEASE PRINT IN INK OR TYPE.** ✓
NOTE: FORMS MUST BE NOTARIZED.

**APPLICATION MUST BE ACCOMPANIED BY CRIMINAL BACKGROUND
INVESTIGATION RESULTS OF THE APPLICANT (FORMS AND INSTRUCTIONS ENCLOSED).** ✓

2. Application fee is \$250 and must be submitted with this application.
3. Applicant must be a citizen of the United States or a permanent resident alien (must provide a copy of green card), and a resident of Arkansas. ✓
4. The following additional materials must be submitted with your application:
 - a. A current list of names and addresses of all board members, and a signed "authority to release information form" from each board member. ✓
 - b. The address where the business will be located. If the non-profit corporation does not own the property, a copy of the lease, option to lease, option to purchase, or buy-sell agreement in favor of the non-profit corporation must be attached.

MAIL OR DELIVER DIRECTLY TO:

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

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.

1108 Investments, Inc, dba
Non-Profit Corporation Embassy Suites of Jonesboro FEIN #

APPLICANT ON BEHALF OF CLUB
Kraig Anthony Pomrenke
First Middle Last

HOME ADDRESS
2006 Ozark Dr, #A Jonesboro AR 72404 Craighead
Street City Zip County

BUSINESS NAME
Embassy Suites Hotel & Rex Wolf Convention Center

BUSINESS ADDRESS
223 Rex Wolf Blvd, Jonesboro AR 72401 Craighead
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.

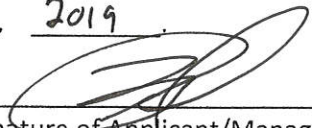
Does anyone now hold an alcoholic beverage permit at this location? No If so, give name, address and permit no(s).

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

| <u>NAME</u> | <u>TITLE</u> | <u>ADDRESS</u> |
|------------------------------|---------------------|---|
| Kraig Porgenske | President | 2006 Ozark, Apt A Jonesboro, AR 72404 |
| * Kandi Baker (Kandi Baker) | vice President | 2509 Flatrock Trail Jonesboro, AR 72404 |
| Stu Zoelzig (Susan Woodring) | Secretary/Treasurer | 350 Green 7242 Road Panguitch, AR 72450 |
| | | |

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 6th day of February, 2019


Signature of Applicant/Managing Agent

President
Official Title

Subscribed and sworn to before me this 6th day of February, 2019

Jo Ann Lawrence
Notary Public

My Commission Expires: 04-02-2025:



SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Kraig Anthony Pomrenke Sex Date of Birth
2. Home Address 2006 Ozark Dr, HA Jonesboro AR 72404 Phone No. 870-351-1165
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.
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?
 If so, give full information NO
11. Marital Status: Single () Married () Divorced () Separated () Other ()
12. Furnish complete information regarding members of immediate family:

| Relationship | Full Name | Address | Occupation |
|--------------|--------------------|---|-----------------|
| Daughter | Jennifer Pomrenke | Apt 109 3902 Carrollwood Blvd Tampa FL 33624 | Student |
| Son | Nicolas Pomrenke | PO Box 4814, Ft. Stewart GA 31315 | Army - enlistee |
| Daughter | Kassandra Pomrenke | 20 9th Ave SE, Aberdeen, SD 57401 | Student |
| Son | Antonio Pomrenke | 2006 Ozark, HA Jonesboro AR 72404 | Student |

| | | | |
|--|--|--|--|
| | | | |
| | | | |

(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:

2006 Ozark Dr, #A Jonesboro AR 72404

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

| Your Business or Occupation | Name & Address of Employer | Dates of Employment |
|-----------------------------|---|----------------------|
| Hotel mgmt | O'Reilly Hospitality, Spring Hill, MO | Sept 2018 - Present |
| Contract Services | Seltico Services, 717 Ashby St, Antioch, IL | Aug 2017 - June 2018 |
| Hotel mgmt | Sherraton Sioux Falls, 1211 N. West Sioux Falls | May 2016 - Aug 2017 |
| Hotel mgmt | Crown Plaza, 3000 S. Dirksen, Springfield, IL | Oct 2015 - May 2016 |
| Business Development | Spectrum, 18228 US41, Lutz, FL 33549 | Jan 2013 - Oct 2015 |

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

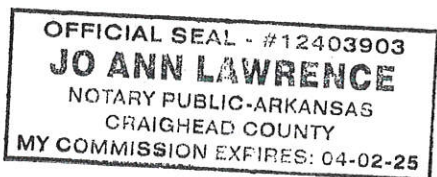
Kraig Pomrenke, being first duly sworn on oath deposes and says that he/she has read each of the questions to which he/she has made answer, and that his/her said answers in each instance are true and correct.

Subscribed and sworn to before me this 6th day of February, 2019.

Jo Ann Lawrence

 Notary Public

My Commission Expires: 04-02-2025 :



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: **Pomrenke** First: **Kraig** Middle: **Anthony**
Date of Birth: Sex: Race:
Social Security Number: *(not verified, supplied at time of request)*

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: **ABC002582628**

Date: **10/31/2018** Agency Reporting: **Arkansas State Police**

Purpose: **Pursuant to Arkansas Code §3-2-103 regarding applicants for licensing by the Alcoholic Beverage Control Division.**

Released To: **Ariel Hooper On Behalf of ABC**

Representing: **ABC**

Mailing Address: **1515 West 7th St Suite 503 Little Rock, AR 72201**

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

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

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



AUTHORITY TO RELEASE INFORMATION

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

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.

Kraig Pomranke

[Signature]
Signature - Full Name

2-25-19
Date

2006 Ozark Drive, Apt A
Home Address

Jonesboro AR 72404
City State Zip

2006 Ozark Drive, Apt A
Mailing Address

Jonesboro AR 72404
City State Zip

870-351-1165 870-619-4482
Contact Phone Business Phone

Kraigpomranke@gmail.com
Email Address

Subscribed and sworn to before me this 25th day of February, 2019.

Jimmilee Smither
Notary Public

My Commission Expires: 2/1/29 :



AUTHORITY TO RELEASE INFORMATION

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

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.

Susan Woodring

Susan Woodring
Signature - Full Name

2/25/19
Date

350 Greene 7242 Road
Home Address

Paragonid AR 72450
City State Zip

350 Greene 7242 Road
Mailing Address

Paragonid AR 72450
City State Zip

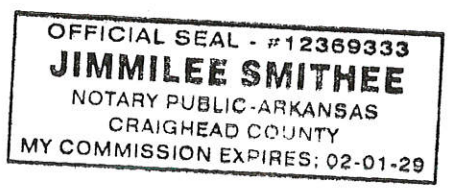
501.472.5783 870.619.4482
Contact Phone Business Phone

Susan.Woodring@ohospitalitymanagement.com
Email Address

Subscribed and sworn to before me this 25th day of February, 2019

Jimmilee Smithee
Notary Public

My Commission Expires: 2/1/29 :



AUTHORITY TO RELEASE INFORMATION

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

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.

Kandi Baker

Kandi Baker
Signature - Full Name

2/25/19
Date

2509 Flatrock Trail
Home Address

Jonesboro AR 72404
City State Zip

2509 Flatrock Trail
Mailing Address

Jonesboro AR 72404
City State Zip

870.974.0345 870.619.7482
Contact Phone Business Phone

kandi.baker@ohospitalitymanagement.com
Email Address

Subscribed and sworn to before me this 25th day of February, 2019
Jimmilee Smithiee
Notary Public

My Commission Expires: 2/1/29 :



LEASE AGREEMENT

STATE OF ARKANSAS – COUNTY OF CRAIGHEAD

THIS AGREEMENT made in multiple copies and entered between Jonesboro Hotel Partners, LLC., 223 Red Wolf Blvd., **Jonesboro, AR, 72404** herein designated as Landlord, and **Kraig Pomrenke, President of 1108 Investments, INC., dba Embassy Suites of Jonesboro, Arkansas**, herein designated as Tenant.

WTTNESSETH: That Landlord in consideration of the covenants and agreements to be performed by Tenant and upon the terms and conditions hereinafter stated does hereby lease, demise and let unto Tenant the following described space:

Approximately 82,670 square feet referred to as, 1108 Investments, Inc., 223 Red Wolf Blvd., Jonesboro, AR., 72404, dba Embassy Suites of Jonesboro, Arkansas (herein after referred to as the "demised premises").

The said building referred to as the "Building."

TO HAVE AND TO HOLD the same for a term of 60 months

Commencing on March 1, 2019 and Ending on March 1, 2024

By occupying the demised premises Tenant shall be deemed to have accepted the same as suitable for the purpose herein intended and to have acknowledged that the same comply fully with the Landlord's covenants and obligations hereunder. If this lease is executed before the demised premises become vacant, or if any present tenant or occupant of the premises holds over, and Landlord cannot acquire possession of the demised premises prior to the date above recited as the commencement date of this lease. Landlord shall not be deemed to be in default hereunder, and Tenant agrees to accept possession of the demised premises at such time as Landlord is able to tender the same, Landlord hereby waives payment of rent covering any period prior to the tendering of possession to Tenant hereunder.

1. **RENT.** In consideration of this lease. Tenant promises and agrees to pay Landlord rent for said premises at the rates as follows:

Year one: \$413,350.00 monthly, \$ 4,960,200 per year.

Years two through five: \$4,960,200 per year.

One such monthly installment together with a security deposit equal to \$ shall be payable by Tenant to Landlord in advance, without demand, upon Tenant's Execution of his lease, and a like monthly installment shall be due and payable on or before the first day of each succeeding calendar month during the term hereof. Rent for any fractional month at the beginning or end of the lease term shall be prorated on a daily basis. All rent is due in the office of Landlord on or before the first day of each month. If any installment of rent is not received by Landlord by the fifth (5th) day of the month. Tenant agrees to pay Landlord in additional rent, a late charge of \$15.00 per day retroactive to the first day of the month. If rent remains unpaid for thirty (30) days, Tenant agrees to pay interest at the rate of 1-1/2% per month on the unpaid balance, including late charges. The security deposit shall be held by Landlord as security for the performance by Tenant of Tenant's covenant, and obligations under this lease, it being expressly understood that such deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may at Landlord's sole option, from time to time, without prejudice to any other remedy, apply such deposit to the extent necessary to any arrearages of

rent and any other damage, injury expense, or liability caused to Landlord by such event of default. Following any such application of the security deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount. If Tenant is not then in default hereunder, any remaining balance of such deposit shall be returned by Landlord to Tenant upon termination of lease upon delivery of the demised premises in good condition as hereinafter provided. If Landlord transfers its interest in the demised premises during the lease term, Landlord shall assign the security deposit to the transferee and hereafter shall have no further liability for the return of such security deposit.

2. USE. The demised premises shall be used and occupied by Tenant as a full service restaurant. Tenant shall not use, or permit to be used, the demised premises for any other purpose. Tenant will not occupy or use, nor permit to be occupied or used any portion of the demised premises for any business or purpose which is unlawful in part or in whole or deemed to be disreputable in any manner, or extra hazardous on account of fire, nor permit anything to be done which will in any way increase the rate of any insurance on the Building or its contents, and in the event that, by reason of acts of Tenant, there shall be any increase in the rate of insurance on the Building or contents created by Tenant's acts or conduct of business then such acts shall be deemed to be an event of default hereunder and Tenant hereby agrees to pay the amount of such increase on demand, and acceptance of such payment shall not constitute a waiver of any of Landlord's rights hereunder. Tenant shall not engage in any use or activity, which violates any provision of Landlord's ground lease of the premises on which the Building is located.

3. LANDLORD'S OBLIGATIONS. Landlord agrees to furnish Tenant while occupying the demised premises water, hot and cold at those points of supply provided for general use of tenant of the Building. Heat, air, and electric service in the manner and to the extent deemed by Landlord to be standard; but failure to any extent to furnish or any stoppage of these defined services, resulting from causes beyond control of Landlord or from any cause, shall not render Landlord liable in any respect for damages to person, property or business, nor be construed as an eviction of Tenant or work an abatement of rent, nor relieve Tenant from fulfillment of any covenant of agreement hereof. Should any equipment or machinery furnished by Landlord break down, or for any cause cease to function properly. Landlord shall use reasonable diligence to repair same promptly, but Tenant shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned thereby or resulting there from. Tenant shall pay to Landlord on demand such charges as Landlord may reasonably prescribe for any electric service required by Tenant for computers and other electrical equipment or other electric service deemed by Landlord not to be standard. Tenant shall not use excessive amounts of utilities without Landlord's written consent on conditions set by Landlord.

4. TENANT'S REPAIRS AND ALTERATIONS. Tenant will not in any manner deface, damage or injure the Building, and will pay the cost of repairing any damage or injury done to the Building or any part thereof by Tenant or Tenant's agents, employees and invitees. Tenant shall throughout the term of this lease take good care of the demised premises and keep them free from waste and nuisance of any kind. Tenant agrees to keep the demised premises, including all fixtures installed by Tenant and any plate glass, in good condition and make all necessary repairs. At the end or termination of this lease, Tenant shall deliver up the demised premises with all improvements located thereon, except as provided in this paragraph, in good repair and condition, reasonable wear and tear exempted. Tenant shall not make or allow to be made any alterations or physical additions in or to the demised area without the prior written consent of Landlord. At the termination of this lease Tenant shall, if Landlord so elects, remove all alterations, physical additions or improvements erected by Tenant and restore the demised premises to their original condition, otherwise such improvements shall be delivered up to Landlord with the demised premises. All furniture and moveable trade fixtures installed by Tenant may be removed by Tenant at the termination of this lease if Tenant so elects, and shall be removed if Landlord so elects. All such removals and restoration shall be accomplished in a good workmanlike manner so as not to damage the building. Tenant has inspected the demised premises and accepts them in their existing condition.

5. ASSIGNMENT AND SUBLETTING. Tenant will not assign this lease, or allow same to be assigned by operation of law or otherwise, or sublet the demised premises or any part thereof without the prior written consent of Landlord. Landlord shall have the right to transfer and assign, in whole or in part, any of its rights under this lease, and in the Building and property referred to herein; and, to the extent that such assignee assumes Landlord's obligations hereunder. Landlord shall by virtue of such assignment be released from such obligations.

6. **MAINTENANCE.** Tenant will maintain the demised 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, condition, or occupancy of the demised premises.

7. **INDEMNITY.** Landlord shall not be liable for and Tenant will indemnify and save harmless Landlord from any and all fines, suits, claims, demands, and actions of any kind (including attorney's fees) by reason of any negligence, misconduct, or any breach, violation, or non-performance of any covenant hereof on the part of Tenant or Tenant's agents, employees, or invitees. Landlord shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or other matter beyond the reasonable control of Landlord, or for any damage or inconvenience which may arise through repair or alteration of any part of the Building, or failure to make repairs, or from any cause whatever except Landlord's negligence.

8. **RULES AND REGULATIONS.** Tenant and Tenant's agents, employees, and invitees, will comply fully with all requirements of the rules of the Building which are attached and made a part hereof as though fully set out herein. Landlord shall at all times have the right to change such rules and regulations or to amend them in such reasonable manner as may be deemed advisable for safety, care, and cleanliness of the Building and for preservation of good order therein, all of which rules and regulations, changes and amendments, will be forwarded to Tenant in writing and shall be carried out and observed by Tenant. Tenant shall further be responsible for the compliance with such rules and regulations by the employees, servants, agents, visitors and invitees of Tenant

9. **INSPECTION.** Landlord, or its officers, agents, and representatives shall have the right to enter into and upon any and all parts of the demised premise (a) at all reasonable hours to inspect same or clean or make repairs or alteration, or additions as Landlord may deem necessary, or (b) during business hours to show the demised premises to prospective tenants, purchasers or lenders, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof.

10. **CONDUCT OF BUSINESS.** Tenant will conduct his business, and control his agents, employees, and invitees in such a manner as not to create any nuisance, or interfere with, annoy or disturb other tenants or Landlord in the management of the Building. Tenant will, during the term of this lease, continually and fully occupy the premises and conduct active business operations therein.

11. **CONDEMNATION.** If the Building or the demised premises shall be taken or condemned in whole or part for public purposes, then the term of this lease shall at the option of Landlord forthwith cease and terminate.

12. **FIRE AND OTHER CASUALTY.** In the event that the Building should be damaged or destroyed by fire, tornado, or other casualty, landlord may at its option terminate this lease in which event the rent shall be abated during the unexpired portion of this lease effective with the date of such damage, or Landlord may proceed to rebuild and repair the Building and the demised premises whereupon Landlord shall proceed with reasonable diligence to restore the Building to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord shall not be required to rebuild, repair or replace any part of the partitions, fixtures, and other improvement, which may have been placed by Tenant or other tenants within the Building Landlord shall allow Tenant a fair diminution of rent during the time the demised premises are unfit for occupancy. In the event any mortgagee under a deed of trust, security agreement or mortgage on the Building should require that the insurance proceeds be used to retire the mortgage debt. Landlord shall have no obligation to rebuild and this lease shall terminate upon notice to Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or to the demised premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

13. **HOLDING OVER.** Should Tenant, or any of its successors in interest, hold over the demised premises, or any part thereof, after the expiration of the terms of this lease unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy from month to month only, at a rental equal to

the rent paid for the last month of the term of this lease plus fifty percent (50%) of such amount. The inclusion of the preceding sentence shall not be construed as Landlord's consent for the Tenant to hold over.

14. **TAXES ON TENANT'S PROPERTY.** Tenant shall be liable for all taxes levied or assessed against personal property, furniture or fixtures placed by Tenant in the demised premises. If any such taxes for which Tenant are liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the demised premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

15. **INCREASED EXPENSES.** Tenant is quoted a gross lease and shall receive no increased expenses. The term "operating expenses" as used herein, means all direct costs of operation and maintenance of the Building, as determined by standard accounting practices, and includes the following costs by way of illustration but not limitation; ad valorem taxes and assessments and personal property taxes (except those payable by the Tenant under the provisions of this lease), insurance premiums, licenses, permit and inspection fees utility charges, heating and air conditioning expenses, repairs, garbage and waste disposal expenses, salaries, labor, materials and supplies, maintenance contracts management and leasing expenses janitor services and supplies, security and alarm systems, pest control. The term "operating expenses," as used herein, shall not include depreciation on the Building or equipment, interest, or capital expenditures.

16. **EVENTS OF DEFAULT.** The following events shall be deemed to be events of default

- (a) Tenant shall fail to pay any installment of the rent hereby reserved on or before the 5th of each month.
- (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 thirty (30) 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 shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.
- (e) A receiver or Trustee shall be appointed for all or substantially all of the assets of Tenant
- (f) Tenant shall desert or vacate any substantial portion of the demised premises for a period of fifteen (15) days or more.
- (g) The assignment by Tenant of all or any part of its property or assets for the benefit of creditors of the levy of execution, attachment or taking of property, assets or the leasehold interest of Tenant by process of law or otherwise in satisfaction of any judgment, debt or claim.

17. **REMEDIES.** Upon the occurrence of any event of default specified in Paragraph 16 hereof, 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 demised premise to Landlord and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the demised premises on satisfactory terms or otherwise.
- (b) Enter upon and take possession of the demised premises and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, by force, if necessary, without

being liable for prosecution or any claim for damages therefore, said if Landlord so elect relet the demised premises and receive the rent therefore; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting and all expenses Landlord may incur in reletting the premises.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the 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 occurring to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Landlord's acceptance of rent following an event of default hereunder shall not be construed as Landlord's waiver of such event of default. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other 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. Tenant acknowledges that any payments received by Landlord while Tenant is in default are accepted with full reservation of all rights hereunder by Landlord

18. SURRENDER OF PREMISES. No act or thing done by the Landlord or its agents during the term hereby granted shall be deemed an acceptance of a surrender of the demised premises, and no agreement to accept a surrender of the demised premises shall be valid unless the same be made in writing and subscribed by the Landlord.

19. ATTORNEY'S FEES. In case Landlord brings any act on under this lease or consults with or places said lease or any amount payable by Tenant thereunder with an attorney concerning or for the enforcement of any of Landlord's rights hereunder, then Tenant agrees in each and any such case to pay to Landlord a reasonable attorney's fee.

20. RECEIPTS FROM ASSIGNEE OR SUBTENANT. The receipt by the Landlord of rent from any assignee, subtenant or occupant of the demised premises shall not be deemed a waiver of the covenant in this lease contained against assignment and subletting or an acceptance of the assignee, subtenant or occupant as Tenant or a release of the Tenant from further observance or performance by the Tenant of the covenants in this lease contained, on the part of the Tenant to be observed and performed. No provision of this lease shall be deemed to have been waived by the Landlord unless such waiver be in writing signed by the Landlord.

21. LANDLORD'S LIEN. Landlord shall have, at all times, a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damage or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement, or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently, or which may hereafter be situated on the demised premises, and all proceeds there from, and such property shall not be removed there from without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein enter upon the demised premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in Paragraph 23 of this lease at least ten (10) days before the time of sale. Any sale made pursuant to the provisions hereof shall be deemed to have been a public sale conducted in a commercially reasonable manner if held in the demised premises or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a local daily newspaper for five (5) consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and legal expenses),

shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus shall be paid to Tenant or as otherwise required by law, and the Tenant shall pay any deficiencies forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in this state. Any statutory lien for rent is not hereby waived, the security interest herein granted being in addition and supplementary thereto.

22. **QUIET ENJOYMENT.** Landlord represents and covenants that it has full right, power, and authority to make this lease and that Tenant, upon the payment of the rentals and performing the covenants on Tenant's part to be performed hereunder, shall and may peaceably and quietly have, hold and enjoy the demised premises during the term hereof and any extensions thereof, free from interference or disturbance from Landlord, but subject to the terms and conditions of this lease. Landlord agrees to make reasonable efforts to protect Tenant from interference or disturbance by other tenants or third persons; however, Landlord shall not be liable for any such interference or disturbance, nor shall Tenant be released from any of the obligations of this lease because of such interference or disturbance.

23. **NOTICES.** Each provision of this lease, or of any applicable governmental laws, ordinances, regulations, and other requirements with reference to the sending, mailing, or delivery of any notice, or with reference to the making of any payment by Tenant to Landlord, shall be deemed to be complied with when and if the following steps are taken:

(a) All rent and other payments required to be made by Tenant to Landlord shall be received by Landlord at the address herein below set forth, or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith;

(b) Any notice or document required to be delivered hereunder shall be deemed to be delivered when deposited in the United States mail, postage pre-paid, certified or registered mail, (with or without return receipt requested), addressed to the parties hereto at the respective addresses set out opposite their names below or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

24. **FORCE MAJEURE.** In the event the Landlord shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, unavailability of utility service, restrictive governmental laws or regulations, riots, insurrections, the act, the failure to act, or default of another party, war, or any other reason beyond Landlord's control, then performance of such act shall be excused for the period of the delay, and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

25. **SEPARABILITY.** If any clause or provision of this lease is illegal, invalid or unenforceable under present or future laws effective during the term of this lease, then and in that event, it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby, and it is also the intention of the parties to this lease that in lieu of each clause or provision of this lease that is illegal, invalid or unenforceable, there be added as a part of this lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

26. **NO PERSONAL LIABILITY.** Anything in this lease to the contrary notwithstanding, Tenant agrees it will look solely to the estate and property of the Landlord in the Building of which the demised premises are a part, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other property or assets of the Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenants remedies.

27. **AMENDMENTS; BINDING EFFECT.** This lease may not be altered, changed, or amended, except by instrument in writing signed by both parties hereto. The terms, provisions, covenants and conditions contained in this lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

28. **GENDER.** Words of any gender used in this lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

29. **CAPTIONS.** The captions contained in this lease are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this lease.

30. **SUBORDINATION.** This lease shall be subject and subordinate at all times to the lien of existing mortgages deeds of trust and financing statements on the demised premises or the Building and of mortgages, deeds of trust and financing statements which hereinafter may be made a lien on such property, also any renewal, modification, consolidation, or replacement or extension of any such existing or future mortgages, deeds of trust and financing statements.

31. **MECHANICS LIENS.** In no event shall Tenant allow any mechanics or other lien to exist against the demised premises. Tenant shall discharge or remove any such lien by bonding or otherwise promptly on notice by the Landlord to do so. No provisions of this lease shall be construed as to constitute Tenant as the agent of or authorized to act for Landlord in doing any repairs, alterations, construction or any other kind of work on the demised premises and any person doing work upon or furnishing materials to or for such work shall look only to Tenant and the Tenant's interest in the demised premises for payment therefore.

32. **WAIVER OF SUBROGATION.** Landlord and Tenant mutually agree to waive any right of subrogation which they may have against one another for any losses paid to them on any insurance policy or policies carried on or in Connection with the demised premises or the Building to the extent permitted by the terms of such policy or policies.

33. **RELOCATION.** If the Landlord should have need of the demised premises during the term of this lease, it is understood and agreed that the Landlord, at the Landlord's expense, may relocate the Tenant elsewhere in the Building. In the event of such relocation the premises provided the Tenant shall be finished out in a condition reasonably comparable with the original space.

34. **RECORDING.** This lease shall not be recorded without Landlord's written consent.


WITNESS, the signature of the parties hereto in multiple copies, this the 27th day of February, AD 2019.

TENANT: **Kraig Pomrenke**

By:  _____

President, 1108 Investments, INC.
DBA, Embassy Suites of Jonesboro

LANDLORD: **Kraig Pomrenke**

By:  _____

Jonesboro Hotel Partners, LLC