



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, February 3, 2026

5:30 PM

Municipal Center, 300 S. Church

PUBLIC WORKS COUNCIL COMMITTEE MEETING AT 5:00 P.M.

Council Chambers, Municipal Center

1. CALL TO ORDER BY MAYOR HAROLD COPENHAVER AT 5:30 P.M.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL (ELECTRONIC ATTENDANCE) INITIATED AND CONFIRMED BY CITY CLERK APRIL LEGGETT

4. SPECIAL PRESENTATIONS

5. CONSENT AGENDA

The Consent Agenda is a meeting method to make City Council meetings more efficient and meaningful to the members of the audience. All matters listed within the Consent Agenda have been distributed to each member of the Jonesboro City Council for reading and study, are considered to be routine, and will be enacted by one motion of the City Council with no separate discussion. If a separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member of the City Council.

MIN-26:009

MINUTES FOR THE CITY COUNCIL MEETING ON JANUARY 20, 2026

Attachments: [CC Minutes 01202026.pdf](#)

RESOLUTIONS TO BE INTRODUCED

RES-26:007

RESOLUTION TO SET JUDGES, CLERKS AND ALTERNATE WORKERS FOR THE 2026 CITY, WATER AND LIGHT ELECTION

RES-26:008

A RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF A DRAINAGE EASEMENT LOCATED IN PART OF LOT 5R OF THE SECOND ADDITION OF BLOCK C, SOUTHERN HILLS, JONESBORO, ARKANSAS

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-26:004 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO RS-7 FOR PROPERTY LOCATED AT 1306 CHARLES DR. AS REQUESTED BY WESTON WAGNER.

Attachments: [App 1306CharlesDr](#)
[Staff Report- RZ-26-01](#)
[MailReceipts 1306CharlesDr](#)
[Rezoning MAPC 1.13.26](#)
[Receipt](#)

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-26:001 AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR A CHANGE IN ZONING BOUNDARIES FROM R-1 SINGLE FAMILY MEDIUM DENSITY DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 2620 ALEXANDER, JONESBORO, ARKANSAS, AS REQUESTED BY PAULA THOMPSON

Attachments: [App 2620Alexander](#)
[MailReceipts 2620Alexander](#)
[Staff Summary RZ 26-02](#)
[Rezoning MAPC 1.13.26](#)
[Receipt](#)

Legislative History

1/20/26	City Council	Held at one reading
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ORD-26:002 AN ORDINANCE FOR THE APPROVAL OF A PRIVATE CLUB PERMIT FOR MONARCA'S MEXICAN RESTAURANT, LLC

Attachments: [Application Redacted](#)
[Lease Agreement](#)
[Receipt](#)

Legislative History

1/20/26	City Council	Held at one reading
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ORD-26:003 AN ORDINANCE FOR THE APPROVAL OF A PRIVATE CLUB PERMIT FOR WALK-ON'S SPORTS BISTREAUX

Attachments: [Application Redacted](#)
[Lease Agreement](#)

Legislative History

1/20/26	City Council	Held at one reading
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8. MAYOR'S REPORTS

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

Public Comments are limited to 5 minutes per person for a total of 15 minutes. This time is allotted for items that are not on the agenda.

11. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

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MINUTES FOR THE CITY COUNCIL MEETING ON JANUARY 20, 2026



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, January 20, 2026

5:30 PM

Municipal Center, 300 S. Church

PUBLIC SAFETY COUNCIL COMMITTEE MEETING AT 5:00 P.M.

1. CALL TO ORDER BY MAYOR HAROLD COPENHAVER AT 5:30 P.M.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL (ELECTRONIC ATTENDANCE) INITIATED AND CONFIRMED BY CITY CLERK APRIL LEGGETT

Present 10 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Janice Porter;John Street;Charles Coleman and LJ Bryant

Absent 2 - Anthony Coleman and Ann Williams

4. SPECIAL PRESENTATIONS

Mayor Harold Copenhaver said, so, Council, it's always a pleasure to stand before you this evening, and I have several councilmembers I would like to come forward and recognize. Brian Emison, if you would please come forward, and Dr. Charles Coleman. First of all, I always am proud to work with our councilmembers, and more importantly, the dedication that they have to our community, and time flies by in a hurry. So I'm honored tonight to go ahead and present several pins in recognition of their years of service. And so, Councilman Emison, here's your five year pin. Congratulations, sir, and we appreciate your commitment to the city. And the next Councilman, I'd swear, he's been here a whole lot longer than this pin recognizes. We are, I think it says 15 years, if I'm not mistaken as city council. So, again, we appreciate your support and due diligence. On behalf of the City of Jonesboro, we want to say thank you.

[COM-26:004](#)

ACKNOWLEDGMENT OF THE MAYOR'S YOUTH ADVANCEMENT COUNCIL (MYAC) FOR THEIR ROLE IN JONESBORO BEING NAMED A 2025 VOLUNTEER COMMUNITY OF THE YEAR BY THE GOVERNOR'S ADVISORY COMMISSION ON NATIONAL SERVICE AND VOLUNTEERISM AND THE ARKANSAS MUNICIPAL LEAGUE

Mayor Copenhaver said, and before we hear from the Ridge, we're going to switch a little bit, and I think it's always important, too, that we always say great things about our community, good things that are going on. And so many of you are well aware that some of us attended the AML conference this past week and it's always nice to be recognized among your peers. And in doing so, it's the commitment of our community and what we have done, and so there are several awards that I want to bring back to the City of Jonesboro. We had four city councilmembers that were there at the convention that were also recognized for that. One of which was honorable mention of Tourism and Development and Creative Culture. We were honorable

mention in that category. And then the city was the winner of Technology and Security. And then winner, as well, in the Infrastructure and Water category. So, when we go to AML, obviously, we're recognized and compete against cities that are 20,000 and above. And to garner these awards in front of them is an honor. We were the most recognized city of 2025 with these honors. But here's another honor that I'd like to have, and I think we have some youth in the room, if y'all would at least come forward and just kind of stand around me, and then we'll take a picture afterwards. This award was recognized for the Mayor's Youth Advancement Council for their role in Jonesboro of being named 2025 Volunteer Community Year by the Governor's Advisory Commission on National Service and Volunteerism in Arkansas Municipal League. They recognize the MYAC because of its important work that they do. Students are vital to this community. They represent the future of Jonesboro Civic Leadership and they transition to statewide recognition. Jonesboro named 2025 Volunteer Community of the Year Award recipient in the most youth engagement category. It is co-sponsored by Engage Arkansas and the Arkansas Municipal League. This honor reflects the city's commitment to the youth engagement and civic participation from all. You know, the Mayor's Youth Council started five years ago. We had 49, 49 that began. We are up to 99 students. And from the inception to today, they have volunteered almost 1,200 hours; 1,178 volunteer hours in the past year alone. The students work directly with organizations and the city on real life challenges, health and safety, communications, planning, beautification, and inclusion. They are a symbol. These students impact Jonesboro with hands on, service driven projects, and the outcomes are very focused. You know, some of their key accomplishments: Jonesboro 411 app, recognized in the Congressional App Challenge by Congressman Crawford; Spring Community Fair, serving North Jonesboro families; the giving tree supporting residents in need; community cleanups; Earth Day events; coding camps; and youth led safety outreach. Student led efforts, though, have an impact citywide. So again, in my appreciation to the students, I want to say thank you for your leadership. You're doing so by example and commitment. I also want to recognize our city staff, schools, and community partners, and parents, and guardians who support the program. Reinforce the MYAC as a way for any student to be involved in civic life. So as our city motto always says, we're always moving. This is reaffirmed by inclusive civic engagement in youth leadership. So this award, we, as a community, want to say, thank you very much, and we're going to put these up on the highway signs as they come into the City of Jonesboro. So thank you MYAC. Appreciate you all. All right, thank you very much, council for being present this evening.

Read

[COM-26:003](#)

CONSTRUCTION UPDATE ON THE RIDGE ATHLETIC CENTER

Attachments:

[Jan 20 City Council.pdf](#)

[Matt Modelevsky.pdf](#)

[Minute Excerpt in Question_HIGHLIGHTED TO SHOW_CONTEXT IS STILL](#)

Mayor Harold Copenhaver said, all right, on our next special presentation, I was asked by city councilman Moore to have an update regarding the construction update on the Ridge Athletic Center. So if you would, Craig, please come forward.

A&P Director Craig Rickert, said, Mayor, Counsel, thank you for letting us come and talk about some exciting things. My name is Craig Rickert. I am the Executive Director of the Jonesboro Advertising and Promotion Commission and we're here to talk about the Ridge. If you've been along Race Street, made your Sam's Club run, you have no doubt seen the walls are going up at the Ridge. People are very excited about this. I just want to give you a quick update on where things stand in this

process right now. Currently, the great crews and subs at Nabholz are working on decking and roofing of the main gym area. As you drive by Race Street, that is the biggest gym area that you see closest to Race Street, 65,000 square feet in that part of the building, eight basketball courts, 16 volleyball courts in that area. The natatorium footings, the natatorium is about 40,000 square feet and they are currently putting the footings in for that. So, as soon as those get in place, we'll start putting up walls there, as well, concrete is the name of the game and also steel. You can see by those pictures right there, steel is being installed in the main gym. Steel's also going in the event center, which is the four court gym, towards the back of the building on the southern side. So, we're very excited at the point we're at. We are hitting a lot of milestones right now.

Here's some pictures from the drone just a couple of days ago. It gives you a real good idea of what you're seeing. As you can probably tell, this shot, you're kind of hovering over Race Street, looking to the southwest and you see the decking and roofing going in there on the eight court gym area. That's the main gym that faces the front of the building. Taking another look at those 35 foot panels going up. This is from the southwest corner, looking back toward, you see Sam's Club there in the top left corner of your screen. And you get a pretty good idea. And just to put it on the map for you here, here's what you're looking at. The main gym, the competition pool, the rec pool, and the event center. All of these are indoors. Both those pools are indoors. That's about 180,000 square foot footprint on the main floor. Tack on about 20,000 square feet on what would be a second floor will be offices, meeting rooms, conference rooms, atrium type areas, and that gets at 200,000- 203,000 square foot footprint for this building. So very excited. And if you just take a note here, one great thing, the crews have done in building this place, is that we're doing concrete tilt up walls. This is a fortress. This is going to be such an asset and a well built part of our community. In the bottom right corner of your screen, you see some wall panels that are ready to be installed by that massive crane. Each one of these panels weighs about 100,000 pounds. That is how massive this structure is. So you are getting to see the scale.

So, some pictures a lot of folks haven't seen yet. Let's take a look inside. Here's some really cool renderings of what you're going to see when the Ridge is complete. This would be the first thing you see when you walk in. Of course, some things that might be some small changes in color and things like that, but this is the entryway into building: a reception area, right there you walk in. As you turn to your right, you can see the entrance to the natatorium for the athletes. The entrance for the spectators is on the other side. And you get a real good idea of how bright this is going to be. If you would turn your corner to the right, you will see the Ridge store where we'll be able to sell items for tournaments, items about Jonesboro. I imagine there'll be some Red Wolf stuff in there as well. And you see the ticket office down there around the corner. The eight court gym, not only will have tilt bleachers for people to see, taking the games on the ground floor, but we have an overlook on the second floor where people can, as you can see in this picture, pull up a chair, have their meal, watch the games, and see many courts all at once. So if you've got kids in different spots in the gym, you can keep tabs on many of them at the same time.

Other parts of the building, this will be the showcase, this beautiful natatorium that we are putting in, about 40,000 square feet, 1,250 spectator seats, four diving boards, two one-meter boards, two three-meter boards. And that will be such an asset to this community. Fifty-meter competition about ten extra meters there at the end for the diving. What you don't see in this picture, is the bulkhead, which is the part that will go over the pool and be able to move back and forth to set different lengths of the pool for competition distances. Other things to take a look at are the cafe, which is very near the front of the building. We have room for about 175 seats, I believe, in

this area. There will be other places where people can sit and enjoy a meal. This kitchen at the Ridge is a full commercial kitchen. This is, if you call it a concession stand, I might have to have word with you, because this is the real deal. You want hot dogs you got it. You want a slice of pizza, you'll have it. But this is a full scale commercial kitchen because we want to be able to host fantastic events in this facility, and we're going to be able to. And one of the things we're super excited about in this community, the outdoor water park. Two big slides, about a 30 foot drop, you know, from top to bottom, and the lazy river which we have expanded and made even bigger. So this will be a wonderful asset for our community that we're very excited to share with everybody. Some other updates besides construction, as you know, Sports Facilities Companies is going to manage this facility for us. Sports Facilities out of Clearwater, Florida manage just close to 100 properties like this across the country. Everything from Baseball Parks of America up in Branson to our place here to Bryant Park in New York City. They are well reputed and excellent at what they do. They've been fantastic partners.

In the last week or so, they have hired Brandon Schrader as the General Manager of the Ridge. Brandon currently is the county administrator for Craighead County, has a fantastic background in programming in Parks and Rec, and he did a little construction project himself with the new courthouse over there, a couple blocks away. So he is well versed. He also was part of Batesville's Parks and Rec Department when they built their aquatics and community facilities. So, he is used to projects like this and we're very lucky to have him. Our hiring matrix kind of pans like this over the next few months. By June, we hope to have the following positions hired; Director of Operations, Marketing, Director of Business Development, and a Finance Director hired out there by Sports Facilities at the Ridge. We are still about a year or so from opening up. We are excited about that. And as part of that we are exploring sponsorships. We will have some names that you might recognize at various places around the building and we're very excited to have some partners that are coming along with us on that ride. So that's my quick update. I can talk about it at nauseum. I'm slightly excited about this. If I had another kid, this would be it. I'm just so excited to see this project come for our community and just so thrilled to have a part of it myself. So I'll entertain any questions from you if anybody has anything.

Councilmember Chris Moore said, Craig, thank you for your update. You left out one important piece of information. When is it going to be open? Mr. Rickert repeated the question, when is it going to be open? Oh, well, that is the million dollar question, isn't it? We are on schedule. I just talked to Nabholz and we're looking good. We've been saying first quarter 2027. And so I feel pretty confident about that. We got to get for this winter. This weekend is messing with us a little bit, I'm sure, but we, I'm told we're pretty much right on schedule. The original deal was to be done by the end of 2026, but we know how construction goes especially on a project of this scale. The other thing to remember, if you can recall last May, how rainy the month of May was for us, and that set us way back, but the crew's been working pretty much six days a week out there when they can and we have all but caught up. We are doing a really good job. So I'd say we're right where we should be. And when you take into the scale of this project, the size of this site, the size of this building, it's remarkable that we are on schedule, like we are.

Councilmember Chris Gibson said, Craig, I mentioned at A&P, but I think I'd be amiss if I didn't mention it in this forum as well. I was at a swim meet at the University of Memphis this last weekend, had teams from Missouri, Colorado, Florida, Louisiana, Mississippi, Tennessee, Arkansas. I'm sure I'm missing a few states, but there was a group from Louisiana that was right behind me and they had heard of our natatorium and the rack and they were excited to be part of it when it gets here. So that says a lot from that far away. Mr. Rickert said, we're pretty excited. And, of course, then we

talk about what a revenue generator this is going to be for our city and it's going to bring tax revenue. It's going to fill up restaurants and hotels and we're very confident in that. And, you know, Jerry Morgan is here, Chairman of the A&P Commission. He just wanted to update the council on some of the numbers and the trends we've seen in hotels and restaurants in here. Jerry, were you going to do that Jerry? Mr. Morgan said, I think we are going to let Matt go first. Mr. Rickert replied, oh, your going to let Matt go first, okay, I'm sorry, Matt. Matt is head of the Public Facilities Board, the owners of the site. A&P is the tenants, I guess. So, update.

Public Facilities Board Chairman Matt Modelsy said, Craig, thank you so much for the update. It's exciting to see, and I certainly, as a member of this community, share your excitement in this project, and I know that you've worked very hard, and on behalf of the Public Facilities Board, thank you for all your work. I know that you spent a lot of time and energy to see the project to this point and will continue to do that. So thank you for your work. I appreciate that. For those of you all that don't know me, I'm Matt Modelesky. I've had the pleasure of being the Chairman of the Public Facilities Board for a number of years now. I've served on that board for I think close to 15 years. It's been a long time. I don't know, I can't remember exactly how long, but it's been it's been a long time, and it's a pleasure to serve on that. Brian Emison was formerly on that board and others. So it's a great way to be part of the community. I did want to take the opportunity to address the council because in the position as the Chairman of the Public Facilities Board, it is critical that we get sports tourism right. And I think the Ridge is off to a great start and I think I can agree with Craig's comments here. But I think to make it all really work, you know, we issued bonds of over \$60,000,000 for this project. That's a huge burden and we need to make sure that we can satisfy that burden. And the way that we do that is through hotel stays and through people going out to eat. So we need people coming into town, and we need people to stay here, and we can't just rely on the Ridge, in my opinion, in order to do that. I think we need to start thinking about tourism overall, and our programming overall, not just at the Ridge, and that includes two other parks that are primary to that, and one of those is South Side, and the other is Joe Mack Campbell Park. I prepared some notebooks that I will give each one of you all here, but I want to touch on a few things. But before I really get into the heart of what I want to say, I want to say first, I want to be part of the solution. That's why I'm here. That's why I volunteer on the Public Facilities Board. That's why I volunteered to coach soccer for the last decade and volunteered in other capacities for other boards and organizations in this community in this area because I want to be part of the solution. Some of the things that I'm going to say are tough. I'm going to be honest with you, they're tough. But we need to hear them because I want us to come to a collective understanding of where we are so that we can make sure that we're being thoughtful about our community and how we proceed. So if you all will bear with me, I promise you, this relates to the Ridge Athletic Facility and sports tourism overall, but I do think it's imperative to give you a little bit of background first so that we have this shared understanding of where we are today. So if you've got any questions as I go, please feel free to jump in and ask me for those.

As far as background, like I said, I volunteered to coach soccer for years, and in that, I've coached City Stars, Revolution. I've coached junior high teams, volunteered to coach for the high school, and now coach a team for the Arkansas Legends. I've always volunteered my time to do that because I believe in giving back to the young people of our community and watching them develop and grow through sport. As part of that service, I volunteered on the Revolution Board for a number of years and was a board member and then subsequently the president of that board. On that board, Danny Kapales, our former Parks Director, was the self appointed treasurer of that board. That was the one position that was never open for election, or even frankly, discussion. Danny would prepare a one or two page spreadsheet that he would

present to the board periodically, that represented what he said was the financial state of the organization. One of the line items on that was an entry field usage fee. Some of you are probably familiar with this issue. That field usage fee was questioned not only by me but other members of the board multiple times. The problem with the field usage fee was, Danny said, that was what Revolution had to pay to help offset field maintenance costs at Joe Mack Campbell Park.

Well, one of the board members undertook it to go look for that fee. He looked for a check from Revolution to the city for either a field usage fee or for the roughly the \$20,000 +/- it was represented on the financials. That occurred in 2024. And I'll tell you, it didn't exist. A line item of receivables by Jonesboro showed no payment had ever been received by Revolution or City Stars for that. Now, many of you might still be confused. I was confused at the time about the relationship between Revolution and City Stars and the city. At the time, I didn't understand that City Star's Booster Club was a separate entity legally from the city. The name is misleading. I didn't recognize that Revolution was separate from City Stars Booster Club, but they are. And so this check, this payment was represented have been made, it wasn't. Danny was confronted about that. Originally, he stuck to this representation, that's what it was for. Ultimately, when presented with the facts, he did relent and say, You know what? You're right. It's not ever been paid. I keep that in the account. I use it for whatever, may be needed. An example was given, buy a golf cart. The point is, is that for years, Danny had misrepresented to the board about what this fee was and what it went to. And as the president of the board, I felt like I had a fiduciary relationship to not only the players and the parents who paid for dues, to be part of Revolution, but also the donors that are given their money in reliance on the representations that have been made to them about the use of their money. And that's was one of the representations made. So I took that concern to the mayor. I asked for a meeting in July of 2024. And I told the mayor about this concern. Said, hey, this is a real problem. I'm concerned that he's lying about money. Generally, where I come from, that is a big red flag. The mayor's first comment to me was, well Matt, he's probably paying himself. And I said, mayor, I'm not accusing him of that. We were sitting in your office. I said, all I can tell you is, is I don't know what's happening to it, but I'm very concerned. I'm troubled that I've made representations to donors and to players and their parents about money and I can't tell you where it's going. He said, don't worry about it. We're going to get to the bottom of it. We'll find out what's happening, get to the bottom. Great, that's what we need. We need some transparency and some accountability. I will tell you, as you look through these packets, that didn't happen. You'll see a bunch of text messages from me to the mayor. There were calls and meetings in addition to those. I would say, just from me alone, there's over 40 points of contact asking for something to be done about this from July 2024 through April of 2025. And I can tell you, nothing was done. It's hard. It's tough. But I want to point out a couple things in this packet that you will see. In January of 2025, was able to get a meeting with mayor. It was me and another board member, our incoming executive director, the mayor, Mr. Richardson, some other people from the administration, and presented a preliminary proposal, again, in an effort to try to have some accountability and transparency with regard to these programs. And the ask was, let's remove this from City Stars. Let's have an account that Mr. Purtee can see, that he can audit, that he can, if we need money, we will go to him. The mayor said, absolutely, that's what we're going to do. Give me two weeks. In that meeting, we talked about these financial concerns again because they really hadn't been addressed. I remind you, this was from July of 2024 until January of 2025. They hadn't been addressed, and in that meeting, the mayor again said, well, he probably paying himself with the money. Again, I don't know what he did with it. I don't know to this day and I'm not making that accusation. I want to be clear about that. All I know is, there's a misrepresentation about the money. The mayor said give him two weeks. You'll see text messages in here from me to the mayor begging him

to respond. Begging for something to happen. I actually got concerned at one point that maybe I somehow gotten the wrong numbers. I texted those others, he's got two cell phones, texted the other cell phone, are you getting these messages? I'm concerned you're not getting these messages, but something has to be done. I'll tell you, nothing was ever done. Okay, fast forward toward April. But in between this time in February to April, we had the opportunity to get one of the premier tournament directors in this region, not Arkansas, the entire region. They put on dozens and dozens of the biggest tournaments in Memphis. I don't know if you all are familiar with the Mike Rose Soccer Complex. It's a big complex out in Collierville that hosts tournaments every weekend. It has huge economic impact. And so, one of the things that I wanted to do, that I talked with, various councilmen about, and A&P commissioners about, is the need to really maximize sports tourism opportunities. This is part of where it fits in with the Ridge. This gentleman agreed to be our tournament director and to put on tournaments. I think Mr. Morgan's got some numbers that he can share with you later about the impact of a roughly 60 team tournament and what that could have done. We gave dates to the Park's Department, and we're told, we could tentatively schedule those, but you'd have to have a full meeting to see if the park's available. We were shut out of the park, couldn't even put on a tournament. We couldn't even bring this guy in to try and help our community.

I'll cut some of this down. A lot of this information's in here and I'll encourage you to look at it. I'll be glad to answer questions later. I know this is a lot and I appreciate your attention so much. In April, the mayor sent a text message, you'll see the text message, inadvertently to one of the board members talking about canceling Revolution. You talk about a knife to the heart. I donated hundreds and hundreds of hours to these kids to try to provide them a pathway to develop through youth sport. And our mayor, on one hand, was telling me, we're going to get to bottom of this. We're going to fix this. We're going to make it right. And on the other hand, inadvertently sent a text that he was going to cancel the program. Hundreds of kids and families would have been affected. It was apparent to me in that moment that not only was nothing going to happen, no transparency, no accountability, but it was worse. And so in an effort to try to bring some attention to this, I resigned, as well as our Executive Director and the remainder of the board. Those resignations are in here. You'll see those. You can read them. The interesting thing about that is, in anticipation of that resignation, I was still trying to take care of our kids the best way I could. So I had a phone call with Ms. Duncan and the mayor. There's emails there. They kind of confirm these phone calls. And I talked about, hey, why don't you look at maybe bringing in a third party to run this program? That would get it away from Danny and the city, these misrepresentations. It will provide clarity. It will provide high-level programming and it could provide a pathway to have the sports tourism opportunities that we really need. They're crucial for us as a city. And so you'll see an exchange of emails there where I recap and summarize at that point, ten months worth of frustration on trying to get a response from the administration, from the mayor, to get something done. One of the things I want to point out is, is Ms. Duncan did respond to my emails. Each time I emailed her, the mayor did not respond, and importantly, never refuted a thing I said. Never took issue with it, never clarified a point. That's important. And I think it's important because as soon as we resigned, the mayor gets on KAIT and says the kids are his priority. We're going to make sure we take care of this. That's number one. Well, that's what I'd been hearing for almost a year and it hadn't happened. I've got in here, too, some additional information. Not only did the mayor not do anything, you saw the tourism awards. The administration nominated Danny for Sports Tourism Person of the Year in October of 2025, knowing that for then, over a year, concerns had been expressed about misrepresentations that he had made regarding finances, City Star structures, conflicts of interest, et cetera. That information is in here. And instead of addressing those, it was more important that we put form over substance, that we gave a public image that

everything was good and everything was fine. So let's just keep doing what we're doing. The mayor also said he was going to get an audit of City Stars, which is interesting, because when you see the email exchanges that I had with Ms. Duncan, originally, on the phone call, I was told they didn't really know much about City Stars, but if I wanted something done with soccer, I'd have to go to that board. Later, it looked like we had a little more information about City Stars. But if we don't know anything about it, I don't know how we get an audit of it. But we had one. And there's a clip in here that's interesting, and I would encourage you guys to go back and look at a particular finance meeting where that audit was presented. Alright, Councilmember McClain, asked a really important question in that meeting. He asked the auditor and he asked Danny, he said, So, if I do work for City Stars, I get a 1099, and I don't get paid in cash. And Mr. Kapales stepped up here to this podium, and he said, Correct. Absolutely, nobody's paid in cash. You'll see an excerpt, and hear the transcript from that finance meeting, where that line is omitted. I don't know why. That's a really important line to leave out. Given the history that you'll see in here, and the concerns about finances and money, to leave out that line and at that critical juncture, is very troubling to me. I don't know what it means, but I just know it's troubling. I encourage you to go back and look at it. You'll see a timestamp in that photograph from there. I think it's easy in this moment to just say, well, that was all Danny. He has now resigned. We all know the Department of Justice is investigating or did or was, don't know the status of that. So it's easy to blame. But I want to quickly talk about a couple of things, and I'm going to get to the heart of this, okay? I just wanted to get the background out, and I apologize, it's so lengthy, but it's a lot of information. But, recently, I coached this team, volunteer, wonderful, amazing 12 and 13 year old little girls. Great, all members of this community, their parents and they just want to play soccer. So I texted our soccer coordinator and asked for a field on December the 12th and was told, no, Lights at the Park is out there. But, the Park is going to be closed maybe until March and somebody would follow up with me. So I followed up on December 23rd, having not heard anything. No, the park is closed, Lights at the Park. You'll see pictures and some advertisements in here. I started going out to the park because I knew that wasn't true because on December 21st, one of my daughters participates in what's called the Olympic Development Program, and they held an event out of Joe Mack. So I knew that people were using the park. I was out there, and my daughter was out there, and frankly, they should be. That's what it's for. We've got these wonderful turf fields. Let's use them. Right? I again followed up and was basically directed to Mr. Stearns for a response. Mr. Stearns said the same thing. The park is closed. And this is no shot, by the way, on either our soccer coordinator or Mr. Stearns. They're just the messenger. I understand that. Okay. Closed, but I had been going out there, and you'll see pictures that I dated. I took pictures of people using the park every single time I was out there, soccer fields, playground, walking, all the things. The park was very active. I'm glad, glad for that. But I was continually denied access. Interestingly, when Mr. Stearns responded to me, he copied Mr. Richardson on the email, which I found very peculiar. I know Ms. Duncan will appreciate this, but a park is a public forum under the law. And you can't deny equal access to a public forum. You have to provide access on the same terms and conditions, and I knew that I was being denied access on the same terms and conditions. And while I could tolerate that personally, I was not willing to tolerate that on behalf of the kids that I volunteered to coach. It's not fair to them to not get access, to have to go out to a park that's muddy. I was told to go to Miles Park, we could use that one. I went out and took pictures of Miles Park, muddy, there's no nets, the goals are in disrepair if you can call them goals. But everybody else got to go to Joe Mack.

Another situation just this morning, Premiere Training Academy sent a letter separating their relationship with Revolution. I want to be clear. I have nothing to do with Premier Training Academy. I know some of the people involved and they are

wonderful people. So I'm not speaking on their behalf. I just read their public statement and it's included in here as well, so you all can have the benefit of reading it if you like. But they severed their relationship, but when you read their statement, again, I can't speak on their behalf, but I think it speaks for itself. A lot of the same problems I am describing. Misrepresentations, misinformation, denial of promises, et cetera. My point with all that is, is that we're at a crossroads. I know I emailed you all on December 10th and I encouraged us as a community. While the Department of Justice Investigation into Danny Kapales is tough, and no community wants to go through that, it is an opportunity for us as a community to pause and to say wait a minute. Is what we were doing the right thing for our community, and even if it was back then, is it the right thing moving forward? I encouraged us to pause, and to get a sports advisory panel, I want to applaud Mr. Gibson. Following that, I don't know, Mr. McClain and Mr. Bryant express some support for that and Mr. Gibson took some steps, some public works committee, and to reactivate the Parks and Rec Board. I appreciate that. I think it's an incredible first step. I want to thank you for that. I think that was important. But I would ask the council to empower that committee, or start another, whatever you guys see fit, to really vet all the options. For us to pause. And this is part of the solution that I want to be too. Because we need these things to be active. We need Southside and Joe Mack, just like a Ridge, to be active. In order for this to work, and I can tell you from my experience on the Public Facilities Board, this is key. All of these have to be hand in glove. And we really need that committee to be empowered to vet all the various options. There's a lot of options out there, and I won't try to go through them or pretend to know them all because I don't. Some communities use a vendor model, some, you know, just like the organization, Craig, that's going to be doing the Ridge. Right? That's a vendor model. And they obviously do it all over the country at a very high rate. I think that's great. I think for some of our other sports, we ought to at least consider that. But the bottom line is, I would ask that this council be thoughtful in how we proceed. I know you will. I have said that repeatedly in my information, you'll see it in the emails when you read them. I believe in this group. You wouldn't serve on this, on this council, if you didn't have the best interest of Jonesboro at heart. I believe that. You can do a million other things with your time. You guys have lots of important things to do. But I believe in you and that's why I'm here asking you, pleading with you, to take the time to empower this committee to get this right. Let's stop making rash decisions. Let's stop just hurrying to put form over substance. Let's take the time to get this right. I appreciate your time tonight. I'll be glad to answer whatever questions you have. I'll provide these binders to you with the information that I'm referenced, it's got the text, the emails, it's got all the things, okay? Any questions from anybody at this point for me? Again, I apologize for the length of time. I appreciate the opportunity to visit with you. If there's anything that I can do in the future, please reach out. With that, I believe, Mr. Morgan is going to provide some update on some financing. And while he's doing that, I'll pass these out to you.

A&P Chairman Jerry Morgan said, thank you Mr. Modelesky. I'm Jerry Morgan, Chair of the Jonesboro Advertising and Promotions Commission. I've been doing this for seven or eight years now. You know, on the screen in front of you, is the hotel revenues for 2025 and all the years prior to that. As you can see, we hit \$942,000, on the 3% hotel revenue, that was a 0.6% increase from 2024. If you saw that we were down 4.2% in 2024, we were on a pretty good trend from 2021 to 2022 and then kind of leveled out over the last couple of years. I will say, you know, I'll go through that one, and, you know, our 1% hotel revenue follows the same trend, as you can see. That is that those funds are specifically used for city partnerships with the A&P Commissions at the city's request. The last one was the soccer fields that I think we started that in 2023. We just finished paying for that at the end of 2025. So we have about \$300,000 a year coming into that fund that could be used going forward for another project. I will reiterate some of Matt's topics. Again, it's very uncomfortable to

talk about these things, but I think it's important that we get it right going forward. You know, again, one of the big things that we did, a couple of years ago, is we approved \$2.5 million towards soccer fields. A&P paid for half of that. When it was presented to us in 2023 by the previous Parks and Rec Director and Matt Modelesky in the A&P meeting, the plan was for turfing the fields so we could increase our rec league and also host outside tournaments. That was the plan, that was the economic driver behind it. Fast forward to the beginning of last year and we did partner with Matt and them. We had the opportunity, I think, to host over four outside tournaments this past fall. We did get some numbers from sports facilities. One tournament would have brought in about 60 teams and would have an economic impact of \$1.5 million dollars per weekend. That would have been a total of \$6 million, up to \$6 million dollars in economic impact to our hotels. And you can see what this would probably do to our hotel revenue, it'd obviously increase it. I will reiterate what Matt said. We were denied getting dates for that. We were denied that from the previous Parks and Rec Director. I met with the mayor and some others and was told that we will work on it and never heard back. He did give me a response that he was going to make sure that we did nothing that would affect the rec league kids which I appreciate that. But I think it's important to note, we have always partnered together with rec league and outside tournaments. We've done it over the years on Jonesboro baseball boosters. We've done it at softball. We have done it at volleyball and that's never been a problem. It's not a problem for other cities. But last year, we were denied those dates for economic development for our city and hotels and restaurants. I'm not going to reiterate a lot of things that Matt brought up, but, I mean, there are some concerns that were raised, that were raised by me and some others last year. And again, our position is, not only the economic development of the sports programs for our city, but A&P has given City Stars organization over \$150,000 over the last five or six years. So that's money that we gave them, at their request, to help fund youth programs for low to moderate incomes to kids that couldn't afford it otherwise, and also for trophies, and that's sort of thing. So let that sink in please. We gave that money. We also thought it was part of the city. We thought it flowed through the city, that was on us. I think everybody, many of the people in the A&P, many people within the city, thought that the City Stars money was part of the city. We did not find out until after that, that it did not flow through there. You know one question that I raised a couple of times last year after the concerns were raised, is why would Legislative Audit not review this. And I understand the response I got what it was a 501C-3. It was a separate organization from the city that we received. But what I don't understand is you had city employees on city time, using city facilities, using city trucks and vehicles, and the only thing that wasn't part of the city was the collection of funds that was going through a portal for City Stars. I would think that that would be a red flag that would require Legislative Audit to come in and review that. I know we get reviewed from A&P on several different occasions. So, I don't know who talked to Legislative Audit or what was told to them, but I would think that that would be an item that should have been looked at, especially with the concerns. It would have been very easy to internally review this instead of having to get an outside audit for a further investigation. I would also ask each of you to please go back and look at the finance meeting. I'm not going to go through all of the quotes. Go back and look at the finance meeting of, I think it was July of this last year, and review that because there are several key things in there that are all red flags, from not much money was collected, not much money was involved. It's such a small program. All we were asked to review was the field usage fee. I mean, all of those things are concerning, especially when you allow somebody to request their own audit after the accusations that were made to them. Lastly, and I'll finish it with this, our community is made up of volunteers. It's hard to find good volunteers that actually want to serve in our community and be very active. It's hard. I mean everybody's busy. Everybody's working. You know, through this process, I don't know how many volunteers we lost last year. It was 8 to 10. I'm not sure how many were on that board. But they raised

concerns over programming, they raised concerns over field usage, and then they raise concerns over financial irregularities. And nothing happened, and they finally said, to heck with it, we're going to give up. There's no sense in fighting this and we don't want to be a part of this if there's no transparency. So we've lost volunteers there. It's very, very frustrating. It's frustrating. I'll end it with this, I think at the last city council meeting, the mayor's comments, said, I have talked to several members of our Parks Advisory Committee, and I know Jim has talked to most of them, if not all of them, as well as to them, about our youth sports programs. I don't know who talked to them or who communicated with them, but I've talked to several, had several call me, and is like, obviously, you have been talked to, I haven't heard anything. Most of them have not been talked to anybody before that city council meeting, the last city council meeting. If I'm wrong, let me know. Let me know who you talked to because several of them said, I have not, they have not heard from anybody. And we're making decisions on programming, going forward, just like nothing happened without any input from stakeholders. The A&P has not been involved, the Facilities Board hasn't been involved, and it seems like most of the Parks Commission has not been involved. So why would you go through and start making decisions without the input from the stakeholders? You know, I will follow up with what Matt said, and I appreciate what Chris, Mr. Chris is doing on this, is we need a separate commission that is focused on sports, that has actual input, and it also reports to the city council, because, obviously, the path that we have taken previously hasn't worked well for our city. So with that, I will answer any questions that you may have. Let me also say, the path we've gone through last year has not been easy, but it does also show that there's a significant upside to what we have available. With the projections we have on RAC Center, it also shows us that we have a significant potential at our other facilities that Matt mentioned, but we've got to get it right, and we've got to get the programming right, because all of this revenue has to pay for this facility. If it doesn't, it's on all of us. It's on every one of us. I mean, Matt and I are volunteering. We can walk away any time. The reason we haven't, and people have asked, why are you keeping doing this? There's times I don't know. But the main reason Matt and I talked about last year, is we wanted to make sure that the RAC Center didn't fall under the same issues that Joe Mack has and that's why we're trying to keep it independent and keep community oriented in a volunteer organization controlling that and working on it and working on a partnership with the city on that. So with that, any questions or any comments?

Councilmember David McClain said, I got a question, Jerry. Thank y'all for being here, you and Matt taking time and serving our community. So I appreciate that greatly. One, I think the biggest thing and one of the questions I've been asking about is cashless. Will RAC be cashless or will that be a combination? Mr. Morgan said, I don't know the answer to that. Ms. Duncan said, I really believe there was a court ruling recently that said you can't be completely cashless, that if somebody tenders legal tender, you have to accept it. Now, you can be mostly cashless and give those opportunities, but I don't think you can declare completely cashless. Like, I think ASU's been going through trying to refigure out what they're going to do because they did go cashless inside the stadiums, and they're trying to figure out how to do both. But you can go mostly cashless, for sure. Mr. Morgan said, I think there's definitely ways to put controls in place to make sure the cash is handled properly. Councilmember McClain said, I think the other question to follow that up, have we started working on a cash handling policy in that we've got this group, this person's counting or can we spell that out? Maybe bring that to us and give us an official this is our procedure. This is our policy that we will follow each and every time. Because I remember going back and looking at the finance meeting that they referenced and it was three people counting it, counting the money, but it doesn't say who the three people are and their role in the city. So I think we do need to outline, is it somebody from finance? is it somebody from, you know, the different, whatever. But at the same

time, we need to have a policy around that. So I would love to see us bring that back, maybe to finance and give us... But Mr. Chairman, what do we have available? I see this extra one percent. What do we have available to spend? And have we had, have you used it? Have you not? Mr. Morgan stated, it's a good question. We just finished the three-year allocation we did from the soccer fields. And so we have this fund can be used for a project going forward. Again, that is designated for a city requested project. The city brings it to A&P and we partner with them on funding that we can do, you know, one year, two, year, three year, project for that. I can tell you in our last year's planning meeting for A&P, and one of my personal goals, is as a community, as a city, we need to find a way to get the Shooting Sports Complex finished. We have got to get that done. It's going to take a final facility out there. The main facility, I think the estimates are \$3-4 million dollars. If we all pull together, we could find a way to get that done. We need some leadership that's going to take that and roll with it. We've talked several times. We are still waiting on a solution. I think A&P could come up, could use this money over a three or five year period to help with that. You know, a million, a million five, I think A&P would have some additional money, possibly, after the sports complex gets finished, to put towards that. I know the Facilities Board has expressed an interest in that. So if we all put our heads together, we can get that done, but that is a huge economic opportunity that we are wasting out there. It is well ran. The individuals out there work really, really hard. We could host a lot of regional tournaments if we had the final building. We basically just, we built it, and we have not completed it. It's like having a house without a front door on it. We need to get that finished. So that would be my recommendation. Obviously trying to find partnerships for that. So, anyway that's where we're at there.

Councilmember McClain said, the last thing I'll say in regards to this, I know the RAC is going to be, somebody else will run that out. I can't remember the name of the group. Mr. Morgan replied, Sports Facilities. Councilmember McClain continued, Sports Facilities Group, they're going to run it day to day, tournaments, et cetera. I really feel like we need to look at moving our sports outside of the city and making it something that we have a separate entity, their responsibility is our youth sports program. Now, there are some other cities that do it. We don't have to reinvent the wheel, maybe reach out to them and say, what are you doing? Help us make this happen. Number one, to make sure we don't have any things that have happened in the past. So, you know, that's my preference, but we'd love to see that happen as well. Mayor Copenhaver replied, thank you councilman. Mr. Morgan said, again, that's a huge option that could be done. There's several companies that do that. Several companies that do that programming, a lot of cities are going to that model, because the advantage you get is those people, they know how to run a tournament and they can bring teams in for those tournaments. So I would think that's something we could definitely look at, get bids on it, and if we don't like it, we keep doing what we're doing. And, let me be clear, the current Parks and Rec Department does an outstanding job. I don't want any of this to be a reflection on anything anybody has done in that department. They look great, their mode, everything looks really, really good. So I think we've got to maybe really, really keep that in the back of our minds. And also, you know, programming is just one part of the Parks and Rec. Any questions? Any other comments? Mayor Copenhaver said, thank you Jerry.

Read

5. CONSENT AGENDA

Councilmember Chris Gibson motioned, seconded by Councilmember Joe Hafner, to adopt the consent agenda unless any changes are noted. Councilmember Brian Emison said, actually, I'm sorry, I do have an item to remove mayor. That's going to be RES-26:004. Councilmember Gibson said, I will amend my motion to reflect that. Councilmember Hafner said, second. All voted aye.

Approval of the Consent Agenda

A motion was made by Councilperson Chris Gibson, seconded by Councilperson Joe Hafner, to Approve the Consent Agenda. The motioned PASSED

Aye: 10 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Janice Porter;John Street;Charles Coleman and LJ Bryant

Absent: 2 - Anthony Coleman and Ann Williams

[MIN-26:002](#)

MINUTES FOR THE CITY COUNCIL MEETING ON TUESDAY, JANUARY 6, 2026

Attachments: [CC Minutes 01062026.pdf](#)

This item was passed on the Consent Agenda.

[RES-25:201](#)

A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE RIGHT-OF-WAY AT 3229 S CARAWAY ROAD FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

Attachments: [Signed Offer and Acceptance.pdf](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-019-2026

[RES-25:218](#)

RESOLUTION TO EXECUTE A TRAFFIC CONTROL DEVICE AGREEMENT TO MAINTAIN TRAFFIC CONTROL DEVICES AT THE INTERSECTIONS OF HIGHWAY 1B AND FOREST HILL ROAD AND HIGHWAY 1B AND PARKER ROAD

Attachments: [100881 Jonesboro Signal Agreement.pdf](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-020-2026

[RES-26:001](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 910 MARCOM DRIVE, PARCEL 01-143251-04100, OWNED BY WILDA SEATS IN THE AMOUNT OF \$275

Attachments: [01. 910 Marcom Notice of Violation.pdf](#)
[02. 910 Marcom Billing Request.pdf](#)
[03. 910 Marcom Mowing Invoice.pdf](#)
[04. 910 Marcom Council Notice.pdf](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-021-2026

[RES-26:002](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 224 S. MCCLURE, PARCEL 01-144183-13600, OWNED BY CITIFIRST, LLC IN THE

AMOUNT OF \$275

Attachments: [01. 224 S McClure Notice of Violation.pdf](#)
 [02. 244 S. McClure Billing Request.pdf](#)
 [03. 224 S McClure Mowing Invoice.pdf](#)
 [04. 224 S McClure Council Notice.pdf](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-022-2026

[RES-26:003](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 234 S. MCCLURE, PARCEL 01-144183-12700, OWNED BY CITIFIRST, LLC IN THE AMOUNT OF \$275

Attachments: [28529792-255686 234 S McClure.pdf](#)
 [29334505-234 S McClure 255686.pdf](#)
 [29819088-255686 234 S McClure Mowing Invoice USPS 9589 0710 5270](#)
 [29959769-255684 255686 224 234 MCCLURE NOTARIZED AFF CITIFIR](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-023-2026

[RES-26:005](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING AN AGREEMENT WITH AXON GROUP, INC. TO PROVIDE BODY WORN CAMERA, VEHICLE CAMERA, AND TASER EQUIPMENT FOR CITY DEPARTMENTS

Attachments: [Jonesboro PD Revised Axon Quote w NAF DEC 2025, R1.pdf](#)

This item was passed on the Consent Agenda.

Enactment No: R-EN-024-2026

RESOLUTIONS REMOVED FROM THE CONSENT AGENDA

[RES-26:004](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 01-144214-13300 ON NELMS, PARCEL 01-144214-13300, OWNED BY STONE PARTNERS, LLC & CSC INVESTMENTS, LLC IN THE AMOUNT OF \$315

Attachments: [01. 01-144214-13300 on Nelms Notice of Violation.pdf](#)
 [02. 01-144214-13300 on Nelms Billing Request.pdf](#)
 [03. 01-144214-13300 on NelmsS Mowing Invoice.pdf](#)
 [04. 01-144214-13300 on Nelms Council Notice.pdf](#)

Councilmember Brian Emison said, mayor, the reason why I asked this item to be removed this evening is that lien has been satisfied. I'll make a motion to table indefinitely. Councilmember Dr. Charles Coleman seconded the motion. All voted aye.

A motion was made by Councilperson Brian Emison, seconded by Councilperson Charles Coleman, that this matter be Postponed Indefinitely. The motion PASSED with the following vote.

Aye: 10 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Janice Porter;John Street;Charles Coleman and LJ Bryant

Absent: 2 - Anthony Coleman and Ann Williams

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-26:001

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR A CHANGE IN ZONING BOUNDARIES FROM R-1 SINGLE FAMILY MEDIUM DENSITY DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 2620 ALEXANDER, JONESBORO, ARKANSAS, AS REQUESTED BY PAULA THOMPSON

Attachments: [App_2620Alexander](#)
 [MailReceipts_2620Alexander](#)
 [Staff Summary RZ_26-02](#)
 [Rezoning MAPC 1.13.26](#)
 [Receipt](#)

Councilmember John Street motioned, seconded by Councilmember L.J. Bryant, to suspend the rules and offer ORD-26:001 by title only. All voted aye.

Held at one reading

ORD-26:002

AN ORDINANCE FOR THE APPROVAL OF A PRIVATE CLUB PERMIT FOR MONARCA'S MEXICAN RESTAURANT, LLC

Attachments: [Application Redacted](#)
 [Lease Agreement](#)
 [Receipt](#)

Councilmember John Street motioned, seconded by Councilmember Brian Emison, to suspend the rules and offer ORD-26:002 by title only. All voted aye.

James Elwyn Hinds, 508 Ridgecrest, said, I noticed we had two of these and by the way, what does application redacted mean? Does that mean that there is information they don't want the public to have until they can get their permits? City Clerk April Leggett said, Mr. Hinds, I'll answer that question for you. If they've listed a social security number on that, that has to be redacted. Mr. Hinds said, okay. Folks, when is this going to stop, you know, the citizens of Craighead County have at multiple times voted for this to be a dry county. And there is no respect for that vote at all. You know, it's yeah you voted, but we run things. It's almost like a dictatorship. The votes of the people don't mean a thing. We need to put limits on this. There's lots of things, and I want you all to know if you haven't looked up the law, because some people like to blame it on the alcohol control board, but the alcohol control board is only an appeal situation. They fairly well are bound by whatever you all decide. You all have a lot of power when it comes to whether or not to grant these private permits. You all can limit them, and let me say, I think there needs to be a number set of how many, and now, I would recommend, one for every 2,000 residents of the city. Of course, there is a matter that we have a lot more than that permits out there already. But we need to think about, you know, the citizens of county voted this thing dry. When are

we going to start paying attention to the citizens instead of to the liquor money?

Held at one reading

[ORD-26:003](#)

AN ORDINANCE FOR THE APPROVAL OF A PRIVATE CLUB PERMIT FOR WALK-ON'S SPORTS BISTREAUX

Attachments: [Application Redacted](#)
 [Lease Agreement](#)

Councilmember John Street motioned, seconded by Councilmember Brian Emison, to suspend the rules and offer ORD-26:003 by title only. All voted aye.

Held at one reading

7. UNFINISHED BUSINESS

ORDINANCES ON THIRD READING

[ORD-25:041](#)

AN ORDINANCE AMENDING THE MEMBERSHIP OF THE STORMWATER MANAGEMENT BOARD

A motion was made by Councilperson Chris Moore, seconded by Councilperson Chris Gibson, that this matter be Passed. The motion PASSED with the following vote.

Aye: 10 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Janice Porter;John Street;Charles Coleman and LJ Bryant

Absent: 2 - Anthony Coleman and Ann Williams

Enactment No: O-EN-006-2026

[ORD-25:045](#)

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO PD-R LUO FOR PROPERTY LOCATED AT CORTE BELLA

Attachments: [Application](#)
 [Plat](#)
 [Publication Receipt](#)
 [Staff Summary RZ 25-18](#)
 [MAPC Minutes 12.09.2025](#)
 [Receipt ORD 25.pdf](#)

A motion was made by Councilperson Chris Moore, seconded by Councilperson Joe Hafner, that this matter be Passed. The motion PASSED with the following vote.

Aye: 10 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Janice Porter;John Street;Charles Coleman and LJ Bryant

Absent: 2 - Anthony Coleman and Ann Williams

Enactment No: O-EN-007-2026

8. MAYOR'S REPORTS

Mayor Harold Copenhagen reported on the following:

So, good evening, everyone, and we're three weeks now to 2026, and as expected it's cold, and the wintry precipitation is in the forecast. I'm sure that Steve Tippen and his road crew are looking forward to that, but as Ronnie Sturch and all of our emergency response departments prepare, let's be mindful of the safety of our families and neighbors, too. The Street Department will be busy this week in preparing and will remain in close contact with ARDOT to be ready for mother nature. Warming centers, which are the community centers, will be open and JET services will operate as much as possible. The Salvation Army, again, is helping with overnight shelters and meals.

Even though the Dr. Martin Luther King Day parade held yesterday was chilly, it didn't stop the enthusiasm. The Drum Corps and Steppers performed, brought the energy, and it was great to see the size of the crowd to celebrate an important work of such an iconic and brave leader in our history. And the trolleys took part in the parade as well. I had the honor of being one of the speakers at the ceremony, which followed at the ASU Alumni Center, joining leaders of various organizations working together to bring our community together.

Lots of exciting plans now are going on at our airport. I attended the airport commission meeting last week and along with new construction, which is totally visible, the improvements are being made. There's genuine interest. We had outside interest in multiple groups for commercial jet service, which is now leading us in a new direction. And the commission will decide at what point in time in the years to come that we'll be providing that opportunity for our residents. So these improvements are leading us in that direction. So it brings me, at this point, to additional safety features for travel at the ground level.

I want to say thanks to ARDOT. You'll be seeing safety features added on Johnson and Caraway. Right now, the HAWK Light on Johnson gets about 100 pushes a day. ARDOT will soon be adding another HAWK light. Now, council, this is on top of the one that we're going to have out by Parker Park, the one on Johnson, they're adding an additional HAWK light on Johnson at their expense because they've seen it pay off with relevance. They will also add a rapid flashing beacon near Textbook Brokers as well. And then at Caraway and Johnson, they're going to be making some combined traffic features enhancement for the safety crossings of those pedestrians. We continue our efforts to improve both vehicle and pedestrian safety.

Speaking of plans, be on the lookout from some public input meetings on our master growth plan. Now, as we move forward with that master growth plan, we're looking for anywhere from what, Derrel, about 10 to 15 local meetings. The majority of them are going to be, hopefully in church facilities. We want the input of the community, that honestly, we want to engage community members that don't engage themselves on a normal basis on our master growth plan. This is really key for the future development of Jonesboro. So we'll be providing that.

Speaking of growing, I'd like to make an introduction. Jim, if you would, please come forward. I think everybody is well aware, and if you haven't met Mr. Stearns, I would garner for you to do so. He's a talented individual, and I'm very pleased that he has accepted the position as the new Director of Parks. And I'd like to give him a minute to discuss some of the plans and visions for the future of our parks.

Parks Director Jim Stearns, said, thank you, Mayor. I appreciate that. Nice to see everybody tonight. I'm excited about this challenge in front of me. I really am. I'm really looking forward to working with various community groups and individuals that

are concerned about youth sports and how we run those youth sports programs. Our goal is to be more accountable, more transparent, and continue to improve the opportunities for kids to play and enjoy sports in our community. Coming up this year, right now, we've got sports registration for youth sports, open for rec basketball, rec soccer, softball, flag football cheer, Miracle League pickleball and Miracle League basketball coming up. We're really excited about that. My team rallied together and pulled together off the Icebreaker J.O. Volleyball Tournament this past weekend. Just real quick, we're looking really forward to the Ridge. Can't wait to have one solid place for conducting large tournaments. We were at 15 different gyms on 22 courts. We had 9 concession stands. We had 86 teams this weekend. We had 21 teams within 10 miles of Jonesboro. We had 65 teams that were within 25 miles of Jonesboro. We had 10 teams that traveled over 150 miles. Our farthest was a Cornerstone Volleyball Club, 175 miles away from Elkhorn, Mississippi. They brought 2 teams to Jonesboro for the tournament. We had a total of, well, nearly 2,000 spectators, adults. We had 1,955 of that 270 were youth spectators. We had a great weekend. We had a really, really good weekend in Parks. The Parks team pulled together and pulled this off. We had a lot of interaction with people. We talked about the Ridge and we talked about the future, hoping that maybe this would be the opening event of next year's Ridge Grand Opening. With the number of courts and consolidated facilities, we think it'll just be even a bigger tournament potentially for us. I'd really like to say that we welcome input from all community groups to help us moving forward. You know, we're just trying to make things work for the city. We're trying to improve youth sports and youth sports opportunities, and continue to work forward towards that motion. I appreciate the opportunity and look forward to working with each and every one of you guys. Mayor Copenhaver said, all right, Jim, thank you very much.

So, many of you know that some of our directors and staff, as well, went to the Arkansas Municipal League Winter Conference in Little Rock last week. It's always interesting to hear about other community's challenges and solutions, as well, the level of topics that impact us. And I'll admit that the awards lunch and Jonesboro name was called out numerous times, and it's always wonderful to see among your peers, but I believe we won awards because of the community's engagement. You've heard us mentioned that Volunteer Community of the Year, and that's who we are. We are volunteers, and it's been said here many times this evening. That's what sets Jonesboro apart. That's who we are, and that's who we'll continue to be.

So, we have wonderful plans for the vision and the future. I would like to go ahead as well and for community members, we are looking for volunteers on many of our committees. So please access our city website, find a committee that you would like to engage yourself with, and please put in your application to participate.

9. CITY COUNCIL REPORTS

Councilmember John Street said, Oh, I was glad to hear Mr. Morgan's offer for A&P to work with the city to finish the Shooting Sports Complex. I hope there's a way that we can get together with them and finish the investment we have out there to maximize the economic opportunities that it will bring to the city. It's a great facility, and all we need is that building, and I think that would reap great economic benefits for us. I mean, I think we'd really see them. So hopefully we can get on board with that and get that done.

Councilmember L.J. Bryant said, Oh, boy. I don't know what's on Kevin's mind, but tonight reminds me a little bit when I sold real estate full time, I was showing a house and I got bit by a dog. And the person that I was representing that I was going to make money off of acted like it didn't happen. I mean, it was unbelievable. The guy

never said a word about his dog biting me. We had a shark bite tonight and the mayor read from a script, like a robot, talking about weather. So the folks that are concerned about stuff, the mayor's not going to do a thing about it. So it's going to be up to this council for us to make change. I mean, the FBI has been in city offices, and we're sitting here acting like everything's just going great. So it's time for us to get serious.

Councilmember Joe Hafner said, I think it's always good to have input and I think we have plenty of opportunities for improvement. Thank you.

Councilmember David McClain said, I think one of the things that was brought up tonight as Matt said was tough. I'm concerned. I don't know if we have...a concern of mine is that we saw minutes that were altered. I'm just curious if somebody can give me some clarity on why something was removed. City Clerk April Leggett stated, I will allow you a response to that. There is an ongoing investigation and that will exonerate our office. City Attorney Carol Duncan said, I agree, it will. I mean, I don't know how much we can talk about the FBI investigation, but they investigated that and they found no wrongdoing on that. Councilmember McClain responded, to remove, to alter the minutes? Ms. Duncan replied, it wasn't altered. The minutes weren't altered. I think what happened is the phone rang. I believe it was the time that my phone, unfortunately, went off during a meeting of all the great timing. And, I think that disrupted when the minutes were being typed. And yeah, we've all answered questions about that, and they found no wrongdoing on the part of the City Clerk's Office on the minutes. And that's who is 100% in charge of the minutes. I don't have any say so on the minutes nor does anyone else. Councilmember McClain said, yeah, that's all I got.

Councilmember Chris Gibson said, the only thing that I've got, Madam Clerk, is I think, and I mentioned this at our last meeting, just briefly, I would like for you to send out an email to the Parks Advisory Committee as well as the Public Services Committee, and see if we can arrange a good date and time that works for all parties involved to have just a popcorn session and a brainstorm session on how we really do need to move things forward and how we need to realign.

Councilmember Brian Emison said, I appreciate all the comments tonight, and as we move forward and talking about anything in regards to any cash controls or anything else, that, after having 15 years of retail banking, if there's any conditions or anything that I can help serve on to improve any cash controls or any motion forward, I'd be happy to serve on those.

Councilmember Janice Porter said, the council's first meeting in March falls on election day, and I will be working all day as an election official. And, I bring this up in case it would affect anyone else on the council or members of the public.

10. PUBLIC COMMENTS

Daniel Gary, 668 CR 763, said, for 12 years, I have coached here in town. 4,000 hours of coaching hundreds of our youth. One of the volunteers was on board that Matt mentioned because I believe our kids needed a good place, a place to grow that is built on honesty and integrity, not deception, not lies. While those of us on the board were operating in good faith, leadership, city hall was allowing a culture of deception. Core of the issue is simple, Parks and Recreation Director lied to volunteers and parents about our finances for years. It wasn't a secret for over a year. The board reported this to the mayor. He sent warning after warning to the mayor's office about serious financial red flags. You've got the documents now. Instead of stepping into protect the families, the kids, the mayor gave empty promises

that he would fix it. He never did. It's hard to ignore this period of stalling and ignoring it and hoping it went away. It occurred right in the middle of his re-election campaign. It feels like accountability was sidelined for political convenience, leaving volunteers to be misled and families to stay in the dark. After months of hitting a wall of silence and excuses, our entire board felt we had no option but to resign. After the resignation, the mayor met with me in my office, looked me in the eye and promised that we were going to find a path forward. He promised me three things. One of those is going to be getting Revolution financially independent. One of those, can be figuring out a way to help fund it. The other one was he was going to offer an apology to our board president for the repeated disrespect and dishonesty he showed. And to my knowledge, that apology has never been offered. And that's a shame. The city deserves better. What I saw with Danny was not poor communication, it was a deliberate coverup. When we discovered that the missing budget item for field usage, I asked Danny for a City Stars board roster so I could understand what was going on. Danny gave me a list of private citizens who I then followed up with. I called them. They didn't have a clue what he was talking about, what I was asking about. I followed up with Danny, sent him an email. He gave me a new list, all Parks and Rec employees that reported directly to him. It wasn't an oversight. The mayor's office was fully aware of every bit of this and failed to do a single thing about it. It's been 18 months since he received his first contact. And the mayor only made a single visible action once the FBI raided Danny Kapales's home and his office. Even then, the goal wasn't transparency. It was a power grab to take control of our youth sports programming. Letting the same leadership that turned a blind eye to years of financial deception, now, dictate the future of youth sports of Jonesboro is a mistake. Tells the public nothing's changed. I understand the instinct to wait for the outcome of that FBI investigation, but criminal investigations determine guilt. They don't determine whether this city's leadership has met its ethical obligations. Moral failures of the mayor and his administration are already documented, and they require action now. Let's be clear about the stakes. The mayor didn't just fail to protect youth sports, he failed to act when warned, allowed deception to continue, and in doing so, exposed this city to national scrutiny through an FBI investigation. All while prioritizing political expediency over accountability. If the council does not intervene now, the message is that protecting political power matters more than protecting our kids. I'm asking you to draw a firm line here and say that Jonesboro's not willing to accept that. You have an ethical and professional responsibility to step in, slow this down, and take ownership of what happens next. Youth sports should not be consolidated under an administration that prioritizes politics over the truth. This transition needs independent oversight and public accountability led by this council, with representation from the A&P Commission and the Public Facilities Board. Let's empower the sports advisory council that Matt and Jerry mentioned to make educated decisions about our kids and make sure they're taken care of. Our kids deserve a system they can trust. And I'm asking you to be the leaders, our city and our kids' need that is missing from city hall. Thank you.

Jolene Mullett, 2004 West Nettleton, said, I'm here tonight to talk a little bit about the Black History Museum at the E. Boone Watson Center. As you guys know, the E. Boone Watson Center is a cultural center for which there are a few in Northeast Arkansas. My understanding is that when the building was chosen to house the warrants division that it was supposed to be a short term solution. Currently, the community room is not able to be accessed for birthday parties, baby showers, family reunions for the community that it should be serving. And I understand that there are issues beyond the city's control. It seems like insurance matters, and the like, and that the city is making an effort to navigate the situation. With this in mind, I'm just wondering, what is the timeline for the center to be back in use for the community? Mayor Copenhaver said, we've got your name and address, and we'll get right with you. Ms. Mullett said, okay, thank you. Mayor Copenhaver responded, thank you.

Jeremy Terrell, 909 Pinecrest, said, I'm gonna try to be, I don't think I'll be as nice as Jerry or Matt, but here's the truth. The truth is, I got up here in April. I did the math. A math, I did the math and very few people took that math as math. It's incredibly frustrating. And the math that I did was only on soccer. It didn't include the other sports. And then I got asked, you know, by Carol to provide names to those that have been given cash. It's incredibly frustrating because, you know, Carol, I don't know you, so I don't, this is not, you're in the public eye, but you asking me to give you something instead of you going out and finding those names and asking around, that's incredibly frustrating to me. That, you know, your job is to make sure that we're acting as legal as possible. And, you know, with all due respect, I didn't have any confidence that if I gave you the names, anything would happen. And, that's not a reflection on you, it's just a reflection on the city administration as a whole. And at some point in time, we've got to start listening to the people of Jonesboro. At some point in time, we've got to quit talking about how awesome we are, and how awesome we're going to go, and what we're going to do, and look at all the stuff that we've done and really do these things. That's the important thing that we have to do. We have to move forward. And we have to do it in a way that protects kids, that protects the taxpayers, that represents the kids and the taxpayers, and the future of Jonesboro. And the problem is, you know, there's a lot of things going on that doesn't do that. And it's a total reflection of the leadership of our town. You know, case in point, the E. Bone Watson Center. I know that they were told that they would be opened up very quickly and that was told to them the first of December. And, you know, here it's the middle of June. (He said June, but most likely meant January.) And now they still don't even have an answer. And, you know, I don't know why we can't answer the young lady's comments right now. Just tell us. Or tell us what's going on so that we know. Tell us that we're looking for some property. Tell us that we're, you know, we're looking to lease something, something, transparency is everything. But to keep pushing things down the road and just saying, we'll get back to you, when we've heard that getting back to us, is it a real thing unfortunately. You know, we had an incident downtown where 50 people around 50 people were in a fight. It was atrocious. Those of you that have seen it, those of you that know about it is absolutely atrocious. Did anybody from the town get up and say anything? Did anybody get up and say, this kind of stuff will not happen in Jonesboro Arkansas? No. Nothing was said. It was atrocious. People almost lost their life. And our leadership didn't say anything. And we act like, you know, what? Like it wasn't a big deal? I can tell you if some of the national news would have got a hold of this and actually see footage from, like, the apartment and stuff, it would have been unbelievable. And yet we say nothing. You know, at some point in time, you guys know I'm critical. And man, I do. I try to be solutional too. And it's tough. But you guys are the oversight. You guys are. And it's important that you hold our elected officials accountable. If they're not doing their jobs, we would love to hear it during these meetings. And we would love the demand that we do better. We can no longer just sit by and act like things aren't happening. I called something a baby audit, and man, you'd thought I shot somebody. It was. Now we know, now we find out it was a baby audit. And we asked the person that is now being investigated by the FBI to pick somebody to do the audit. Like, that's crazy time. That's not transparency. That's not us doing our job and want to get to the root and cause of things. You know, Mayor, if you said to Matt Modelesky, numerous times, that he's probably paying himself, that's crazy. Mayor Copenhaver interrupted and said, this is the end your comments. Your comments are over. Mr. Terrell, your comments are over. Thank you. You had five minutes. Mr. Terrell continued, so, I encourage you guys to do better. And I know you guys are great people. Everybody on here is trying to do their job, and I get it. And it's a tough job and I just encourage you guys to take, to heed a little bit more about what's been going on and hold people accountable. Thank you.

James Elwyn Hinds, 508 Ridgecrest said, I'm going to end on what will hopefully be a more upbeat note. Most of you know we are supposed to have our first snowstorm of the season this weekend. Some of us are going to stay inside as much as we can. We need to remember that there are those that are going to be outside more than they normally would be because of this, trying to keep us safe. And, well, the police department, that's a given. You know that they're going to be working extra hours because of it and not only the police department, but the sheriff's office and some other police departments. Unfortunately, if something does happen, you might be having the fire department and ambulance drivers and tow trucks and these kind of emergency workers out. First, let me in advance say for myself, thank you to the people that are going to be putting in this extra time trying to keep us safe from this and any other snowstorms we have this winter. And I'm going to and some people may not think this is appropriate, but I want anybody who is in hearing range of me, whether it's in this council chamber. First thing, we need, all of us can do, is we can pray for these people that it'll be easy for them, and that they will stay safe, and if there's something that we can think of that can make their jobs easier on them as they do it, then let's do it.

11. ADJOURNMENT

A motion was made by Councilperson Chris Gibson, seconded by Councilperson LJ Bryant, that this meeting be Adjourned. The motion PASSED with the following vote.

Aye: 10 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Janice Porter;John Street;Charles Coleman and LJ Bryant

Absent: 2 - Anthony Coleman and Ann Williams

_____ **Date:** _____

Harold Copenhaver, Mayor

Attest:

_____ **Date:** _____

April Leggett, City Clerk



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-26:007

Agenda Date: 2/3/2026

Version: 1

Status: To Be Introduced

In Control: City Council

File Type: Resolution

RESOLUTION TO SET JUDGES, CLERKS AND ALTERNATE WORKERS FOR THE 2026 CITY, WATER AND LIGHT ELECTION

BE IT RESOLVED by the City Council of the City of Jonesboro, that the following persons be named as Judges, Clerks, and Alternate Workers to serve in the election for Directors for Positions 1, 2, and 3 of the City Water and Light Plant of the City of Jonesboro, Arkansas, an Improvement District, which election is to be held Thursday, February 19, 2026.

JUDGE:

Jamie Stahl	870-740-1494
Sherri Coffman	870-931-8606
Glenda Frangenberg	870-930-0598

CLERKS:

Kathy Gibson	870-243-2134
Linda Watts	870-761-3206

ALTERNATES:

Carol Falanga	864-437-0207
Nicole Scott	870-340-3776
Shawn Kelly	870-919-3987

The polling place for such election is hereby designated as the 1212 S. Church, Jonesboro, Arkansas.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-26:008

Agenda Date: 2/3/2026

Version: 1

Status: To Be Introduced

In Control: City Council

File Type: Resolution

A RESOLUTION TO SET A PUBLIC HEARING REGARDING THE ABANDONMENT OF A DRAINAGE EASEMENT LOCATED IN PART OF LOT 5R OF THE SECOND ADDITION OF BLOCK C, SOUTHERN HILLS, JONESBORO, ARKANSAS

WHEREAS, the property owners have filed a Petition with the City Clerk of the City of Jonesboro, Arkansas requesting that the City abandon a drainage easement in;

LOT 5R OF BLOCK C OF SOUTHERN HILLS. Being more particularly described as follows:

A 20.0 FEET DRAINAGE EASEMENT, BEING A PART OF LOT 5R OF THE SECOND ADDITION OF BLOCK C, SOUTHERN HILLS, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH CORNER OF SAID LOT 5R; THENCE, SOUTH 41° 11' 15" EAST, A DISTANCE OF 17.90 FEET; THENCE, SOUTH 50° 49' 31" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 50° 49' 31" EAST, A DISTANCE OF 202.90 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 00° 26' 35.04", HAVING A RADIUS OF 2586.34 FEET, AND WHOSE LONG CHORD BEARS SOUTH 39° 13' 29" WEST, A DISTANCE OF 20.00 FEET; THENCE, NORTH 50° 49' 15" WEST, A DISTANCE OF 203.16 FEET; THENCE, NORTH 40° 03' 04" EAST, A DISTANCE OF 19.99 FEET TO THE POINT OF BEGINNING; CONTAINING AN AREA OF 0.09 ACRES (4060.27 SQUARE FEET), MORE OR LESS, BEING SUBJECT TO ANY RIGHTS OF WAYS AND EASEMENTS OF RECORD.

WHEREAS, the Petition has been presented to the City Council of the City of Jonesboro, Arkansas;
AND

WHEREAS, Arkansas Code requires public notice before the above drainage easement abandonment can be vacated and abandoned;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jonesboro, Arkansas that the City Clerk is directed to publish a notice advising the public of the request by the adjoining property owners to vacate and abandon the drainage easement mentioned above and this

matter will be heard before the City Council on _____ at _____ o'clock, p.m., at
the City Hall, located at 300 S. Church, Jonesboro, Arkansas.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-26:004

Agenda Date: 2/3/2026

Version: 1

Status: First Reading

In Control: City Council

File Type: Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO RS-7 FOR PROPERTY LOCATED AT 1306 CHARLES DR. AS REQUESTED BY WESTON WAGNER.

BE IT ORDAINED BY THE CITY COUNCIL OF JONESBORO, ARKANSAS:

SECTION 1: CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS BE AMENDED AS RECOMMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION BY THE CHANGES IN ZONING CLASSIFICATION AS FOLLOWS:

FROM: **Residential R-1**

TO: **Residential RS-7**

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

Lot 19 of Pratt's Second addition to the city of Jonesboro, Arkansas as shown by plat in deed record 158 page 95 at Jonesboro, Arkansas, and to easements of record and shown on recorded plat. Parcel 01-144082-14600

SECTION 2: THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING STIPULATIONS:

- 1) That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual, Flood Plain Regulations, and Traffic Access Management Policy regarding any new development.
- 2) A final site plan subject to all ordinance requirements and illustrating compliance with the site requirements for parking, signage, landscaping, fencing, buffering, outdoor storage, dumpster enclosure, sidewalks, etc. shall be submitted, reviewed, and approved by the Planning Department prior to any redevelopment of the property.
- 3) Any change of use shall be subject to Planning Department approval in the future.
- 4) This development shall comply with all Overlay District requirements.



Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA
PLANNING COMMISSION
Jonesboro, Arkansas

Meeting Date: _____ Date Received: _____
Meeting Deadline: _____ Case Number: _____

LOCATION:

Site Address: 1306 Charles Dr. Jonesboro Ar 72405

Side of Street: North between Mays Rd. and Mabrey LN.

Quarter: _____ Section: _____ Township: _____ Range: _____

Attach a survey plat and legal description of the property proposed for rezoning. A Registered Land Surveyor must prepare this plat.

SITE INFORMATION:

Existing Zoning: R1 Proposed Zoning: RS-7

Size of site (square feet and acres): 20,770.59 sq. Ft
(0.48 Acre) Street frontage (feet): 104.78'

Existing Use of the Site: Vacant R1 Lot

Character and adequacy of adjoining streets: Residential

Does public water serve the site? Yes

If not, how would water service be provided? _____

Does public sanitary sewer serve the site? Yes

If not, how would sewer service be provided? _____

Use of adjoining properties:

North Residential

South Residential

East Residential

West Residential

Physical characteristics of the site:

Vacant Lot

Characteristics of the neighborhood:

Single Family Residential Houses

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is on the public meeting schedule. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

REZONING INFORMATION:

The applicant is responsible for explaining and justifying the proposed rezoning. *Please prepare an attachment to this application answering each of the following questions in detail:*

- (1). How was the property zoned when the current owner purchased it?
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?
- (3). If rezoned, how would the property be developed and used?
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?
- (5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*?
- (6). How would the proposed rezoning be the public interest and benefit the community?
- (7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?
- (8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?
- (9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.
- (10). How long has the property remained vacant?
- (11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?
- (12). If the rezoning is approved, when would development or redevelopment begin?
- (13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.*
- (14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

OWNERSHIP INFORMATION:

All parties to this application understand that the burden of proof in justifying and demonstrating the need for the proposed rezoning rests with the applicant named below.

Owner of Record:

I certify that I am the owner of the property that is the subject of this rezoning application and that I represent all owners, including spouses, of the property to be rezoned. I further certify that all information in this application is true and correct to the best of my knowledge.

Name: Weston Wagner
Address: 336 Natchez Dr.
City, State: Jonesboro Ar ZIP 72404
Telephone: 870-926-7994
Facsimile: _____
Signature: Weston Wagner

Applicant:

If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

Name: _____
Address: _____
City, State: _____ ZIP _____
Telephone: _____
Facsimile: _____
Signature: Weston Wagner

Deed: Please attach a copy of the deed for the subject property.

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is on the public meeting schedule. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

REZONING INFORMATION:

The applicant is responsible for explaining and justifying the proposed rezoning. Please prepare an attachment to the application answering each of the following questions in detail:

1. How was the property zoned when the current owner purchased it?

- R1

2. What is the purpose of the proposed rezoning? Why is the rezoning necessary?

- My property is currently zoned R1 residential. I want to keep it as residential. My lot is .48 of an acre. I would like to build 2 single-family homes on this lot. My road frontage is 104.78'. According to the R-1 code a lot must be 60' wide and a replat would put me at 52-53 foot wide on each lot. My lot does get wider as it goes back. I took this to BZA and during the meetings there were recommendations that I try a rezoning. I would like to rezone to RS-7 because that zoning requires 50' frontage instead of 60'.

3. If rezoned, how would the property be developed and used?

- 2 new construction single family homes

4. What would be the density of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?

- 2 New Construction Single family homes

5. Is the proposed rezoning consistent with the Jonesboro Land Use Plan?

- Yes. It would remain residential.

6. How would the proposed rezoning be the public interest and benefit the community?

- This lot sits in North Jonesboro where new construction single family homes are rare to see. Building new construction homes in north Jonesboro helps improve the area and contributes to helping existing property values.

7. How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?

- It would remain the same. It is currently Single family residential, and this would still be single family residential.

8. Are there substantial reasons why the property cannot be used in accordance with the existing zoning?

- R1 zoning requires 60' frontage where RS-7 zoning requires 50' frontage. / According to Arkansas House Bill 1503 (that was passed into law on March 18th, 2025) I can build 2 homes on this lot right now. 1 single family Home and 1 ADU up to 1000 Sq Ft. However, I feel that my site plan and property lay out would look better and be better aligned with the neighborhood to have 2 single family homes similar in size with the existing homes in the neighborhood.

9. How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.

- With or without a rezoning I would be able to build 2 single family structures on this lot.
- Property Value: I assume it would help contribute to property value growth in this neighborhood.
- Traffic: No change
- Drainage: No Change
- Visual Appearance: It would be an improvement to have 2 new single-family homes here instead of a vacant lot.
- Odor: No Change
- Noise: No Change
- Light: improvement
- Vibration: No Change
- Hours: No Change
- Restrictions: No Change

10. How long has the property remained vacant?

- Google shows a mobile home on the property in 2008, and then vacant in 2013

11. What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?

- No Change

12. If the rezoning is approved, when would development or redevelopment begin?

- 2026

13. How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. If the proposed rezoning has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with the neighbors may result in delay in hearing the application.

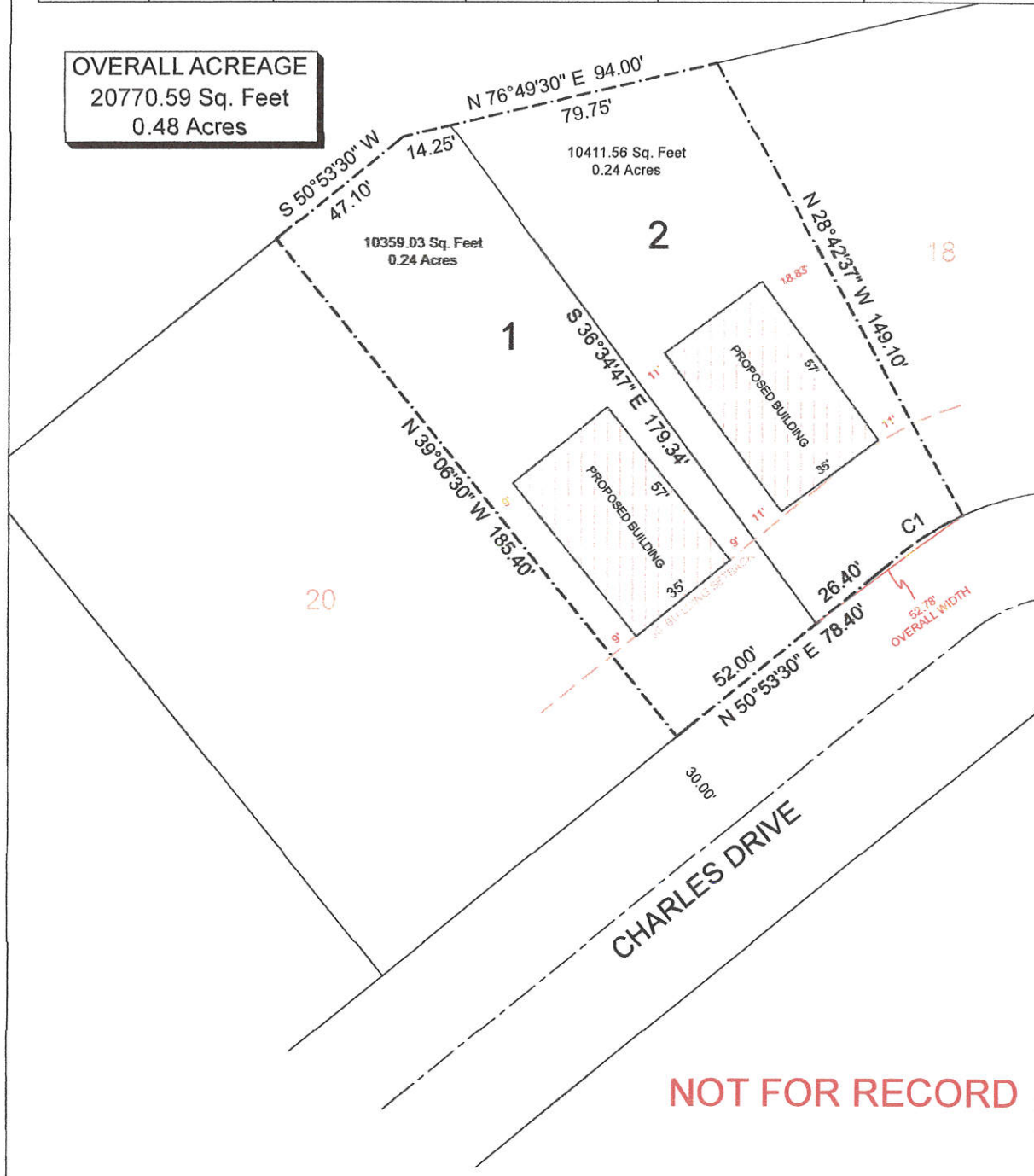
- Letters went out during the BZA process and I did not receive any letters or phone calls back addressing any issues.

14. If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

- N/A

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	84.81'	26.54'	26.43'	N 56°00'53" E	17°55'43"

OVERALL ACREAGE
20770.59 Sq. Feet
0.48 Acres



NOT FOR RECORD



LEGEND

- These standard symbols will be found in the drawing.
- FOUND CORNER AS NOTED
 - SET 1/2" REBAR W/ CAP
 - ⊙ FD COTTON PICKER SPINDLE
 - ▲ HIGHWAY RIGHT OF WAY MARKER
 - ⊙ FOUND REBAR
 - Δ CALCULATED CORNER
 - X—X— FENCE LINE
 - E—E— ELECTRIC
 - SET PK NAIL
 - ⊕ POWER POLE



H&S HIME PROFESSIONAL SURVEYING SERVICES
1817 WOODSPRINGS RD. - STE. "F"
JONESBORO, ARKANSAS 72401

PHONE: 870-972-1288
E-MAIL: hshime_butch@yahoo.com

PROPOSED DESIGN

drawn:	
S. HIME	
date:	
1-31-2025	
scale:	client:
1"=30'	WESTON WAGNER



Hello,

My name is Weston Wagner, and I own the property located at 1306 Charles Drive. I am writing this letter because I am starting the rezoning process through the city of Jonesboro and I am required to inform all neighbors whose property is within 200 feet of my property.

Instead of just filling out the bare minimum I wanted to write a narrative to inform everyone of all details.

My property is a vacant lot zoned R1 for single family residential. It is 0.48 acres. I would like to build two brand new construction single family homes on this lot giving each property a ¼ acre. The problem I have is that R1 must have a 60' frontage for each lot. My land is 105' wide (It gets wider the further it goes back) and would give each lot 52-53' of road frontage.

Therefore, I need a rezoning to RS-7 that would allow a 50' road frontage.

Nothing changes with the character of the neighborhood. Nor am I trying to build apartments. The RS-7 zoning is still single-family homes only. I am looking to improve the neighborhood and property values by adding 2 new single-family homes on a vacant spot of land.

As the land sits right now, I could build two single family structures. One would be the primary single-family home and the other would be an ADU (Accessory Dwelling unit). The ADU could be up one thousand Square Feet. Arkansas House Bill 1503 (Passed March 18th, 2025) Allows an ADU on residential lots.

However, I feel that a rezoning would allow for a better lay out and site plan for the property. I would be able to build 2 new single-family homes that would match the character of the neighborhood.

If you have any questions, please feel free to reach out to me.

My cell number is 870-926-7994

Thank You

-Weston Wagner



**CITY OF JONESBORO
REZONING PROPERTY OWNER NOTIFICATION**

The Metropolitan Area Planning Commission, City of Jonesboro, Arkansas, will hold a public hearing at the City of Jonesboro Municipal Center, 300 S. Church St., Council Chambers, 1st Floor, Jonesboro, Arkansas, on:

TUESDAY, , 2026 AT 5:30 PM

January 13th

One item on the agenda for this meeting is a request to the Commission to approve a Rezoning to the zoning ordinance concerning property that is within 200 feet of your property. You have the opportunity to attend this meeting to voice your approval or disapproval if you wish. If you have information that you feel should be taken into consideration before a decision is rendered, you are encouraged to submit such information to the Commission. If the Commission renders a decision you feel is unfair or unjust, you may appeal the decision to Circuit Court.

REZONING REQUESTED BY: Weston Wagner

DATE: 12-15-25

SUBJECT PROPERTY ADDRESS: 1306 Charles Dr. Jonesboro

DESCRIPTION OF REZONING REQUESTED: _____

Please see Attached Letter

In affixing my signature below, I am acknowledging my understanding of this request for a Rezoning. I further understand that my signature only indicates my receipt of notification of the request for a Rezoning and does not imply an approval by me or the Rezoning unless so written by me to the Commission.

Ignacio Tolas
Printed Name of Property Adjacent Owner

9100 Hwy 49 S.
Address

(Signature)

Date

(870) 268-9207
Phone

If you would like to obtain additional information, or voice an opinion regarding this request, you may do so by contacting the Planning Department, at 300 S. Church St., or by calling 870-932-0406, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Hello,

My name is Weston Wagner, and I own the property located at 1306 Charles Drive. I am writing this letter because I am starting the rezoning process through the city of Jonesboro and I am required to inform all neighbors whose property is within 200 feet of my property.

Instead of just filling out the bare minimum I wanted to write a narrative to inform everyone of all details.

My property is a vacant lot zoned R1 for single family residential. It is 0.48 acres. I would like to build two brand new construction single family homes on this lot giving each property a $\frac{1}{4}$ acre. The problem I have is that R1 must have a 60' frontage for each lot. My land is 105' wide (It gets wider the further it goes back) and would give each lot 52-53' of road frontage.

Therefore, I need a rezoning to RS-7 that would allow a 50' road frontage.

Nothing changes with the character of the neighborhood. Nor am I trying to build apartments. The RS-7 zoning is still single-family homes only. I am looking to improve the neighborhood and property values by adding 2 new single-family homes on a vacant spot of land.

As the land sits right now, I could build two single family structures. One would be the primary single-family home and the other would be an ADU (Accessory Dwelling unit). The ADU could be up one thousand Square Feet. Arkansas House Bill 1503 (Passed March 18th, 2025) Allows an ADU on residential lots.

However, I feel that a rezoning would allow for a better lay out and site plan for the property. I would be able to build 2 new single-family homes that would match the character of the neighborhood.

If you have any questions, please feel free to reach out to me.

My cell number is 870-926-7994

Thank You

-Weston Wagner

City of Jonesboro Metropolitan Area Planning Commission
Staff Report – RZ 26-01
300 S. Church Street/Municipal Center
For Consideration by Planning Commission on January 13, 2026

REQUEST: To consider a rezoning of 1306 Charles Dr

PURPOSE: A request to consider recommendation to Council for a rezoning from “R-1”, moderate intensity single family residential, to “RS-7” Single Family Residential

APPLICANT: **Weston Wagner**

LOCATION: 1306 Charles Dr. Jonesboro, AR, 72405

SITE DESCRIPTION: **Total Size:** Approx. 0.48 Acres- 20,770 S.F.
Street Frontage: Approx. 104.78 ft

Existing Development: Vacant

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	R-1 – Residential
South	R-1 – Residential
East	R-1 – Residential
West	R-1 – Residential

HISTORY:

ZONING ANALYSIS:

City Planning Staff has reviewed the proposed Zone Change and offers the following findings:

Comprehensive Plan Land Use Map:

The Current/Future Land Use Map recommends this location as a **Moderate Intensity Residential**.

Moderate Intensity:

A wider mix of land uses is appropriate in the moderate intensity sectors. Control of traffic is probably the most important consideration in this sector. Additionally, good building design, use of quality construction materials, and more abundant landscaping are important considerations in what is approved, more so than the particular use. Limits on hours of operation, lighting standards, screening from residential uses, etc. may be appropriate. Consideration should be given to appropriate locations of transit stops.

Typical Land Uses:

- Single Family Residential
- Attached Single Family, duplexes, triplexes and fourplexes
- Neighborhood retail, Neighborhood services
- Office parks
- Smaller medical offices
- Libraries, schools, other public facilities
- Senior living centers/nursing homes, etc.
- Community-serving retail
- Small supermarket
- Convenience store
- Bank
- Barber/beauty shop
- Farmer's Market
- Pocket Park

Density: 1/5 to 1/3 acre lots for Single Family

Height: 4 stories

Traffic: Approximately 300 peak hour trips (Commercial Only)

Land Use Map



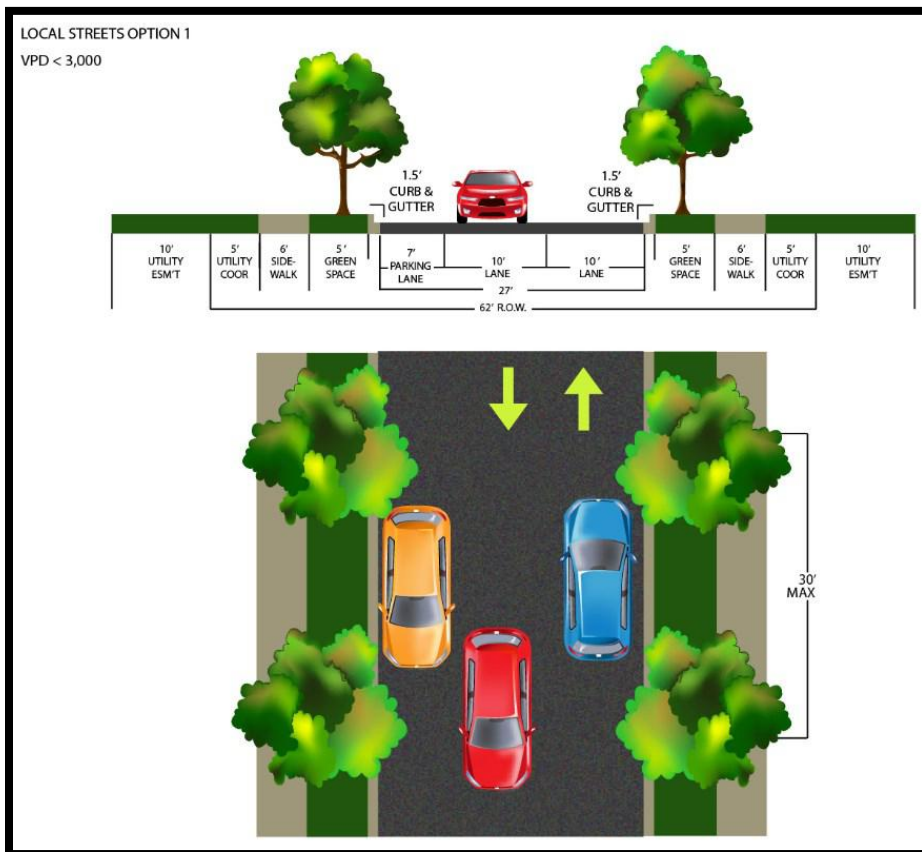
Master Street Plan/Transportation

The subject property will be served by Warren St. The Master Street Plan classifies Warren as a Local Street.

Local Streets serve the lowest traffic volumes. Low traffic volumes combined with slow travel speeds help to create a good residential setting. New developments should be reviewed to avoid creating cut-through streets that become commuter routes that generally lower quality of life for residents.







FUNCTION: The Local Street function is to provide access to adjacent property. The movement of traffic is a secondary purpose. The use of a Local Street in a residential area by heavy trucks and buses should be minimized.

DESIGN: Local Street Option 1 is to be used when on-street parking is provided within the development. Option 2 is to be used when on-street parking is not provided within the development. Option 3 is to be used in commercial mixed use areas.



Approval Criteria- Chapter 117 - Amendments:

The criteria for approval of a rezoning are set out below. Not all the criteria must be given equal consideration by the MAPC or City Council in reaching a decision. The criteria to be considered shall include, but not be limited to the following.

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed district rezoning is consistent with the Adopted Land Use Plan. This property is in the Higher Intensity growth sector.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance with all District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved with this rezoning considering the surrounding area includes residential and commercial zoning and uses.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Without the proposed zoning map amendment, this property cannot develop as an Planned Development District use.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	With proper planning there should not be any adverse effects caused by the property.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned because the area is already equipped to handle residential uses.	

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as “R-1”, single family medium density district. The applicant is applying for a rezoning to allow “RS-7” at this location.

Rezoning this property is consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

Chapter 117 of the City Code of Ordinances/Zoning defines RS-7 as follows:

RS-7 Single Family Residential

General description.

There are 14 residential districts designed to meet present and future housing needs, to protect the character of, and property values in, residential areas, to encourage a suitable environment for family life and to provide choice in density, as well as in type of housing. More specific descriptions of these districts are as follows:

- (1) AG—Agricultural district. The purpose of this district is to help preserve existing agricultural resources, and to guide the conversion of rural lands to suburban use when appropriate.
- (2) RS-1—Single-family residential district; minimum 43,560 sq. ft. lot required.
- (3) RS-2—Single-family residential district; minimum 21,780 sq. ft. lot required.
- (4) RS-3—Single-family residential district; minimum 14,520 sq. ft. lot required.
- (5) RS-4—Single-family residential district; minimum 10,890 sq. ft. lot required.
- (6) RS-5—Single-family residential district; minimum 8,712 sq. ft. lot required.
- (7) RS-6—Single-family residential district; minimum 7,260 sq. ft. lot required.
- (8) RS-7—Single-family residential district; minimum 6,222 sq. ft. lot required.
- (9) RS-8—Single-family residential district; minimum 5,445 sq. ft. lot required.
- (10) RM-6—Residential multifamily classification; six units per net acre, includes all forms of units, duplexes, triplexes, quads, and higher.
- (11) RM-8—Residential multifamily classification; eight units per net acre, includes all forms of units, duplexes, triplexes, quads, and higher.
- (12) RM-12—Residential multifamily classification; 12 units per net acre, includes all forms of units, duplexes, triplexes, quads, and higher.
- (13) RM-16—Residential multifamily classification; 16 units per net acre, includes all forms of units, duplexes, triplexes, quads, and higher.
- (14) RMH—Residential manufactured housing district. Establishing a district with use restricted to manufactured housing unit placement. Said units no older than eight years old as measured from date the letter of approval is sought will be allowed. Manufactured housing residential style will not be affected.
- (15) RI-U—Residential Intermediate-Urban District. The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments on lots less than 60 feet in width, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

Departmental/Agency Reviews:

The following departments and agencies were contacted for review and comments. Note that this table will be updated at the hearing due to reporting information that will be updated in the coming days:

Department/Agency	Reports/ Comments	Status
Engineering	No issues were reported	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	No issues were reported	
MPO	No issues were reported	
Jets	No issues were reported	
Utility Companies	No issues were reported	
Code Enforcement	No issues were reported	

Conclusion:

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ 26-01; a request to rezone property “R-1”, single family medium density district, to “RS-7”. The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Department approval in the future.
4. The site shall comply with all overlay district standards.

Respectfully Submitted for Planning Commission Consideration,
The Planning and Zoning Department

Sample Motion:

I move that we place Case: RZ 26-01 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from “R-1”, single family medium density district, to “RS-7”, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

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 Street and Apt. No., or PO Box No. **1100 Hwy 49 S.**
 City, State, ZIP+4® **Sonesboro Ar 72404**

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Sent To: **Matthew Mullins**
 Street and Apt. No., or PO Box No. **1307 Charles Dr.**
 City, State, ZIP+4® **Sonesboro Ar 72405**

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Sent To: **Claude McDaniel**
 Street and Apt. No., or PO Box No. **1104 Pratt Cr.**
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Sent To: **Terry Moore**
 Street and Apt. No., or PO Box No. **1100 Pratt Dr.**
 City, State, ZIP+4® **Sonesboro Ar 72405**

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Sent To: **Lonnie Donley**
 Street and Apt. No., or PO Box No. **1808 Pratt Cr.**
 City, State, ZIP+4® **Sonesboro Ar 72405**

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Postage \$0.78

Total Postage and Fees \$6.08

Sent To: **Terry Meabe**
 Street and Apt. No., or PO Box No. **809 McPherson St.**
 City, State, ZIP+4® **Paragould Ar 72450**

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DEC 16 2025

12/16/2025

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Sent To **Weeks Properties + Investments**
 Street and Apt. No., or PO Box No. **PO Box 17124**
 City, State, ZIP+4® **Jonesboro Ar 72403**

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☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.78

Total Postage and Fees \$6.08

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DEC 16 2025

12/16/2025

0405 31

9589 0710 5270 3011 7090 51

Sent To **Danny Rose**
 Street and Apt. No., or PO Box No. **1308 Charles Dr**
 City, State, ZIP+4® **Jonesboro Ar 72405**

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Official Use

Jonesboro, AR 72401

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fees as appropriate)

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Postage \$0.78

Total Postage and Fees \$6.08

Postmark Here

DEC 16 2025

12/16/2025

0405 31

9589 0710 5270 3011 7089 86

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7. Rezoning

RZ-26-01

Rezoning: 1306 Charles Dr

The Applicant Weston Wagner is requesting a rezoning of the property 1306 Charles Dr from R-1 Single Family to RS-7 Single Family Residential

Lonnie Roberts (Chair): Do we have the applicant for this rezoning?

Weston Wagner (Proponent): Weston Wagner, and I own 1306 Charles Drive, I am requesting a rezoning from a R-1 to a RS-7 it is staying residential and I am trying to build two single family homes on this lot. The reason I'm trying to go from R-1 to RS-7 is because my front width is about 104 to 105 foot, which puts me at about a 52 frontage and in R-1, I would need a 60 foot frontage. RS-7 would give me a 50 foot frontage which would allow me to put two homes on this. I have emailed Carol about it and there is a new bill that came out, it's house bill 1503 which allows a secondary and adu on any residential property. So, I can take a property as is, as a R-1 lot and build two structures on it, which would be one house of whatever size I went with. And the other house could be up to 1,000 Sq Ft. So I could build two houses on it right now, one would just be limited square footage and the other one could be any size. But I would like them both to be similar in size roughly around the 1500 sq foot mark.

Lonnie Roberts: Okay, city planner do you have any staff comments to add to this one?

Derrel Smith (City Planner): Yes sir, we have reviewed it and it does meet all 6 of the approval criteria, so we would recommend approval with the following conditions, that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future. And the site shall comply with all requirements of the overlay district.

Lonnie Roberts: Alright, and with this rezoning request is there anyone here with public comments for the rezoning request at 1306 Charles Dr? Hearing none, I'll open up for commissioner comments or questions, for the city staff or applicant.

Dennis Zolper (Commission): Zolper move that we accept the rezoning request with the conditions.

Jim Little (Commission): Little, second.

A motion was made by Dennis Zolper, seconded by Jim Little, that the matter be approved, and the motion was PASSED with the following vote:

Aye (6): Dennis Zolper, Jeff Steiling, Jim Little, Jimmy Cooper, Kevin Bailey, Stephanie Nelson

Nay (0):

Absent (2): Monroe Pointer, Paul Ford

RZ-26-02

Rezoning: 2620 Alexander Dr

The Applicant Dustin White is requesting a rezoning of the property 2620 Alexander Dr from R-1 Single Family to C-3 General Commercial District

Lonnie Roberts (Chair): Do we have the proponent for this item?

Dustin White (Proponent): Thank you, Mr. Chairman I am Dustin White. I'm here on behalf of the property owner to speak and support this rezoning request. This rezoning request aligns with the city's adopted long term land use plan. And the direction that the city has already established for this area. There is no specific use being proposed at this time, this request is strictly about zoning alignment. Any future development would still go through the city's normal site plan review and so forth.

Lonnie Roberts: Okay, city planner do you have staff comments on this one?

Derrel Smith (City Planner): Yes sir, we have reviewed it and it does meet all 6 of the approval criteria, so we would recommend approval with the following conditions, that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future. And the site shall comply with all requirements of the overlay district.

Lonnie Roberts: Okay, now with this rezoning request is there anyone here with public comments? If you would come up and state your name for the record.

Sheryl Rogers (Public): My name is Sheryl Rogers, I live at 2815 Wood Street, which on the corner right down from the proposed rezoning property is. I don't know if I'm opposed to it, this says its in use with the projected land use for the city of Jonesboro, that may be I don't know. But the concern that I would raise and maybe other people would raise who live close to or adjacent to that property and the neighborhood would be the use. So, this is for general commercial use and we have been down this road before with some property across the street from us several years ago. And that property was submitted with a limited use overlay. That was rejected by the city council and it remained residential property. So, at this point in time, I am

speaking for at least the neighbors that I have talked to and who might have a concern with this, is the general commercial property. Also I was looking for today, the city plan for projected use with open spaces and the appearance of people driving, this is a high intensity area because it's right next to I-55, but from people driving through the area and impression they have in the area. So, we would be concerned about what would go there, the type of business that would go there and the appearance of it. Not only for the city but for our neighborhood as well. The commercial property that is already there, looks very nice. And I think that we would be concerned with any projected use as far as what would go there. And how it would impact both the residential area and the appearance of that area. Those are my comments, thank you.

Lonnie Roberts: Thank you for your comments. Is there anyone else who would like to add to those comments? Okay, I'll open up for any commissioners questions.

Dennis Zolper (Commission): Wouldn't it be good to tell the lady that we consider uses in rezoning. Is that something we can take into consideration?

Carol Duncan (City Attorney): You can't ask what the use is going to be, now you could consider a limited use overlay if that was something that was proposed. At that point you can eliminate certain uses, but if you just have a general commercial or C-3, you can't ask what the intent is to use the property for. That 's where the LUO that she was referencing comes in.

Derrel Smith: The property is in the overlay district though, so there is some design standards for commercial properties in the overlay district. It would have to be 80 percent brick, masonry, or stone. It'd have additional landscaping requirements, smaller signage requirements. There will be lighting limitations because it does bump up to the residential area, so that's already in our codes that we can control that.

Dennis Zolper: I think that's good.

Unable to transcribe

Derrel Smith: There's a minimum of 25 feet from commercial to residential.

Lonnie Roberts: Any other questions commissioners? Any other concerns?

Jeff Steiling (Commission): Mr. White, would your owner consider leaving a wooded buffer, like a 30 foot buffer between the property and the residential properties that butt it?

Dustin White: As opposed to the 25 foot?

Jeff Steiling: Yeah, 25 to 30 foot is what I was thinking, and would they consider submitting a limited use overlay that might be more appealing to the neighbors?

Dustin White: I can't speak for them, I think that they're reasonable folks but ultimately the zoning aligns with what the city's long term use plan is and we're really just trying to get in alignment with that.

Lonnie Roberts: So, Jeff about the barrier, are you saying leave it untouched or, is that something that we can stipulate on a rezoning request?

Jeff Steiling: Yeah, I'm thinking leave it wooded as it is now, a buffer between and maybe it's the 25 foot that's already a requirement but.

Lonnie Roberts: So, can we make that a stipulation?

Derrel Smith: Yes.

Jeff Steiling: Can we stipulate a limited use overlay or do they have to propose that?

Derrel Smith: Unless you're prepared to table it and go back through, I don't think you can make them, that's not what they requested, so I don't think you can make them do that.

Lonnie Roberts: I mean, he's asking for a general C-3, we can't force him to change it, at this time.

Jeff Steiling: Would you be interested in tabling it and coming back with a limited use overlay?

Dustin White: I don't think so at this time. We don't have a specific use in mind.

Jeff Steiling: I guess that would be more eliminating potential uses, not necessarily choosing a use, but eliminating uses that might make these neighbors feel more at ease.

Dustin White: We're not interested in tabling it for now.

Lonnie Roberts: So, are we making the 25 foot untouched barrier?

Derrel Smith: Along, the residential property.

Lonnie Roberts: Along the residential property, yes. Is that agreeable to you Dustin?

Dustin White: Yeah, sounds good.

Lonnie Roberts: So, add that as a stipulation? Okay. Any other questions from the commissioners? Anyone ready to make a motion?

Dennis Zolper: Make a motion to approve the rezoning with the stipulations.

Lonnie Roberts: I have a motion on the floor, do I hear a second?

Jimmy Cooper: Cooper, second.

A motion was made by Dennis Zolper, seconded by Jimmy Cooper, that the matter be approved, and the motion was PASSED with the following vote:

Aye (4): Dennis Zolper, Jim Little, Jimmy Cooper, Kevin Bailey

Nay (2): Jeff Steiling, Stephanie Nelson

Absent (2): Monroe Pointer, Paul Ford

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City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-26:001

Agenda Date: 1/20/2026

Version: 1

Status: Second Reading

In Control: City Council

File Type: Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR A CHANGE IN ZONING BOUNDARIES FROM R-1 SINGLE FAMILY MEDIUM DENSITY DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 2620 ALEXANDER, JONESBORO, ARKANSAS, AS REQUESTED BY PAULA THOMPSON

WHEREAS, the owner of certain real property located at 2620 Alexander, Jonesboro, Arkansas, has filed a request to rezone said property from R-1 Single Family Medium Density District to C-3 General Commercial District; and

WHEREAS, the Metropolitan Area Planning Commission has reviewed said request and, after due consideration, has recommended approval of the proposed rezoning; and

WHEREAS, the proposed rezoning is consistent with the City of Jonesboro's adopted long-range land use plan and is deemed appropriate for the orderly growth and development of the City; and

WHEREAS, the City Council finds that the requested zoning change promotes the public health, safety, and welfare of the citizens of Jonesboro;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS:

SECTION 1. That Chapter 117, Article III of the Code of Ordinances of the City of Jonesboro, Arkansas, be amended so as to change the zoning classification of the following described property:

FROM: **R-1 Single Family Medium Density District**
TO: **C-3 General Commercial District**

SECTION 2. That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. That this ordinance shall take effect immediately upon its passage and publication as provided by law.



METROPOLITAN AREA
PLANNING COMMISSION
Jonesboro, Arkansas

Application for a Zoning Ordinance Map Amendment

Meeting Date: 10/28/25 Date Received: 10/1/25
Meeting Deadline: _____ Case Number: _____

LOCATION:

Site Address:

2620
~~2600~~ Alexander, Jonesboro AR 72401

Side of Street: _____ between _____ and _____

Quarter: _____ Section: _____ Township: _____ Range: _____

Attach a survey plat and legal description of the property proposed for rezoning. A Registered Land Surveyor must prepare this plat.

SITE INFORMATION:

Existing Zoning:

R-1
Residential

Proposed Zoning:

C3

Size of site (square feet and acres):

237,288 sq ft
5.45 acres

Street frontage (feet):

819.33

Existing Use of the Site: Vacant Land

Character and adequacy of adjoining streets:

Adjoining existing commercial development

Does public water serve the site? yes

If not, how would water service be provided?

NA

Does public sanitary sewer serve the site?

yes

If not, how would sewer service be provided?

NA

Use of adjoining properties:

North Residential

South Highway

East Residential

West Commercial

Physical characteristics of the site:

Vacant land

Characteristics of the neighborhood:

NA

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is on the public meeting schedule. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

REZONING INFORMATION:

The applicant is responsible for explaining and justifying the proposed rezoning. *Please prepare an attachment to this application answering each of the following questions in detail:*

- (1). How was the property zoned when the current owner purchased it?
- (2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?
- (3). If rezoned, how would the property be developed and used?
- (4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?
- (5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*?
- (6). How would the proposed rezoning be in the public interest and benefit the community?
- (7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?
- (8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?
- (9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.
- (10). How long has the property remained vacant?
- (11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?
- (12). If the rezoning is approved, when would development or redevelopment begin?
- (13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.*
- (14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

OWNERSHIP INFORMATION:

All parties to this application understand that the burden of proof in justifying and demonstrating the need for the proposed rezoning rests with the applicant named below.

Owner of Record:

I certify that I am the owner of the property that is the subject of this rezoning application and that I represent all owners, including spouses, of the property to be rezoned. I further certify that all information in this application is true and correct to the best of my knowledge.

Name: Paula Thompson
Address: 1908 Catharine
City, State: Jonesboro AR ZIP 72401
Telephone: 870-926-8855
Facsimile: NA
Signature: Paula Thompson

Applicant:

If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

Name: Dustin White
Address: 202 E Washington Ave
City, State: Jonesboro AR ZIP 72401
Telephone: 870-219-2858
Facsimile: NA
Signature: [Signature]

Deed: *Please attach a copy of the deed for the subject property.*

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is on the public meeting schedule. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.



(1) How was the property zoned when the current owner purchased it?

The property was zoned for residential use at the time of purchase.

(2) What is the purpose of the proposed rezoning? Why is the rezoning necessary?

The purpose of this rezoning request is to bring the property into alignment with the *City of Jonesboro's Comprehensive Plan and Future Land Use Plan*, which designate this tract for commercial development. Rezoning is necessary to allow for appropriate and orderly growth, provide additional opportunities for economic development, and avoid land use conflicts that arise when properties are left under residential zoning despite being identified for commercial use in the city plan.

(3) If rezoned, how would the property be developed and used?

The property is intended for commercial use, consistent with the city's land use plan. Potential development may include retail, office, service-oriented businesses, or mixed commercial uses that will serve surrounding neighborhoods and the broader community.

(4) What would be the density or intensity of development?

At this time, the precise intensity will depend on end-user demand and development plans. The intent is to provide commercial square footage that is compatible with adjacent uses and infrastructure capacity, while remaining consistent with development standards set by the city.

(5) Is the proposed rezoning consistent with the Jonesboro Comprehensive Plan and the Future Land Use Plan?

Yes. The rezoning request is fully consistent with both the Jonesboro Comprehensive Plan and the Future Land Use Plan, both of which designate this tract for commercial use.

(6) How would the proposed rezoning be in the public interest and benefit the community?

Rezoning will provide space for commercial services that benefit surrounding neighborhoods, create new job opportunities, expand the city's tax base, and support orderly growth consistent with the adopted city plan. It will also provide residents convenient access to goods and services.

(7) How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?

The tract fronts Alexander Drive and is adjacent to or near other commercially zoned and developed properties. Rezoning this property is compatible with existing development patterns and will create a logical transition between residential areas and higher-intensity uses.

(8) Are there substantial reasons why the property cannot be used in accordance with existing zoning?

Yes. While the property is zoned residential, its location, size, and designation in the city's Future Land Use Plan make residential development inconsistent with long-term growth objectives. Residential development would underutilize the site and potentially create conflicts as the surrounding area continues to develop commercially.

(9) How would the proposed rezoning affect nearby property including property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property?

The proposed rezoning is expected to enhance surrounding property values by introducing new commercial opportunities and amenities. Development will comply with all city regulations regarding traffic, drainage, utilities, landscaping, and design, which will mitigate potential impacts related to traffic, lighting, or noise.

(10) How long has the property remained vacant?

The property has never been developed.

(11) What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?

The property is already located within the city's service area, with access to existing utilities and public services. Any future development will be subject to city review and approval processes to ensure adequate capacity for utilities, traffic, and emergency services.

(12) If the rezoning is approved, when would development or redevelopment begin?

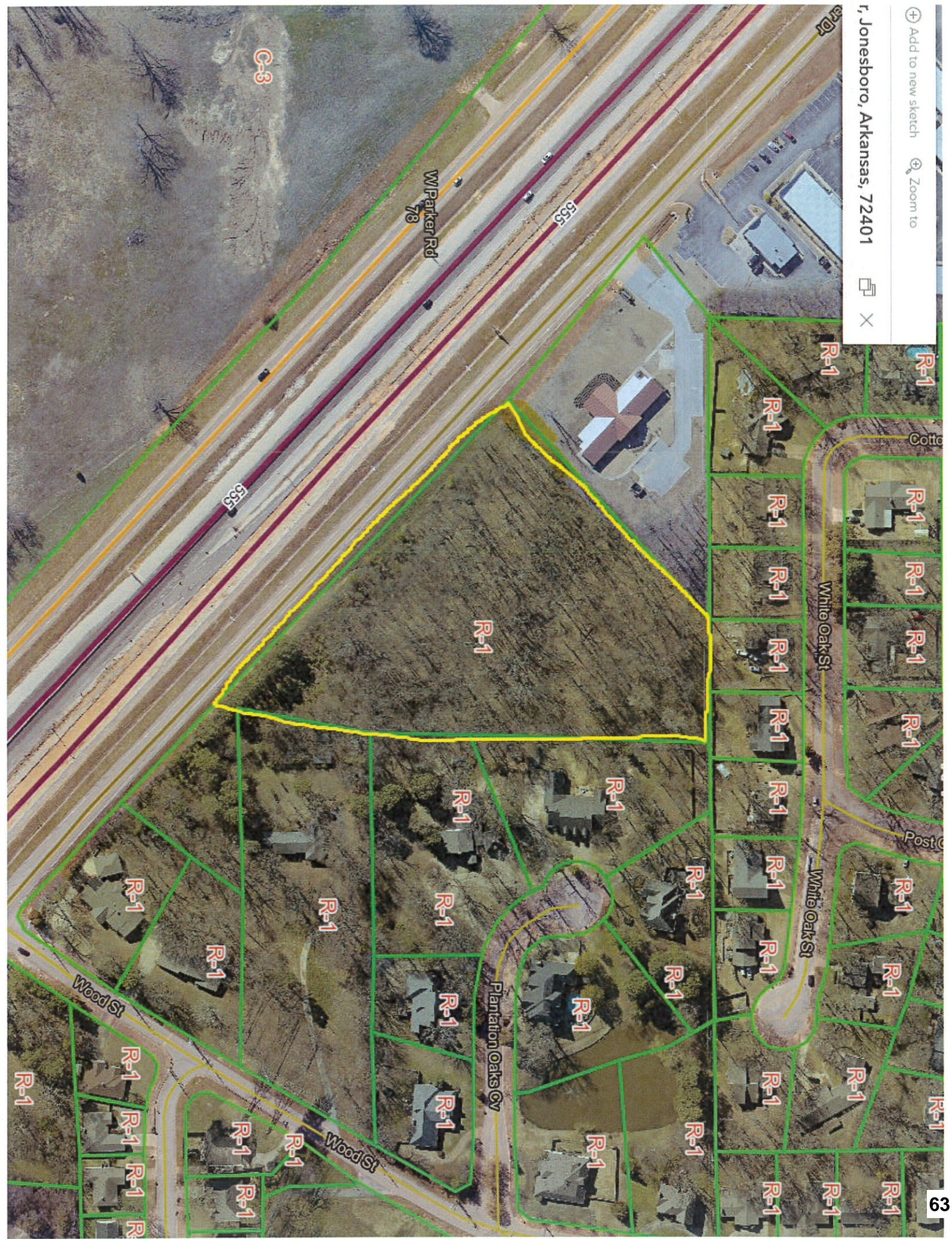
The applicant anticipates marketing the site for development promptly upon rezoning approval.

(13) How do neighbors feel about the proposed rezoning?

No formal neighborhood meetings have been held at this time. Because the rezoning request is consistent with the City of Jonesboro Comprehensive Plan and Future Land Use Plan, we anticipate that neighboring property owners will recognize the appropriateness of the request. The applicant is willing to meet with neighbors and address any questions or concerns as part of the rezoning review process.

(14) If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

N/A — this request is for standard commercial zoning consistent with the Future Land Use Plan.





**CITY OF JONESBORO
REZONING PROPERTY OWNER NOTIFICATION**

The Metropolitan Area Planning Commission, City of Jonesboro, Arkansas, will hold a public hearing at the City of Jonesboro Municipal Center, 300 S. Church St., Council Chambers, 1st Floor, Jonesboro, Arkansas, on:

TUESDAY, Oct 28, 2025 AT 5:30 PM

One item on the agenda for this meeting is a request to the Commission to approve a Rezoning to the zoning ordinance concerning property that is within 200 feet of your property. You have the opportunity to attend this meeting to voice your approval or disapproval if you wish. If you have information that you feel should be taken into consideration before a decision is rendered, you are encouraged to submit such information to the Commission. If the Commission renders a decision you feel is unfair or unjust, you may appeal the decision to Circuit Court.

REZONING REQUESTED BY: Dustin White
DATE: 10-1-25
SUBJECT PROPERTY ADDRESS: 2100 Alexander, Jonesboro AR 72401
DESCRIPTION OF REZONING REQUESTED: From residential to C3
R-1 to C-3

In affixing my signature below, I am acknowledging my understanding of this request for a Rezoning. I further understand that my signature only indicates my receipt of notification of the request for a Rezoning and does not imply an approval by me or the Rezoning, unless so written by me to the Commission.

<hr/> Printed Name of Property Adjacent Owner	<hr/> (Signature)	<hr/> Date
<hr/> Address	<hr/> Phone	

If you would like to obtain additional information, or voice an opinion regarding this request, you may do so by contacting the Planning Department, at 300 S. Church St., or by calling 870-932-0406, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

NOTICE OF INTENT TO REZONE

The property owners have requested the Jonesboro Planning Commission to set a public hearing date to consider rezoning the following property from Residential to Commercial.

The common description of the property is: 2620 Alexander Dr, Jonesboro AR 72401.

The public hearing will be held on January 13th 2026. The hearing will be held at the Jonesboro City Hall / Planning Department, located at 300 S. Church Street, Jonesboro, AR 72401.

This notification is provided in accordance with the requirement that all property owners within 200 feet of the subject property be notified.

For additional information, contact the Jonesboro Planning Department at (870) 933-1041.

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City of Jonesboro Metropolitan Area Planning Commission
Staff Report – RZ 26-02
300 S. Church Street/Municipal Center
For Consideration by Planning Commission on January 13, 2026

REQUEST: To consider a rezoning of 2620 Alexander Dr, Jonesboro
PURPOSE: A request to consider recommendation to Council for a rezoning from “R-1”, single family medium density district, to “C-3” general commercial district
APPLICANT: **Dustin White**
LOCATION: 2620 Alexander Dr
SITE DESCRIPTION: **Total Size:** Approx. 5.45 Acres- 237,288 S.F.
Street Frontage: Approx. 819.33 ft along Warren St

Existing Development: Circa 2002, and 2003 this site was designed and approved as a subdivision. An unusual set of circumstances occurred and a portion of the development started, though there was never enough completed to apply for any building permits.

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	R-1 – Residential
South	Highway
East	R-1 – Residential
West	C-3 –Commercial

HISTORY:

ZONING ANALYSIS:

City Planning Staff has reviewed the proposed Zone Change and offers the following findings:

Comprehensive Plan Land Use Map:

The Current/Future Land Use Map recommends this location as a **High Intensity Residential**.

High Intensity:

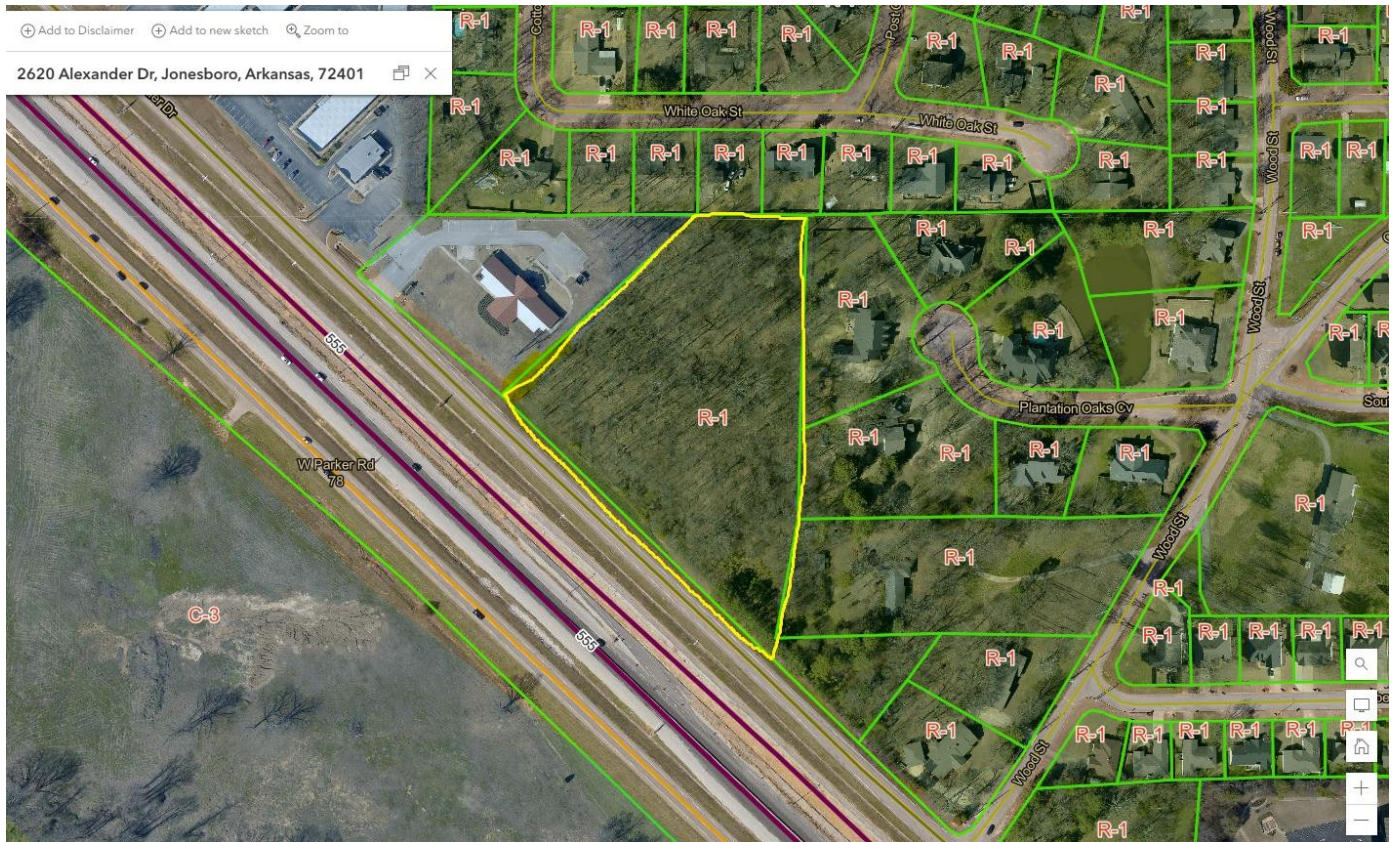
A wide range of land uses is appropriate in the high intensity zone, from multifamily to fast food to class A office space to outdoor display, highway oriented businesses like automotive dealerships, because they will be located in area where sewer service is readily available and transportation facilities are equipped to handle the traffic.

Typical Land Uses:

- Multi Family Residential
- Regional Shopping Centers
- Automotive Display/ Retail
- Fast Food Restaurants
- Service Stations
- Commercial and Office
- Call centers
- Research and Development
- Bank
- Big box commercial
- Hotel

Density: Multi family 8-14 Dwelling Units Per Acre

Height: 10 stories



Land Use Map

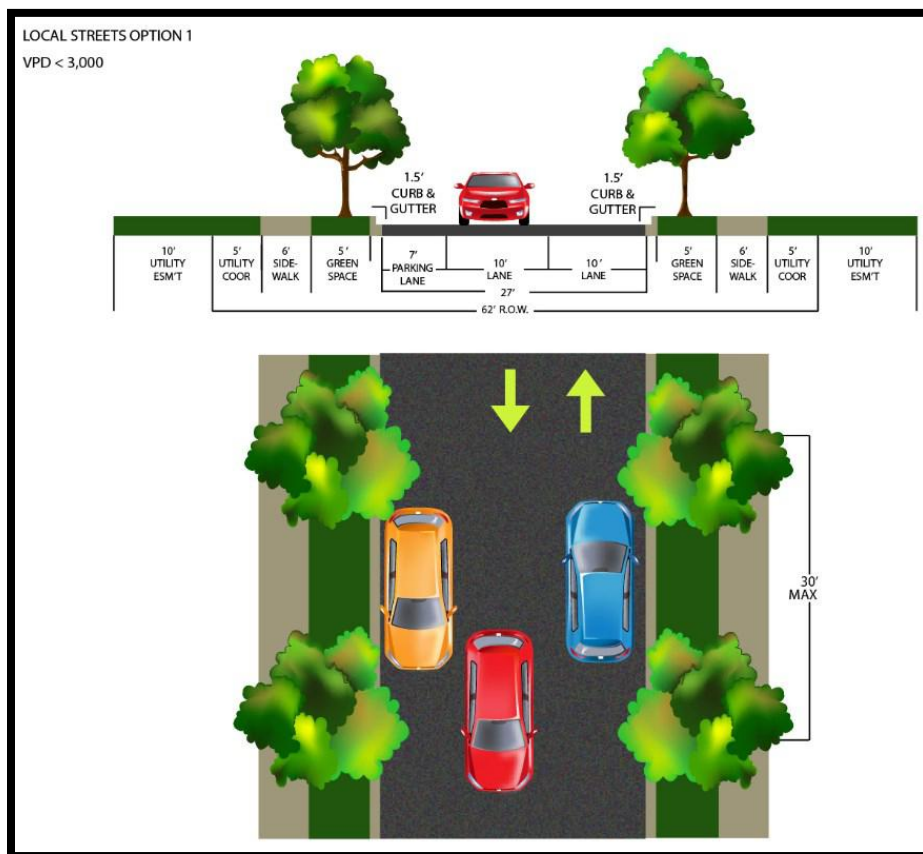
Master Street Plan/Transportation

The subject property will be served by Warren St. The Master Street Plan classifies Warren as a Local Street.

Local Streets serve the lowest traffic volumes. Low traffic volumes combined with slow travel speeds help to create a good residential setting. New developments should be reviewed to avoid creating cut-through streets that become commuter routes that generally lower quality of life for residents.







FUNCTION: The Local Street function is to provide access to adjacent property. The movement of traffic is a secondary purpose. The use of a Local Street in a residential area by heavy trucks and buses should be minimized.

DESIGN: Local Street Option 1 is to be used when on-street parking is provided within the development. Option 2 is to be used when on-street parking is not provided within the development. Option 3 is to be used in commercial mixed use areas.



Approval Criteria- Chapter 117 - Amendments:

The criteria for approval of a rezoning are set out below. Not all the criteria must be given equal consideration by the MAPC or City Council in reaching a decision. The criteria to be considered shall include, but not be limited to the following.

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed district rezoning is consistent with the Adopted Land Use Plan. This property is in the High Intensity growth sector.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance with all District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved with this rezoning considering the surrounding area includes residential and commercial zoning and uses.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Without the proposed zoning map amendment, this property cannot develop as an Planned Development District use.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	With proper planning there should not be any adverse effects caused by the property.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned because the area is already equipped to handle residential uses.	

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as "R-1", single family medium density district. The applicant is applying for a rezoning to allow General Commercial at this location.

Rezoning this property is consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

Chapter 117 of the City Code of Ordinances/Zoning defines C-3 as follows:

C3- General Commercial District.

General description.

The purpose of this district is to provide appropriate locations for commercial and retail uses which are convenient and serve the needs of the traveling public. The district also provides locations for limited amounts of merchandise, equipment and material being offered for retail sale that are more suitable for storage and display outside the confines of an enclosed structure. Appropriate locations for this district are along heavily traveled arterial street. Development of groupings of facilities shall be encouraged, as opposed to less desirable strip commercial.

Departmental/Agency Reviews:

The following departments and agencies were contacted for review and comments. Note that this table will be updated at the hearing due to reporting information that will be updated in the coming days:

Department/Agency	Reports/ Comments	Status
Engineering	No issues were reported	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	No issues were reported	
MPO	No issues were reported	
Jets	No issues were reported	
Utility Companies	No issues were reported	
Code Enforcement	No issues were reported	

Conclusion:

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ-26-02 ; a request to rezone property “R-1”, single family High intensity district, to “C-3” General Commercial District. The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
3. Any change of use shall be subject to Planning Department approval in the future.
4. The site shall comply with all overlay district standards.

Respectfully Submitted for Planning Commission Consideration,
The Planning and Zoning Department

Sample Motion:

I move that we place Case: RZ 26-02 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from “R-1”, single family high intensity district, to “C-3” General Commercial, will be compatible and suitable with the zoning, uses, and character of the surrounding area.

7. Rezoning

RZ-26-01

Rezoning: 1306 Charles Dr

The Applicant Weston Wagner is requesting a rezoning of the property 1306 Charles Dr from R-1 Single Family to RS-7 Single Family Residential

Lonnie Roberts (Chair): Do we have the applicant for this rezoning?

Weston Wagner (Proponent): Weston Wagner, and I own 1306 Charles Drive, I am requesting a rezoning from a R-1 to a RS-7 it is staying residential and I am trying to build two single family homes on this lot. The reason I'm trying to go from R-1 to RS-7 is because my front width is about 104 to 105 foot, which puts me at about a 52 frontage and in R-1, I would need a 60 foot frontage. RS-7 would give me a 50 foot frontage which would allow me to put two homes on this. I have emailed Carol about it and there is a new bill that came out, it's house bill 1503 which allows a secondary and adu on any residential property. So, I can take a property as is, as a R-1 lot and build two structures on it, which would be one house of whatever size I went with. And the other house could be up to 1,000 Sq Ft. So I could build two houses on it right now, one would just be limited square footage and the other one could be any size. But I would like them both to be similar in size roughly around the 1500 sq foot mark.

Lonnie Roberts: Okay, city planner do you have any staff comments to add to this one?

Derrel Smith (City Planner): Yes sir, we have reviewed it and it does meet all 6 of the approval criteria, so we would recommend approval with the following conditions, that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future. And the site shall comply with all requirements of the overlay district.

Lonnie Roberts: Alright, and with this rezoning request is there anyone here with public comments for the rezoning request at 1306 Charles Dr? Hearing none, I'll open up for commissioner comments or questions, for the city staff or applicant.

Dennis Zolper (Commission): Zolper move that we accept the rezoning request with the conditions.

Jim Little (Commission): Little, second.

A motion was made by Dennis Zolper, seconded by Jim Little, that the matter be approved, and the motion was PASSED with the following vote:

Aye (6): Dennis Zolper, Jeff Steiling, Jim Little, Jimmy Cooper, Kevin Bailey, Stephanie Nelson

Nay (0):

Absent (2): Monroe Pointer, Paul Ford

RZ-26-02

Rezoning: 2620 Alexander Dr

The Applicant Dustin White is requesting a rezoning of the property 2620 Alexander Dr from R-1 Single Family to C-3 General Commercial District

Lonnie Roberts (Chair): Do we have the proponent for this item?

Dustin White (Proponent): Thank you, Mr. Chairman I am Dustin White. I'm here on behalf of the property owner to speak and support this rezoning request. This rezoning request aligns with the city's adopted long term land use plan. And the direction that the city has already established for this area. There is no specific use being proposed at this time, this request is strictly about zoning alignment. Any future development would still go through the city's normal site plan review and so forth.

Lonnie Roberts: Okay, city planner do you have staff comments on this one?

Derrel Smith (City Planner): Yes sir, we have reviewed it and it does meet all 6 of the approval criteria, so we would recommend approval with the following conditions, that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future. And the site shall comply with all requirements of the overlay district.

Lonnie Roberts: Okay, now with this rezoning request is there anyone here with public comments? If you would come up and state your name for the record.

Sheryl Rogers (Public): My name is Sheryl Rogers, I live at 2815 Wood Street, which on the corner right down from the proposed rezoning property is. I don't know if I'm opposed to it, this says its in use with the projected land use for the city of Jonesboro, that may be I don't know. But the concern that I would raise and maybe other people would raise who live close to or adjacent to that property and the neighborhood would be the use. So, this is for general commercial use and we have been down this road before with some property across the street from us several years ago. And that property was submitted with a limited use overlay. That was rejected by the city council and it remained residential property. So, at this point in time, I am

speaking for at least the neighbors that I have talked to and who might have a concern with this, is the general commercial property. Also I was looking for today, the city plan for projected use with open spaces and the appearance of people driving, this is a high intensity area because it's right next to I-55, but from people driving through the area and impression they have in the area. So, we would be concerned about what would go there, the type of business that would go there and the appearance of it. Not only for the city but for our neighborhood as well. The commercial property that is already there, looks very nice. And I think that we would be concerned with any projected use as far as what would go there. And how it would impact both the residential area and the appearance of that area. Those are my comments, thank you.

Lonnie Roberts: Thank you for your comments. Is there anyone else who would like to add to those comments? Okay, I'll open up for any commissioners questions.

Dennis Zolper (Commission): Wouldn't it be good to tell the lady that we consider uses in rezoning. Is that something we can take into consideration?

Carol Duncan (City Attorney): You can't ask what the use is going to be, now you could consider a limited use overlay if that was something that was proposed. At that point you can eliminate certain uses, but if you just have a general commercial or C-3, you can't ask what the intent is to use the property for. That 's where the LUO that she was referencing comes in.

Derrel Smith: The property is in the overlay district though, so there is some design standards for commercial properties in the overlay district. It would have to be 80 percent brick, masonry, or stone. It'd have additional landscaping requirements, smaller signage requirements. There will be lighting limitations because it does bump up to the residential area, so that's already in our codes that we can control that.

Dennis Zolper: I think that's good.

Unable to transcribe

Derrel Smith: There's a minimum of 25 feet from commercial to residential.

Lonnie Roberts: Any other questions commissioners? Any other concerns?

Jeff Steiling (Commission): Mr. White, would your owner consider leaving a wooded buffer, like a 30 foot buffer between the property and the residential properties that butt it?

Dustin White: As opposed to the 25 foot?

Jeff Steiling: Yeah, 25 to 30 foot is what I was thinking, and would they consider submitting a limited use overlay that might be more appealing to the neighbors?

Dustin White: I can't speak for them, I think that they're reasonable folks but ultimately the zoning aligns with what the city's long term use plan is and we're really just trying to get in alignment with that.

Lonnie Roberts: So, Jeff about the barrier, are you saying leave it untouched or, is that something that we can stipulate on a rezoning request?

Jeff Steiling: Yeah, I'm thinking leave it wooded as it is now, a buffer between and maybe it's the 25 foot that's already a requirement but.

Lonnie Roberts: So, can we make that a stipulation?

Derrel Smith: Yes.

Jeff Steiling: Can we stipulate a limited use overlay or do they have to propose that?

Derrel Smith: Unless you're prepared to table it and go back through, I don't think you can make them, that's not what they requested, so I don't think you can make them do that.

Lonnie Roberts: I mean, he's asking for a general C-3, we can't force him to change it, at this time.

Jeff Steiling: Would you be interested in tabling it and coming back with a limited use overlay?

Dustin White: I don't think so at this time. We don't have a specific use in mind.

Jeff Steiling: I guess that would be more eliminating potential uses, not necessarily choosing a use, but eliminating uses that might make these neighbors feel more at ease.

Dustin White: We're not interested in tabling it for now.

Lonnie Roberts: So, are we making the 25 foot untouched barrier?

Derrel Smith: Along, the residential property.

Lonnie Roberts: Along the residential property, yes. Is that agreeable to you Dustin?

Dustin White: Yeah, sounds good.

Lonnie Roberts: So, add that as a stipulation? Okay. Any other questions from the commissioners? Anyone ready to make a motion?

Dennis Zolper: Make a motion to approve the rezoning with the stipulations.

Lonnie Roberts: I have a motion on the floor, do I hear a second?

Jimmy Cooper: Cooper, second.

A motion was made by Dennis Zolper, seconded by Jimmy Cooper, that the matter be approved, and the motion was PASSED with the following vote:

Aye (4): Dennis Zolper, Jim Little, Jimmy Cooper, Kevin Bailey

Nay (2): Jeff Steiling, Stephanie Nelson

Absent (2): Monroe Pointer, Paul Ford

OFFICIAL RECEIPT

Receipt Date 01/14/2026 10:58 AM
Receipt Print Date 01/14/2026

Receipt # 00270072
Batch # 00014.01.2026

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

188.50

Detail:

01-000-0150-00

Proof of Publication 2620 Ale
xander (R-1 - C-3)

188.50

Total

188.50

Payment Information:

Cash

200.00

Change

11.50

Paula Thompson

Customer #: 000000

Cashier: ALCooksey
Station: ALCOOKSEY



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-26:002

Agenda Date: 1/20/2026

Version: 1

Status: Second Reading

In Control: City Council

File Type: Ordinance

AN ORDINANCE FOR THE APPROVAL OF A PRIVATE CLUB PERMIT FOR MONARCA'S MEXICAN RESTAURANT, LLC

WHEREAS, Monarca's Mexican Restaurant, LLC has applied for a private club permit to be located at 2704 Alexander Drive, Jonesboro, Arkansas; and

WHEREAS, Monarca's Mexican Restaurant, LLC desires to receive approval for a private club to be located at 2704 Alexander Drive, Jonesboro, Arkansas; and

WHEREAS, all applicable laws, rules and regulations have been complied with in presenting this Ordinance to the City Council.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas, that:

Monarca's Mexican Restaurant, LLC's application for a private club permit is hereby approved and it shall be and is entitled to apply to the Alcoholic Beverage Control Division of Arkansas for a private club license or permit to be located at 2704 Alexander Drive, Jonesboro, Arkansas.



City of Jonesboro Private Club Review and Conditions Form

Date 1-14-26

Address 2704 Alexander Dr.

Applicant on Behalf of Club Maria Huanes

Home Address 4303 Aggie Rd. Apt. 82 Jonesboro, AR 72403

Business Name Monarca's Mexican Restaurant

Business Address 2704 Alexander Dr. Jonesboro AR

City of Jonesboro official use below this:

Police Department:

Has any member been convicted of a felony? Yes _____ No X
If yes, How many years since conviction? _____

Comments: _____

Approve? Yes X No _____

Signature Chief of Police Rick Elliott

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-5

Approve? Yes X No _____

Signature Planning Director [Signature]

City Clerk:

Date received _____

Date entered in Legistar _____

City Council Action

Approve _____ Deny _____

HUNTER LAW FIRM, P.A.

Attorneys at Law
514 W. Washington - P.O. Box 926
Jonesboro, AR 72401

Scott Hunter
Scott Hunter, Jr.

Phone: 870-932-7800
Fax: 870-932-2497

January 8, 2026

Via Hand Delivery

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

Re: Monarca's Mexican Restaurant; Application for Alcohol Permit

To Whom This May Concern:

Enclosed please find an Application for Alcohol Permit for Monarch's Mexican Restaurant, as well as a check for \$250.00 for the application fee to be paid to the City Collector's Office.

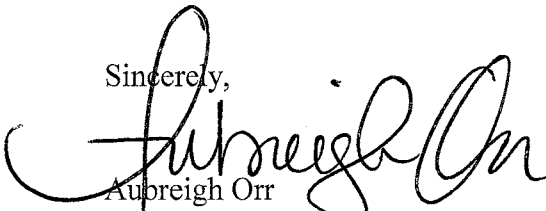
Please find the additional requested information below:

Incorporator/Organizer- Maria Huantes; Julio Moreno is listed as a member/manager, but does not make any decisions for the restaurant; therefore, an "authority to release" is not included for him.

Monarch's Mexican Restaurant is located at 2704 Alexander Drive, Jonesboro, AR 72401. A copy of the requested lease is included for your records.

If you require anything in addition to the included and requested information, please do not hesitate to let me know. Thank you!

Sincerely,



Aubreigh Orr
Paralegal to Scott Hunter, Jr.

/ano

CITY OF JONESBORO

APPLICATION FOR ALCOHOL PERMIT

We hereby make an application for a permit to serve alcoholic beverages on our premises.

Monarca's Mexican Restaurant, Inc.
NAME OF ENTITY FEIN #
APPLICANT NAME Maria Huantes
First Middle Last
HOME ADDRESS 4303 Aggie Rd, Apt 82, Jonesboro, AR 72405
Street City Zip County Craighead
BUSINESS NAME Monarca's Mexican Restaurant
BUSINESS ADDRESS 2704 Alexander Dr., Jonesboro, AR 72401
Street City Zip County Craighead

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

Sai Real Estate, LLC, 3320 Flemon, Jonesboro, AR 72404

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 owners/principals listed with the Arkansas Secretary of State:

NAME	TITLE	ADDRESS
Maria Huantes	Incorporator/ organizer	4303 Aggie Rd, Apt 82 Jonesboro, Ark 72405
Julio Moreno	member/ Manager	2704 Alexander Dr. Jonesboro, Ark 72401

Have any of the persons listed above 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 24th day of November, 2025.

Maria Huantes

Signature of Applicant/Managing Agent

Incorporator/organizer

Official Title

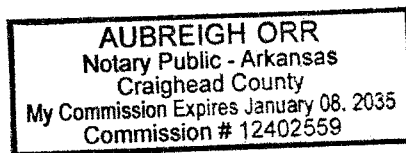
Subscribed and sworn to before me this 24th day of November, 2025

Aubreigh Orr

Notary Public

My Commission Expires:

Jan 8, 2035



SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Maria Huantes Sex _____ Date of Birth _____
2. Home Address 4303 Aggie Rd ^{Apt 82} Jonesboro AR 72405 Phone No. 870-273-3937
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? No.
 If so, give full information _____
11. Marital Status: Single () Married ☒ 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>
husband	Juan Huantes	4303 Aggie Rd	Construction
Son	Omar Huantes	4303 Aggie Rd	none.
Son	Luis Huantes	4303 Aggie Rd	none.
daughter	Arleth Huantes	4303 Aggie Rd	none.

(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:
4303 Aggie Rd, Apt 82, Jonesboro, AR 72405

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>
Rodeo Mexican Restaurant	1201 W. Parker Jonesboro, 72404	2014 - 2024

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.

Maria Huante
Applicant's Signature

STATE OF ARKANSAS

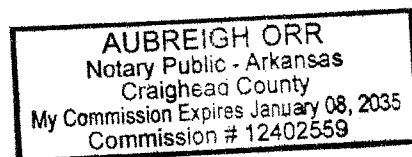
COUNTY OF Craighead

Maria Huante, 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 24th day of November, 2025.

Aubrey Orr
Notary Public

My Commission Expires: Jan 8, 2035



AUTHORITY TO RELEASE INFORMATION

Application filed by Applicant -A, Principal - P: A

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision is made on 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.

Marie Hunter

Signature - Full Name

11/24/25

Date

4303 Aggie Rd, Apt 82

Home Address

Jonesboro AR 72405

City

State

Zip

same

Mailing Address

City

State

Zip

870-213-3937

Contact Phone

Business Phone

Email Address

Subscribed and sworn to before me this

24th

day of

November

2025

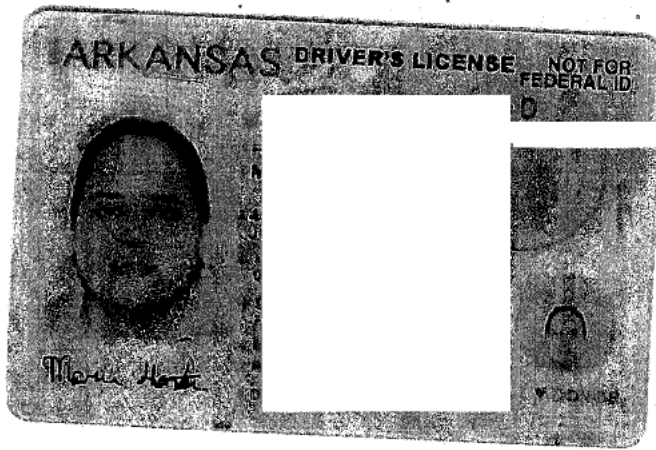
Aubrey Orr

Notary Public

My Commission Expires:

Jan 8, 2035

AUBREIGH ORR
Notary Public - Arkansas
Craighead County
My Commission Expires January 08, 2035
Commission # 12402559



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: **Huantes** First: **Maria** Middle:
Date of Birth: Sex: Race:
Social Security Number *'not verified, supplied at time of request'*
Home/Mailing Address: **4303 Aggie Rd Apt 83 Jonesboro, AR 72405**

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: **ABC004691608**

Date: **10/22/2025** 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 Alcohol Beverage Commission**

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.

OFFICIAL RECEIPT

Receipt Date 01/14/2026 09:34 AM
Receipt Print Date 01/14/2026

Receipt # 00270063
Batch # 00014.01.2026

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
Monarca's Mexican Restaurant
2704 Alexander Drive 250.00

Total 250.00

Payment Information:

Check 3293 250.00
Change 0.00

Hunter Law Firm
Customer #: 000000

Cashier: KMHattenhauer
Station: COLLECTIONSWIND

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), dated the ____ day of September, 2024, is between Sai Real Estate LLC ("Landlord"), and Monarca's Mexican Restaurant, LLC ("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 2704 Alexander Dr., Units C and D (the "Shopping Center"), City of Jonesboro, Craighead County, Arkansas, 72401, as shown on Exhibit A attached hereto, consisting of approximately Three Thousand Seven Hundred Seventy-Four (3,774) rentable square feet (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. Unit C consists of 1,774 rentable square feet and Unit D consists of 2,200 rentable square feet.

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

1.3 TERM OF LEASE. The Premises are hereby demised unto Tenant for a period of Twenty-Four (24) months (the "Term"), commencing on 9/01/2024 ("Commencement Date"), and ending on 08/31/2026.

1.4 RENT.

(a) Tenant shall pay to Landlord as rent for the Premises during the Term ("Base Rent") a monthly installment, payable in advance on the first day of every month without notice, demand, offset or deduction, and such Base Rent beginning with the Commencement Date. If Base Rent or any Additional Rent (defined below) has not been paid by the fifth (5th) day of the month in which it is due, 10% of the monthly payment (\$590.00) will be assessed as a late charge. The amount of each such installment shall be equal to the following:

Years	Sq. Ft.	Monthly Rent	Annual Rent
1-2			
Unit C	1,574sf	\$1,750/month for Sept. – Nov. 2024	
Unit D	2,200sf	\$0 Oct – Nov. 2024	
Units C & D	3,774	\$5,900/month for Dec. 2024 to end of term	\$70,800/year

(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, sewerage, painting, cleaning, policing, inspecting, landscaping, repairing, replacing, guarding and protecting the Shopping Center, excluding the Premises area, 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. The monthly Additional Rent shall be calculated based on the actual monthly Additional Rent paid the prior calendar year for operation and maintenance of the Common Area. At the end of each calendar year, the actual CAM costs for that year shall be calculated. Any additional CAM costs for the year, over and above the monthly CAM costs shall be paid by Tenant no later than 30 days following receipt of any written notice by Landlord of said expenditures. Failure to pay by Tenant within the 30 day period provided by Landlord shall constitute late payment of rent in violation of this Lease and entitle Landlord to any appropriate remedies otherwise provided in this Lease. In the event Tenant has paid more CAM expenses than were accrued during a calendar year, Tenant shall be given a credit for same against future CAM expenses.

1.5 SECURITY DEPOSIT. Tenant shall deposit with Landlord the sum of Five Thousand Nine Hundred and 00/100 United States Dollars (\$5,900) as a security deposit (the "Deposit"). The Deposit shall be held by 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. Landlord shall hold the Deposit in a separate fund. If at any time during the Term any Rent payable by Tenant shall be overdue, or if Tenant fails to perform any of the other terms, covenants or conditions to be performed by Tenant, then Landlord at its option, may appropriate and apply all or any portion of the Deposit to the payment of any such overdue Rent and to the compensation of Landlord for loss or damage sustained by Landlord due to a breach by Tenant as aforesaid, without prejudice to Landlord's other remedies.

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

1.7 DELIVERY AT THE END OF THE TERM. Tenant agrees that on the last day of the Term it shall without notice or demand deliver the Premises, including all improvements and fixtures permanently attached, and replacements thereto (except those which Tenant may be directed to remove) to Landlord, or Landlord's agent or assignee, in good order and condition. Tenant shall have repaired, at Tenant's expense, all damage to the Premises, ordinary wear and tear excepted. Upon the termination of this Lease, Tenant may remove all of Tenant's personal property. If Tenant does not remove Tenant's personal property from the Premises within five (5) days from the end of the Term, however ended, Landlord may, at its option, remove and dispose of the same as Landlord sees fit, without recourse by Tenant.

ARTICLE II

2.1 FINISH BY LANDLORD (BUILDING STANDARDS). Tenant and Landlord have inspected all major systems and these are delivered in working order. Tenant has inspected the Premises and accepts them AS-IS, WHERE-IS.

2.2 SERVICES TO BE FURNISHED BY LANDLORD. 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, or by Landlord for Tenant 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 One Million and No/100 United States Dollars (\$1,000,000.00)(the "Liability Insurance Amount"), insuring Tenant, Landlord, and Landlord's agents against all liability for injury to or death of a person or persons or damage to property arising from the Tenant's use and occupancy of the Premises; (2) contractual liability insurance coverage sufficient to cover Tenant's indemnity obligations hereunder; (3) insurance covering the full value of Tenant's property and improvements and other property (including property of others) in the Premises; (4) business interruption insurance; and (5) workman's compensation insurance, if applicable. Tenant shall furnish certificates of such insurance and such other evidence satisfactory to Landlord of the maintenance of all insurance coverages required hereunder, and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least 30 days before cancellation or (if available) a material change of any such insurance. All such insurance policies shall be in form, and issued by companies, reasonably satisfactory to Landlord.

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

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

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

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

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

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

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

3.7 INTENTIONALLY LEFT BLANK

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

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

3.10 OBLIGATIONS FOR REPAIRS. Landlord shall repair and maintain in good order and repair, at its sole cost and expense, the roof, slab floor and subfloor, exterior walls, structural members, foundation, parking lot and all asphalt surfaces of the Premises. Notwithstanding the foregoing, Landlord shall not have to make any repairs required of it by this Lease until Tenant gives Landlord written notice of the need therefore and a reasonable period within which to make such repairs, such period not to exceed 30 days, and Landlord shall not be required to repair any damage caused by the acts or negligent omissions of Tenant, its agents, employees, or invitees, or any damage to the Premises caused by burglary, robbery, or vandalism or resulting from any alterations (including roof penetrations) made to the Premises by Tenant whether with or without Landlord's consent. Except as is specifically made the responsibility of Landlord hereunder, Tenant agrees that during the entire term of this Lease it shall promptly and at its own expense service, keep, maintain in good repair, and replace as necessary all parts of the Premises, including, but not limited to, the following: all plumbing (including the fire protection sprinkler system, if any); piping; heating; air conditioning; ventilating; electrical and lighting facilities; equipment; fixtures; walls and wall coverings; ceilings; floors and floor coverings; windows; doors; and glass. Tenant shall keep the Premises in good, clean, and tenantable condition; and Tenant shall at its sole cost and expense keep the Premises free of insects, rodents, vermin, and other pests. Under no circumstances will Tenant make any roof penetrations without Landlord's prior written consent, and with such consent only using a roofing contractor approved by Landlord in its sole discretion. Notwithstanding any language to the contrary, Landlord will be responsible for up to \$2,500.00 in heating and air conditioning repairs and maintenance per calendar year. Tenant will be responsible for all heating and air conditioning repairs and maintenance per calendar year over \$2,500.00.

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 of the Shopping Center as set out in Section 3.8 above.
- (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. However, no other salons will be permitted in the Shopping Center without the prior written permission of Tenant.
- (k) To designate and approve, prior to installation, all types of window shades, blinds, drapes, awnings, window ventilators and other similar equipment, and to approve all internal lighting that may be visible from the exterior of the Shopping Center.

- (m) To have and retain a paramount title to the Premises free and clear of any act of Tenant.
- (n) To sell, assign or transfer all of Landlord's interest in the Lease, without necessity or notice or consent from Tenant, and without relieving itself from its obligations under the Lease for the period it was Landlord.
- (o) To prohibit the placing of vending or dispensing machines of any kind in or about the Premises without the prior written permission of Landlord, and to regulate the use thereof.

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

- (a) Tenant shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of ten (10) days.
- (b) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent, and shall not cure such failure within fifteen (15) days after written notice thereof to Tenant.
- (c) Tenant shall make an assignment for the benefit of creditors.
- (d) Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant or any guarantor of Tenant's obligations shall be adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations thereunder and such adjudication shall not be vacated or set aside or stayed within the time permitted by law.
- (e) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations and such receivership shall not be terminated or stayed within the time permitted by law.
- (f) Tenant shall desert, vacate or abandon any substantial portion of the Premises.

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

- (a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any loss and damage which Tenant may suffer by reason of such termination, whether through failure to relet the Premises on satisfactory terms or otherwise.
- (b) Without terminating this Lease, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, make such alterations and repairs as may be necessary in order to relet the Premises, and relet the Premises or any part thereof for such term and at such rental and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting, the rentals received by Landlord shall be applied: first, to the payment of any indebtedness other than rent hereunder due from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting including brokerage fees

and attorney's fees and costs of such alterations and repairs; third, to the payment of any rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than the rent to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord upon demand. No such re-entry or taking of possession by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention shall be given to Tenant; and any attempt by Landlord to mitigate its claim for damages against Tenant by reletting the Premises shall not be construed as a waiver of its right to damages under this section.

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

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

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

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

4.4 SUBORDINATION OF LEASE, ATTORNMENT, NON-DISTURBANCE. This Lease and all rights of Tenant hereunder are subject and subordinate to any deeds of trust, mortgages, security agreements, lease assignments or other instruments of security, as well as to any ground leases or primary leases, that now or hereafter cover all or any part of the Shopping Center, the land situated beneath the Shopping Center or any interest of Landlord therein, and to any and all advances made on the security thereof, and to any and all increase, renewals, modifications, consolidations, replacements and extensions of any of the foregoing. This provision is hereby declared by Landlord and Tenant to be self-operative and no further instrument shall be required to affect such subordination of this Lease. Tenant shall,

however, upon demand at any time or times execute, acknowledge and deliver to Landlord any and all instruments and certificates that in the judgment of Landlord may be necessary or proper to confirm or evidence such subordination. Notwithstanding the generality of the foregoing provisions of this Section 4.4, Tenant agrees that any such mortgagee, secured party or assignee shall have the right at any time to subordinate any such deeds of trust, mortgages, security agreements, lease assignments or other instruments of security to this Lease on such terms and subject to such conditions as they may deem appropriate in their discretion. Provided, however, so long as Tenant is not in default in the payment of rent or in the performance of any of the terms of the Lease, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease or any renewal thereof shall not be diminished or interfered with by any aforesaid mortgagee, secured party or assignee. Tenant hereby irrevocably appoints Landlord as attorney in fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instruments. Tenant agrees to pay all rent due hereunder directly to any aforesaid mortgagee, secured party or assignee, or as Tenant may be directed by the same, upon the receipt of notice from the same that Landlord is in default under their particular security instrument. Tenant agrees in the event it is requested by such mortgagee, secured party or assignee, or any proceedings are brought for the foreclosure or enforcement of any such security instrument, to attorn to the holder of the same and to recognize them as Landlord under this Lease. Tenant agrees to execute and deliver at any time and from time to time upon the request of Landlord any instrument that may be necessary or appropriate in any such event to evidence such attornment. Tenant hereby irrevocably appoints Landlord and the holder of such security instrument, or any of them, the attorney in fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instrument. Tenant further waives the provisions of any statute or law now or hereafter in effect which may give or support to give Tenant any right to terminate or otherwise adversely affect this Lease in the event any such foreclosure proceeding is brought. Tenant and Landlord further agree that any agreement by either of them to pay any leasing commissions in regard to the Lease shall not be enforceable against any party other than the party entering into such agreement, and such agreement shall at all times be subordinate and inferior to the lien of any aforesaid security instrument.

4.5 RENEWAL OR AMENDMENT. Upon written notice to Landlord received by Landlord no less than one hundred eighty (180) days prior to the expiration of the Term or a Renewal Term (the "Renewal Option Notice"), Tenant shall have the right and option (each, a "Renewal Option") to extend the Term for the Premises for five (5) additional and consecutive two (2) 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 an amount equal to five percent (5.0%) over the annual Base Rent for the immediately preceding Term or Renewal Term, as applicable. If Tenant shall fail to provide a Renewal Option Notice to Landlord in the time set forth herein, then Landlord and Tenant agree the then current Renewal Option shall be deemed to be exercised, and Tenant shall continue as tenant in the Premises for the next Renewal Term pursuant to the terms of this Lease. In Landlord's sole discretion, Tenant shall not be entitled to exercise a Renewal Option for any Renewal Term if Tenant is in default under the terms of this Lease either at the time it provides the Renewal Option Notice, or at the beginning of any Renewal Term. No other amendment of this Lease shall be binding on either party unless it is in writing and signed by Landlord and Tenant. If Tenant elects to not renew the Lease, it shall provide written notice of same to Landlord at least ninety (90) days before the expiration of the initial lease term.

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 untenantable 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 prorated for that portion of the Premises that are untenantable and abated on a per diem basis for that portion of the Premises that is untenantable. 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. Further, Landlord shall carry all risk property damage insurance with flood and earthquake endorsements for the full replacement value of the Shopping Center with Tenant as an additional insured as its interest may appear.

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: Sai Real Estate LLC
3320 Flemon
Jonesboro, AR 72404

TENANT:

Monarca's Mexican Restaurant, LLC

c/o Maria Huanes

4303 Aggie Road, Apt. 82

Jonesboro, AR 72401-8498

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.

Unit D of this Lease was negotiated by Haag Brown and Landlord is responsible for any broker commission related to Unit D.

4.16 SECURITY AGREEMENT. Tenant hereby grants to Landlord a security interest in all, fixtures and improvements, 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 Maria Huantes and Julio Morano Acosta ("Guarantors"), who are Members 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 C** (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:

Sai Real Estate LLC

By: _____
Name: _____
Title: _____

TENANT:

Monarca' Mexican Restaurant, LLC

By: _____
Name: _____

Title: _____

EXHIBIT A

[LEGAL DESCRIPTION/DEPICTION OF THE PREMISES]

Units C and D.

EXHIBIT B

[DEPICTION OF THE PYLON SIGN] LL to insert photo and depiction of Tenant's 2 spaces on both sides of the pylon. Please also add façade photo with outline of where Tenant is allowed to place signage above Tenant's space(s).

EXHIBIT C

[FORM OF GUARANTY]

GUARANTY

IN CONSIDERATION of the execution and delivery of the attached Lease dated 09/01/ 2024, by and between Sai Real Estate LLC, an Arkansas limited liability company ("Landlord"), Monarca's Mexican Restaurant, LLC ("Tenant"), the undersigned Maria Huantes (the "Guarantor"), having an address for notice at 4303 Aggie Road, Apt. 83, Jonesboro, AR 72401-8498 hereby absolutely and unconditionally guarantees 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. Guarantor hereby expressly waives notice of all defaults and hereby waives all suretyship defenses. Guarantor agrees 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 Guarantor.

The undersigned agrees 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 Guarantor. If the Lease is assigned, Guarantor waives any requirement that Guarantor reaffirm this Guaranty in order for Guarantor's obligations under this Guaranty to continue to be binding on Guarantor following any such assignment of the Lease, but Guarantor 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 its heirs, legal representatives, successors and assigns.

For purposes of this Guaranty, the word "Tenant" shall also include the successors, heirs, executors, personal representatives, trustees, guardians, conservators 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 GUARANTOR 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 Guarantor further agree, if requested to confirm such waivers in writing at the time of commencement of any such action, proceeding, counterclaim, or crossclaim.

The individual signing below on behalf of Guarantor hereby represents and warrants that he is 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 ____ DAY OF
SEPTEMBER, 2024.

GUARANTOR:

MARIA HUANTES

BY _____

OFFICIAL RECEIPT

Receipt Date 01/15/2026 09:00 AM
Receipt Print Date 01/15/2026

Receipt # 00270163
Batch # 00515.01.2026

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

105.95

Detail:

01-000-0150-00

Proof of Publication Monarca'
s Private Club

105.95

Total

105.95

Payment Information:

Check 3299

105.95

Change

0.00

Hunter Law Firm, P.A.
Customer #: 010886

PO Box 926
Jonesboro, AR 72403-0926

Cashier: ALCooksey
Station: ALCOOKSEY



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: ORD-26:003

Agenda Date: 1/20/2026

Version: 1

Status: Second Reading

In Control: City Council

File Type: Ordinance

AN ORDINANCE FOR THE APPROVAL OF A PRIVATE CLUB PERMIT FOR WALK-ON'S SPORTS BISTREAUX

WHEREAS, Walk-on's Sports Bistreaux has applied for a private club permit to be located at 2809 E. Highland Drive, Jonesboro, Arkansas; and

WHEREAS, Walk-on's Sport Bistreaux desires to receive approval for a private club to be located at 2809 E. Highland Drive, Jonesboro, Arkansas; and

WHEREAS, all applicable laws, rules and regulations have been complied with in presenting this Ordinance to the City Council.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas, that:

Walk-on's Sports Bistreaux's application for a private club permit is hereby approved and it shall be and is entitled to apply to the Alcoholic Beverage Control Division of Arkansas for a private club license or permit to be located at 2809 E. Highland Drive, Jonesboro, Arkansas.



City of Jonesboro
Private Club Review and Conditions Form

Date 1-14-26
Address 2809 E. Highland
Applicant on Behalf of Club Andrew John DiPippa
Home Address 3719 Stadium Blvd. Jonesboro, AR
Business Name Walk-On Sports Bistreaux
Business Address 2809 E. Highland

City of Jonesboro official use below this:

Police Department:

Has any member been convicted of a felony? Yes _____ No X
If yes, How many years since conviction? _____

Comments: _____

Approve? Yes X No _____

Signature Chief of Police

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

City Clerk:

Date received _____

Date entered in Registrar _____

City Council Action

Approve _____ Deny _____

HUNTER LAW FIRM, P.A.

Attorneys at Law
514 W. Washington - P.O. Box 926
Jonesboro, AR 72401

Scott Hunter
Scott Hunter, Jr.

Phone: 870-932-7800
Fax: 870-932-2497

January 13, 2026

Via Hand Delivery

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

Re: Walk-On's Sports Bistreaux; Application for Alcohol Permit

To Whom This May Concern:

Enclosed please find an Application for Alcohol Permit for Walk-On's Sports Bistreaux, as well as a check for \$250.00 for the application fee to be paid to the City Collector's Office.

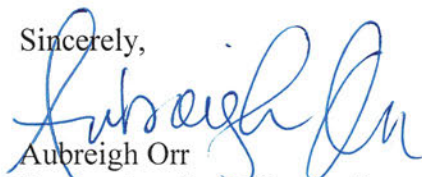
Please find the additional requested information below:

OMSP Holdings in an LLC that was incorporated by Scott Hunter, Jr. And is currently listed on the Secretary of State's Website, along with Michelle Hix and Austin Hix and Directors. All three has resigned from their position and Andrew DiPippa, who is the Regional Operating Manager and President, and further the only decision making person in relation to Walk-On's Sports Bistreaux. An "authority to release" is included for him.

Walk-On's Sports Bistreaux Restaurant will be located at 2809 East Highland Drive, Jonesboro, AR 72401 and is currently under construction. A copy of the requested lease is included for your records.

If you require anything in addition to the included and requested information, please do not hesitate to let me know. Thank you!

Sincerely,



Aubreigh Orr
Paralegal to Scott Hunter, Jr.

/ano

CITY OF JONESBORO

APPLICATION FOR ALCOHOL PERMIT

We hereby make an application for a permit to serve alcoholic beverages on our premises.

OMSP Holdings

NAME OF ENTITY

FEIN #

APPLICANT NAME

Andrew

John

DiPippa

First

Middle

Last

HOME ADDRESS

3719 Stadium Blvd, Jonesboro, 72401 Craighead

Street

City

Zip

County

BUSINESS NAME

Walk-on's Sports Bureaux

BUSINESS ADDRESS

2809 E. Highland, Jonesboro, 72401; Craighead

Street

City

Zip

County

Does the entity 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 owners/principals listed with the Arkansas Secretary of State:

NAME	TITLE	ADDRESS
Scott Hunter, JR	Organizer	514 W. Washington, 72401
Michelle Hix	Director	514 W. Washington, 72401
Scott Hunter, JR	Director	514 W. Washington 72401
Austin Hix	Director	514 W. Washington 72401

Have any of the persons listed above 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 January

2026


Signature of Applicant/Managing Agent

Regional Operations Partner

Official Title

Subscribed and sworn to before me this 6th day of January

2026


Notary Public

My Commission Expires: 1/18/35

AUBREIGH ORR
Notary Public - Arkansas
Craighead County
My Commission Expires January 08, 2035
Commission # 12402559

SCHEDULE A – INDIVIDUAL’S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Andrew John DiPippa Sex Male Date of Birth 11-1-78
2. Home Address 3719 Stadium Blvd Jonesboro Phone No. 501-951-0800
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)? ☒ If so, give name, place, and permit number(s)
Outback Steakhouse - Conway, AR; Walk-on's Sports Bistreaux,
Rogers, AR
10. Have you applied and been refused a permit at the applied for location within the last 12 months? No
If so, give full information _____
11. Marital Status: Single ☒ Married () Divorced () Separated () Other ()
12. Furnish complete information regarding members of immediate family:

<u>Relationship</u>	<u>Full Name</u>	<u>Address</u>	<u>Occupation</u>
Daughter	Italy Marie DiPippa	3719 Stadium Jonesboro, 72401	none
Daughter	Bella Ann DiPippa	" "	none

(a) Are any of the above to be connected with the operation of the outlet? None.

(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:

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

Your Business or Occupation	Name & Address of Employer	Dates of Employment
Restaurant manager	University Development Corp of LA 3622 Parsons Green Shreveport, LA 71106	8/19/19 - 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.


Applicant's Signature

STATE OF ARKANSAS

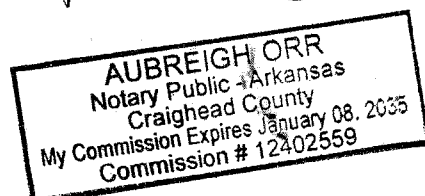
COUNTY OF Craighead

Andrew DiPippa, 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 January, 2020


Notary Public

My Commission Expires: Jan 8, 2025



AUTHORITY TO RELEASE INFORMATION

Application filed by Applicant -A, Principal - P: _____

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision is made on this alcohol 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.



1/6/2026 Signature - Full Name

Date

3719 Stadium Blvd D18

Home Address

Jonesboro Ar 72404

City

State

Zip

4303 W Worthington

Mailing Address

Roges Ar 72708

City

State

Zip

501-951-0800

Contact Phone

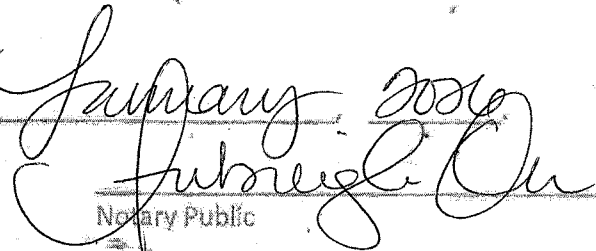
same

Business Phone

andrew@mcgroup.com

Email Address

Subscribed and sworn to before me this 6th day of


Notary Public

My Commission Expires:

Jan 8, 2035

AUBREIGH ORR
Notary Public - Arkansas
Craighead County
My Commission Expires January 08, 2035
Commission # 12402559

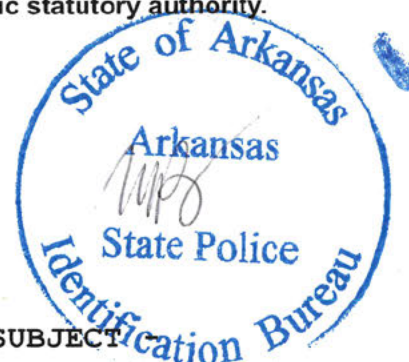
ARKANSAS STATE POLICE

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: **DiPippa** First: **Andrew** Middle: **John**
Date of Birth: Sex: Race:
Social Security Number: *(not verified, supplied at time of request)*
Home/Mailing Address: **3719 Stadium Blvd, APT D18 Jonesboro, AR 72404**



- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT

Requestor Information

Transaction Number: **ABC004664769**

Date: **09/18/2025** Agency Reporting: **Arkansas State Police**

Purpose: **ABC Mandated pursuant to Arkansas Code Â§3-2-103 regarding applicants for alcohol permits issued by the Alcoholic Beverage Control Division.**

Released To: **Meridith Bopp On Behalf of Alcoholic Beverage Control**

Representing: **Alcoholic Beverage Control**

Mailing Address: **101 East Capitol, Suite 401 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 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.

ARKANSAS STATE POLICE

FBI Criminal History Report

Subject of Record

Last: **DiPippa** First: **Andrew** Middle: **John**
Date of Birth: Sex: Race:
Social Security Number: (not verified, supplied at time of request)

FBI Information

FBI Report Information

FBI Response: Hit

Transaction Number: **ABC004664769**

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306
AR920480Z

TCN ABC004664769X124209414

THE FBI IDENTIFIED YOUR TEN-PRINT SUBMISSION WHICH
CONTAINED THE FOLLOWING DESCRIPTORS:

NAME DIPIPPA,ANDREW JOHN
SEX RACE BIRTH DATE HEIGHT WEIGHT EYES HAIR
M W 1980/03/12 511 233 BROWN BROWN
STATE ID BIRTH PLACE
NULL VIRGINIA
CITIZENSHIP
UNITED STATES
OTHER BIRTH SOCIAL
DATES SCARS-MARKS-TATTOOS SECURITY MISC NUMBERS
NONE NONE 429-81-5327 NONE
ALIAS NAME(S)
NONE
END OF COVER SHEET

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

AR920480Z ICN E2025325000000285781

BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY
SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

THIS RECORD IS SUBJECT TO THE
FOLLOWING USE AND DISSEMINATION RESTRICTIONS

UNDER PROVISIONS SET FORTH IN TITLE 28, CODE OF FEDERAL
REGULATIONS (CFR), SECTION 50.12, BOTH GOVERNMENTAL AND NONGOVERNMENTAL
ENTITIES AUTHORIZED TO SUBMIT FINGERPRINTS AND RECEIVE FBI IDENTIFICATION
RECORDS MUST NOTIFY THE INDIVIDUALS FINGERPRINTED THAT THE FINGERPRINTS
WILL BE USED TO CHECK THE CRIMINAL HISTORY RECORDS OF THE FBI. ARKANSAS
IDENTIFICATION RECORDS OBTAINED FROM THE FBI MAY BE USED SOLELY FOR
THE PURPOSE REQUESTED AND MAY NOT BE DISSEMINATED OUTSIDE THE RECEIVING
DEPARTMENT, RELATED AGENCY OR OTHER AUTHORIZED ENTITY. IF THE INFORMATION
ON THE RECORD IS USED TO DISQUALIFY AN APPLICANT, THE OFFICIAL MAKING THE
DETERMINATION OF SUITABILITY FOR LICENSING OR EMPLOYMENT SHALL PROVIDE THE
APPLICANT THE OPPORTUNITY TO COMPLETE, OR CHALLENGE THE ACCURACY OF, THE
INFORMATION CONTAINED IN THE FBI IDENTIFICATION RECORD. THE DECIDING
OFFICIAL SHOULD NOT DENY THE LICENSE OR EMPLOYMENT BASED ON THE
INFORMATION IN THE RECORD UNTIL THE APPLICANT HAS BEEN AFFORDED A

REASONABLE TIME TO CORRECT OR COMPLETE THE INFORMATION, OR HAS DECLINED TO DO SO, AN INDIVIDUAL SHOULD BE PRESUMED NOT GUILTY OF ANY CHARGE/ARREST FOR WHICH THERE IS NO FINAL DISPOSITION STATED ON THE RECORD OR OTHERWISE DETERMINED. IF THE APPLICANT WISHES TO CORRECT THE RECORD AS IT APPEARS IN THE FBI'S CJIS DIVISION RECORDS SYSTEM, THE APPLICANT SHOULD BE ADVISED THAT THE PROCEDURES TO CHANGE, CORRECT OR UPDATE THE RECORD ARE SET FORTH IN TITLE 28, CFR, SECTION 16.34.

- FBI IDENTIFICATION RECORD -

WHEN EXPLANATION OF A CHARGE OR DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH THE AGENCY THAT FURNISHED THE DATA TO THE FBI.

END OF PART 1 - PART 2 TO FOLLOW

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

AR920480Z ICN E2025325000000285781

PART 2

- FBI IDENTIFICATION RECORD - FBI NO.-857749XD2

NAME FBI NO. DATE REQUESTED

DIPIPPA, ANDREW JOHN 857749XD2 2025/11/21

SEX RACE BIRTH DATE HEIGHT WEIGHT EYES HAIR

M W 1980/03/12 511 194 BRO BRO

BIRTH PLACE

VIRGINIA

PATTERN CLASS CITIZENSHIP

WU LS RS WU RS LS LS LS LS LS UNITED STATES

1-ARRESTED OR RECEIVED 2014/03/10 SID-TX90459611

AGENCY-POLICE DEPARTMENT BEDFORD (TX2200300)

AGENCY CASE-9178497604

FINGERPRINT INFORMATION

BSI/2000202699313

PRINT DATE/2014/03/10

CHARGE 1-DRIVING WHILE INTOXICATED BAC >= 0.15 49.04(D) PC

COURT- ()

CHARGE-III/PC 49 04(D) DRIVING WHILE INTOXICATED BAC GREATER THAN
OR EQUAL 0 15

III/COURT DATE 20140519 1362068001 CAUSE NBR MISD - CLASS A

CONVICTED 090DAYS CONFINEMENT 018MTHS PROBATION \$1250 COURT

FINE; SENTENCE DATE 20151222 1362068001 CAUSE NBR MISD - CLASS A

PROBATION DISCHARG

RECORD UPDATED 2025/11/21

ALL ENTRIES CONTAINED IN THIS FBI RECORD ARE BASED ON

FINGERPRINT COMPARISONS AND PERTAIN TO THE SAME INDIVIDUAL.

THE USE OF THIS RECORD IS REGULATED BY LAW. IT IS PROVIDED FOR OFFICIAL

USE ONLY AND MAY BE USED ONLY FOR THE PURPOSE REQUESTED.

Requestor Information

Date: 09/18/2025

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: Meridith Bopp On Behalf of Alcoholic Beverage Control

Representing: Alcoholic Beverage Control

Mailing Address: 101 East Capitol, Suite 401 Little Rock, AR 72201

BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE. THIS RECORD IS SUBJECT TO THE FOLLOWING USE AND DISSEMINATION RESTRICTIONS: UNDER PROVISIONS SET FORTH IN TITLE 28, CODE OF FEDERAL REGULATIONS (CFR), SECTION 50.12, BOTH GOVERNMENTAL AND NONGOVERNMENTAL ENTITIES AUTHORIZED TO SUBMIT FINGERPRINTS AND RECEIVE FBI IDENTIFICATION RECORDS MUST NOTIFY THE INDIVIDUALS FINGERPRINTED THAT THE FINGERPRINTS WILL BE USED TO CHECK THE CRIMINAL HISTORY RECORDS OF THE FBI. IDENTIFICATION RECORDS OBTAINED FROM THE FBI MAY BE USED SOLELY FOR THE PURPOSE REQUESTED AND MAY NOT BE DISSEMINATED OUTSIDE THE RECEIVING DEPARTMENT, RELATED AGENCY OR OTHER AUTHORIZED ENTITY. THE USE OF THIS RECORD IS REGULATED BY LAW. IT IS PROVIDED FOR OFFICIAL USE ONLY AND MAY BE USED ONLY FOR THE PURPOSE REQUESTED.

OFFICIAL RECEIPT

Receipt Date 01/14/2026 09:35 AM
Receipt Print Date 01/14/2026

Receipt # 00270061
Batch # 00014.01.2026

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
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Detail:

01-134-0517-00	
Walk On Sports Bistreaux 2809	
E Highland	250.00

Total	250.00
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Payment Information:

Check	3295	250.00
Change		0.00

Hunter Law Firm
Customer #: 000000

Cashier: KMHattenhauer
Station: COLLECTIONSWIND

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this "Lease") is made and entered into by and between **GAMBLE LAND COMPANY, LLC**, an Arkansas limited liability company, and or assignee ("Landlord"), and **JONESBORO EATS, LLC**, a Louisiana limited liability company ("Tenant").

ARTICLE I – DEFINITIONS AND EXHIBITS

1.1 Definitions.

Additional Rent: The Tax Share, and any other amounts (other than Annual Rent) owed to Landlord by Tenant as specifically set forth in this Lease. This term is used for the convenience of the parties and is not intended to identify a classification for accounting or tax purposes.

Addresses for Notices and/or Payments: The addresses for sending notices and/or payments to Landlord and/or Tenant, until changed by a notice given pursuant hereto, as more particularly provided in Section 16.3:

If to Landlord:

GAMBLE LAND COMPANY, LLC
24 County Road 912
Brookland, AR 72417
Telephone No.: (870) 931-3352

With a copy to:

Adam Bodeker
P. O. Box 17283
Jonesboro, AR 72403
Telephone No.: (870) 275-5331

If to Tenant:

JONESBORO EATS, LLC
362 Parsons Green
Shreveport, Louisiana 71106
Telephone No.: (318) 470-9436

With a copy to:

Wiener, Weiss & Madison, APC
c/o Richard D. Lamb, III
330 Marshall Street, Suite 1000
Shreveport, Louisiana 71101
Telephone No.: (318) 226-9100

Annual Rent: The respective annual and monthly installment amounts set forth in the schedule below for each Lease Year of the Term.

Lease Years	Annual Rent	Monthly Installment
1-5	\$110,000.00	\$9,166.67
6-10	\$121,000.00	\$10,083.33
11-15	\$133,100.00	\$ 11,091.67
16-20	\$146,410.00	\$12,200.83
21-25	\$161,051.00	\$13,420.92
26-30	\$177,156.10	\$14,763.01
31-35	\$194,871.71	\$16,239.31

Award: As defined in Section 9.3D.

Broker: Eric Boen of Commercial Realty NWA, LLC.

Building: The building (not including its attached service court and/or dumpster yard) that Tenant intends to construct upon the Premises in accordance with the provisions of this Lease.

Claims: Related claims, demands, causes of action, judgments, liens, losses, liabilities and costs (including reasonable attorneys' fees and court costs).

Closing Date: As defined in Section 16.25E.

Commencement Date: The earlier of (a) Tenant receiving a certificate of occupancy, (b) seven (7) months after construction begins, or (c) twelve (12) months after the execution of this Lease.

Construction Completion Deadline: As defined in Section 5.2(B)

Covenant to Open: As defined in Section 2.4.

Covenant to Operate: As defined in Section 2.4.

Cure Deadline: As defined in Section 4.1B.

Cure Notice: As defined in Section 4.1B.

Delivery Deadline/Delivery Date: As defined in Section 5.1A.

Discontinuance: Any closure to the public and/or cessation of the operations of Tenant's business at the Premises provided Tenant is either (a) remodeling Tenant's Improvements in a reasonably diligent manner or (b) closed for a commercially reasonable period of time under the circumstances (i) as a result of an assignment, subletting or brand re-imaging or (ii) due to a casualty, condemnation or other Force Majeure Event.

Due Diligence and Permitting Period: The period of one hundred twenty (120) days after the Effective Date, as more particularly described in Sections 4.1 and 4.2.

Effective Date: The date of the full execution and delivery of this Lease, both parties having signed and dated this Lease in the appropriate locations below (before, if and as necessary, witnesses).

Event of Default: As defined in Section 13.1A

Fair Market Value: of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's length transaction, as determined by a Qualified Appraiser.

Fee Mortgage: Any financing obtained by Landlord, as evidenced by any mortgage, deed of trust, assignment of leases and rents, or other instruments, and secured by the fee interest of Landlord in the Property, including any extensions, modifications, amendments, replacements, supplements, renewals, refinancings, and consolidations thereof.

Fee Mortgagee: The holder of a Fee Mortgage.

Force Majeure Event: (a) acts of God; (b) flood, fire, earthquake, tornados, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; (i) government ordered closure of the Tenant's business as a result of any pandemic or endemic, and (j) other similar events beyond the reasonable control of the Impacted Party, as defined in Article XIV.

Form: As defined in Section 3.1.

Go Dark Event: As defined in Section 2.4.

Hazardous Material(s): Any hazardous, toxic, radioactive or pollutant substance identified as such by applicable Law, that are now or hereafter regulated, controlled or prohibited by, any Laws, including, without limitation, (a) asbestos-containing materials, polychlorinated biphenyls, urea formaldehyde, gasoline and petroleum, (b) any regulated quantity of a "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and the regulations promulgated thereunder, (c) any regulated quantity of a "hazardous substance" as defined by the Comprehensive

Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, and as otherwise amended from time to time, and the regulations promulgated thereunder, and (d) the Clean Air Act, 42 U.S.C. Section 7401, et seq., as amended from time to time, and the regulations promulgated thereunder.

Initial Use: A "Walk-On's" restaurant.

Interest: As defined in Section 13.4.

Landlord's Preliminary Obligations: The matters described in Section 5.1.

Landlord's Property: That certain property located in the City of Jonesboro, Arkansas, being more particularly described on Exhibit A-2 and depicted and identified on Exhibit B-2. Landlord's Property is located adjacent to the Premises.

Law(s): All present and future laws, statutes, codes, ordinances, orders, rules and regulations of all federal, state, local and municipal governments, agencies and authorities having jurisdiction over the Premises.

Lease Year: Each successive twelve (12) full, calendar month period beginning on the Commencement Date, except that (a) the first Lease Year shall also include any partial calendar month at the beginning of the Primary Term if the Commencement Date is not the first day of a calendar month and (b) the last Lease Year of the Term may be a shorter period if this Lease is terminated early.

Leasehold Mortgage: Any loan financing obtained by Tenant, as evidenced by any mortgage, deed of trust, or other instrument and secured by Tenant's interest in this Lease and the leasehold estate created hereby, including any extensions, modifications, amendments, replacements, supplements, renewals, and refinancing, thereof.

Leasehold Mortgagee: The holder of a Leasehold Mortgage.

Memorandum of Lease: As defined in Section 4.3.

Mortgagee Lease: As defined in Section 12.7.

New Title Commitment: As defined in Section 16.25D.

New Title Policy: As defined in Section 16.25D.

Partial Taking: As defined in Section 9.3B.

Permitted Exceptions: As defined in Section 16.25D.

Permitted Title Exceptions: All of the title exceptions and matters of public record disclosed by the Title Commitment and/or the Survey and subsequently accepted (or deemed accepted) by Tenant, as more particularly described in Section 4.1B.

Permitted Use: The use(s) permitted at the Premises pursuant to the provisions of Section 2.3.

Possession Date: Unless an earlier date is expressly acknowledged and agreed to, in writing, by Landlord and Tenant, the later of (a) the Satisfaction Date or (b) the Delivery Date.

Pre-Term: The period beginning on the Possession Date and ending at midnight on the day before the Commencement Date.

Premises: That certain property located 2809 E. Highland Drive, Jonesboro, Arkansas 72401, County of Craighead, being more particularly described on Exhibit A-1 and depicted and identified on Exhibit B-1, and containing approximately 1.5 acres of land, together with any buildings and other improvements constructed or to be constructed thereon and the use of all rights, privileges, easements, licenses and appurtenances belonging or in any way pertaining thereto (see Section 2.1).

Primary Term: The period beginning on the Commencement Date and ending on the last day of the fifteenth (15th) Lease Year.

Purchase Option: As defined in Section 16.25A.

Purchase Option Notice: As defined in Section 16.25A.

Purchase Price: As defined in Section 16.25A.

Qualified Appraiser: means an independent appraiser, selected by Tenant, who is licensed or certified in the state where the assets at issue are located and who has experience valuing assets substantially similar to the type of assets to be appraised.

Recapture Notice: As defined in Section 2.5.

Recapture Option: As defined in Section 2.5.

Released Parties: As defined in Section 8.7.

Removable Property: As defined in Section 15.1.

Renewal Term(s): The four (4) successive periods of five (5) Lease Years each granted to Tenant to extend the Primary Term.

Rent: The Annual Rent and Additional Rent.

Satisfaction Date: The later date of (a) Landlord's receipt of written notice of Tenant's waiver of all of its Due Diligence and Permitting Period-related Lease termination rights

pursuant to the provisions of Sections 4.1 and 4.2 and (b) Tenant's receipt of written notice (including any required supporting documentation) of Landlord's completion of all of Landlord's Preliminary Obligations pursuant to the provisions of Section 5.1.

Separately Assessed: As defined in Section 3.2A.

Survey: As defined in Section 4.1A.

Taking: As defined in Section 9.3D.

Tax Share: As defined in Section 3.2.

Taxes: The ad valorem real property taxes and general assessments imposed by a governmental entity having taxing jurisdiction over the Premises that become due during the Term (from and after the Commencement Date) against the Premises, including the land and any improvements located or to be located thereon, which may be lawfully assessed either in the name of Landlord, the fee owner (if other than Landlord) or Tenant. "Taxes" shall not include any special assessments levied, whether as "tax increment financing" or otherwise. "Taxes" shall also include any increases in Taxes resulting from the execution of this Lease and/or new construction with respect to the Premises or the land or improvements within the tax parcel which constitutes or includes the Premises. "Taxes" shall not include any increases in Taxes resulting from a reassessment due solely to Landlord's sale or other transfer of its interest in and to the Premises or the tax parcel which constitutes or includes the Premises after the Effective Date. "Taxes" shall not include any income, franchise, corporate, estate, inheritance, transfer, succession, profits or revenue taxes. The amount of "Taxes" will be calculated using the full benefit of all discounts, credits and/or abatements that are made available by the taxing authority.

Temporary Taking: As defined in Section 9.3C.

Tenant's Final Plans: As defined in Section 4.2A.

Tenant's Improvements: As defined in Section 4.2A.

Tenant's Leasehold Estate: As defined in Section 9.3D.

Tenant's Preliminary Plans: As defined in Section 4.2A.

Tenant's Studies: As defined in Section 4.1.

Tenant's Work: The matters described in Section 5.2A.

Term: The Pre-Term and the Primary Term, together with any exercised Renewal Term(s).

Title Commitment: Title Company's commitment to issue the Title Policy to Tenant.

Title Company: Lenders Title Company, Attn: Teresa Peters at 1501 N. University Avenue, Ste. 100, Little Rock, Arkansas 72207, Phone: 501-537-4180, Email: tpeters@lenderstitle.com.

Title Cure Period: As defined in Section 16.25D.

Title Defects: As defined in Section 16.25D.

Title Policy: The ALTA Owner's Policy of Title Insurance with an ALTA 13 Leasehold Endorsement, subject only to the Permitted Title Exceptions and such policy's standard pre-printed exceptions, to be issued, at Tenant's sole cost, by Title Company.

Total Taking: As defined in Section 9.3A.

Transfer Tax: As defined in Section 16.25G.

UETA: As defined in Section 16.15.

1.2 Exhibits. The following Exhibits are attached to, and form a part of, this Lease:

- A-1 – Legal Description of the Premises
- A-2 – Legal Description of the Landlord's Property
- B-1 – Depiction of the Premises
- B-2 – Depiction of Landlord's Property
- C – Memorandum of Lease [FORM]
- D – Subordination, Non-Disturbance and Attornment Agreement [FORM]
- E – Tenant's Preliminary Plans
- F – Lease Commencement and Expiration Agreement [FORM]
- G – Lease Rider

ARTICLE II – DEMISE AND USE OF PREMISES, EASEMENTS AND TERM

2.1 Demise of Premises; Grant. Landlord hereby leases the Premises to Tenant for the Term. In conjunction with the leasing of the Premises, Landlord hereby grants to Tenant during the Term, for the benefit of the Premises, the use of all rights, privileges, easements, licenses and appurtenances belonging or in any way pertaining thereto, for parking, ingress or egress, and the installation, use, maintenance, repair and, if necessary, replacement of utility lines and related facilities serving the Premises.

In addition, Landlord hereby grants to Tenant the non-exclusive right over Landlord's Property for vehicular and pedestrian ingress and egress and parking during the Term of the Lease. Landlord's Property shall only be for use by the employees, customers, and guests of Tenant; provided, however, such use shall not interfere or conflict with the normal and customary use of Landlord's Property by the Landlord, its employees, customers, patrons, and other invitees. In no event shall Tenant be permitted to construct any direct vehicular connection between the Premises and the Landlord's Property. Prior to Landlord selling any part of Landlord's Property, Landlord and

Tenant shall enter into an access easement or agreement, mutually agreeable to Landlord and Tenant, whereby an easement shall be reserved over part of the Premises and over part of Landlord's Property for the purpose of ingress and egress to and from the Premises, Landlord's Property, E. Highland Drive, Larkwood Drive, and Dayton Avenue.

2.2 Renewal Terms. So long as Tenant is not in default under this Lease beyond the applicable notice and cure period as of the commencement date of the applicable Renewal Term, each Renewal Term shall automatically take effect unless Tenant notifies Landlord in writing at least one hundred eighty (180) days in advance of the then current Term expiration date that the Lease will expire on its then current expiration date. Except as otherwise specifically set forth in this Lease, all of the provisions of this Lease that apply during the Primary Term shall apply during each exercised Renewal Term.

2.3 Use of the Premises. The Premises shall initially be used only for the Initial Use. After complying with the Covenant to Open and the Covenant to Operate (see Section 2.4), Tenant shall have the right to change the use of the Premises, without Landlord's consent to any other lawful restaurant use.

2.4 Tenant's Covenants to Open and Operate and Right to Go Dark. Subject to any pre-Possession Date termination rights of Tenant set forth in this Lease, and subject to Article XIV concerning a Force Majeure Event, Tenant covenants and agrees, within eighteen (18) months following the Commencement Date, to (a) open to the public for business at the Premises as the Initial Use (the "Covenant to Open") and (b) following such opening keep open to the public for business at the Premises (the "Covenant to Operate"). Notwithstanding the occurrence of a Discontinuance or Force Majeure Event, Tenant shall at all times continue to pay all Rent due under this Lease and otherwise comply with all of the other obligations of Tenant under this Lease requiring the payment of money to the Landlord.

If there has not been a Force Majeure Event and Tenant has (w) not opened to the public for business at the Premises by the last day of the eighteenth (18th) month after the Commencement Date, (y) after such opening, not kept open to the public for business at the Premises in compliance with the Covenant to Operate or (z) after complying with the aforementioned covenants closed to the public for business at the Premises for a period in excess of one hundred twenty (120) consecutive days (other than for a Discontinuance) (a "Go Dark Event"), then, after the expiration of the applicable deadline and continuing until the date Tenant is in compliance with the foregoing covenants, Landlord shall have, as Landlord's sole and exclusive remedy therefor, the right (but not the obligation) to exercise the Recapture Option (as defined in Section 2.5).

2.5 Landlord's Recapture Option. If Landlord is (a) herein expressly granted the right and option to terminate this Lease and recapture possession of the Premises (the "Recapture Option"), (b) eligible to exercise the Recapture Option pursuant to the applicable provision(s) of this Lease and (c) elects to exercise the Recapture Option, then Landlord shall deliver thirty (30) days' advance written notice thereof to Tenant (a "Recapture Notice"). Upon receipt of a Recapture Notice from Landlord, Tenant shall have the right to vitiate such election by opening or re-opening (as applicable) to the public for business at the Premises, prior to the expiration of such 30-day period.

If Tenant fails to timely vitiate such election, then, upon the expiration of such 30-day period (provided that Landlord did not timely elect to withdraw the Recapture Notice as herein below provided): (i) Landlord shall promptly pay to Tenant, in cash, the Fair Market Value of the Tenant's Improvements as of the effective date of such termination and recapture; (ii) Tenant shall promptly pay to Landlord, in cash, all unpaid Rent accrued through the effective date of such termination and recapture; (iii) Tenant shall surrender possession of the Premises to Landlord on the effective date of such termination and recapture in good condition, ordinary wear and tear excepted (and otherwise in compliance with the provisions of Section 15.1); (iv) all further rights and obligations of Tenant and Landlord under this Lease shall terminate as of the effective date of such termination and recapture (except for any rights or obligations which shall expressly survive such termination and recapture, including, without limitation, payment of the amounts set forth in clauses (i) and (ii) of this sentence); and (v) this Lease shall otherwise be of no further force or effect whatsoever.

In connection with Landlord's exercise of the Recapture Option, Tenant shall, within thirty (30) days after the date of its receipt of the Recapture Notice, provide to Landlord a written summary of the Fair Market Value, certified as accurate by an officer of Tenant, together with reasonable supporting documentation therefor.

ARTICLE III - RENT

3.1 Annual Rent; Delivery of Form W-9. Tenant shall pay Annual Rent to Landlord, at the address set forth in Section 1.1 (or at such other address as may subsequently be designated by Landlord, in writing, at least thirty (30) days in advance), in equal monthly installments, prorated for any partial calendar month(s), on the Commencement Date and the first day of each subsequent calendar month throughout the Term (except that if the Commencement Date is not the first day of a calendar month, then the first such monthly installment shall be due on the first day of the calendar month immediately following the Commencement Date and include a pro-rated payment for the partial calendar month in which the Commencement Date occurred). Annual Rent shall be paid, in advance, without notice or demand and, except as otherwise expressly permitted in this Lease, without set-off or deduction, in accordance with the schedule set forth in Section 1.1. In connection with the commencement of Tenant's Rent payment obligations under this Lease, Landlord agrees to deliver a duly executed and completed Form W-9 or its equivalent (the "Form") to Tenant at least five (5) days prior to the Commencement Date. Landlord acknowledges that Tenant will be unable to process and make any Rent payments unless and until it has received the Form from Landlord and, accordingly, Tenant shall not be deemed to be in default under this Lease, nor responsible for any late charges and/or Interest, if its initial Rent payment(s) are delayed due to Landlord's failure to timely deliver the Form to Tenant; provided, however, Tenant shall promptly pay to Landlord any Rent delayed as a consequence thereof upon its receipt of the Form from Landlord.

3.2 Taxes. Tenant shall pay prior to delinquency all of the Taxes imposed upon the Premises, calculated as described below, that are assessed and become due during the Term (from and after the Commencement Date) (the "Tax Share"), by paying to the Landlord one-twelfth (1/12th) of the Tax Share as and when monthly installments of Annual Rent are paid to the Landlord as "additional rent." Landlord shall then timely remit the Tax Share to the appropriate taxing

authority prior to their delinquency. Such amounts for the years in which this Lease commences and terminates shall be prorated between Landlord and Tenant as of such dates. Tenant shall also pay prior to delinquency any and all personal property taxes levied against Tenant's furniture, trade fixtures, equipment and other personal property at the Premises during the Term (from and after the Commencement Date) directly to the appropriate taxing authority and any form of sales tax. Notwithstanding any other provision herein, except in the circumstance in which the Tenant is in default of its obligations under this Section 3.2, Tenant shall not be liable for any interest, charges, penalties, or fees, due to Landlord's failure to fulfill its obligations under this Section 3.2, and Landlord shall defend, indemnify, and hold Tenant harmless for any losses, costs, attorneys' fees, due to Landlord's failure to fulfill its obligations under this Section 3.2.

A. **Allocation; Calculation and Payment of Tax Share.** For purposes of this Section 3.2, "Separately Assessed" means that the taxing authority has created a unique identification number and issues tax bills for a parcel of land consisting solely of the Premises. Until the Premises is Separately Assessed, the Tax Share shall be the sum of (i) the amount of taxes assessed specifically against the Tenant's Improvements only, and (ii) the product obtained by multiplying such taxes assessed against the land comprising the tax parcel of which the Premises is a part by a fraction, the numerator of which is the area in square feet of the Premises and the denominator of which is the total area in square feet of the tax parcel of which the Premises is a part. Upon the Premises being Separately Assessed, the Tax Share shall be the Taxes imposed upon the Premises. Tenant shall pay the Tax Share that becomes due during the Term (from and after the Commencement Date) to the Landlord as set forth in Section 3.2 above; Tenant shall receive the tax bills directly from the taxing authority. Within fifteen (15) days after the date of Landlord's receipt of a request from Tenant for evidence of its timely and full payment of any Taxes, Landlord shall forward to Tenant an official receipt therefor from the taxing authority or, if no such receipt has been received by Tenant, other reasonable evidence thereof. If Landlord receives any tax bill for the Premises, then Landlord shall promptly provide the same to Tenant and the parties shall work together to cause the taxing authority to adjust its records so that all subsequent tax bills for the Premises are sent directly to Tenant. Tenant shall have the right, at Tenant's sole option (and with Landlord's cooperation), to cause the Separately Assessed Premises' tax bills to be sent directly to Tenant.

B. **Contest.** Tenant shall have the right, at Tenant's sole cost, to initiate and prosecute any proceedings permitted by Law for the purpose of obtaining an abatement of Taxes or of otherwise contesting the validity or amount of any Taxes paid or payable by Tenant. If required, Tenant may take such action in the name of Landlord, who shall cooperate with Tenant to such extent as Tenant may reasonably require so that such proceedings can be brought to a successful conclusion. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless Landlord from and against any and all Claims incurred in the prosecution of such proceedings by Tenant, which indemnification shall survive the expiration or any earlier termination of this Lease.

ARTICLE IV – CONTINGENCIES

4.1 **Due Diligence and Permitting Period.** During the Due Diligence and Permitting Period,

Tenant shall have the right (but not the obligation, unless otherwise expressly provided herein below) to do (or cause to be done), at Tenant's sole cost, the below-described surveys, examinations, tests, studies, investigations and reviews (collectively, "**Tenant's Studies**"). During the Due Diligence and Permitting Period, Tenant shall have the right and option to terminate this Lease and neither party shall have any further rights, obligations, or liabilities with respect to each other (but subject to any rights or obligations which shall expressly survive such termination), by delivering written notice thereof to Landlord prior to the close of business on the last day of the Due Diligence and Permitting Period if the results of Tenant's Studies are not satisfactory to Tenant. The failure to so notify Landlord prior to the expiration of the Due Diligence and Permitting Period shall be deemed a notice to Landlord that Tenant has not terminated this Lease.

A. Survey. During the Due Diligence and Permitting Period, Tenant may, subject to the entry-related provisions of Section 4.1D, have the Premises and Landlord's Property surveyed by a duly licensed professional surveyor (the "**Survey**"). If the legal description of the Premises as stated on the Survey differs from that initially attached to this Lease (as Exhibit A-1), or if a legal description thereof was not available to be initially attached hereto, then the legal description thereof from the Survey shall be submitted to Landlord for its review and reasonable approval and, if approved, substituted therefor or attached hereto (whichever applies) by amendment to this Lease. If the legal description of the Landlord's Property as stated on the Survey differs from that initially attached to this Lease (as Exhibit A-2), or if a legal description thereof was not available to be initially attached hereto, then the legal description thereof from the Survey shall be submitted to Landlord for its review and reasonable approval and, if approved, substituted therefor or attached hereto (whichever applies) by amendment to this Lease. Simultaneously with the amendment to Exhibits A-1 and A-2 pursuant to this Section 4.1A, Exhibits B-1 and B-2 shall be amended by substituting the Survey for the depictions set forth on such Exhibits as of the Effective Date.

B. Title. During the first sixty (60) days of the Due Diligence and Permitting Period, Tenant shall order and review the Title Commitment. If such initial Title Commitment, the Survey or a visual inspection of the Premises reveals any exceptions, matters of record, conditions or other matters unacceptable to Tenant, then Tenant shall notify Landlord thereof in writing, with specificity, prior to the close of business on the ninetieth (90th) day of the Due Diligence and Permitting Period. Any objections not made by Tenant prior to the close of business on the ninetieth (90th) day of the Due Diligence and Permitting Period shall be deemed waived. Upon receipt thereof, Landlord shall determine which of Tenant's objections, if any, to cure and deliver detailed written notice thereof to Tenant (the "**Cure Notice**") prior to the close of business on the fifth (5th) day after receiving such notice (also referred to herein as a "**Cure Deadline**"). If Landlord notifies Tenant that it does not intend to cure certain of Tenant's objection(s) by the Cure Deadline or fails to timely deliver the Cure Notice, then Tenant shall, as its sole and exclusive remedy options, either (i) terminate this Lease and neither party shall have any further rights, obligations, or liabilities with respect to each other (but subject to any rights or obligations which shall expressly survive such termination), or (ii) waive such uncured objection(s) by delivering written notice of such election to Landlord prior to the close of business on the last day of

the Due Diligence and Permitting Period. If Tenant elects remedy option (ii) of the preceding sentence, then such waived uncured objection(s) shall, for purposes hereof, be deemed to be Permitted Title Exceptions as of the end of the Due Diligence and Permitting Period (provided, however, all such uncured objection(s) that Landlord has promised in the Cure Notice to cure by a Cure Deadline shall not be deemed to be Permitted Title Exceptions). If Landlord promises, in the Cure Notice, to attempt to cure certain of Tenant's objection(s) and is unable to cure any such objections and Tenant does not elect to waive such uncured objections, then Tenant, may, as its sole and exclusive remedy option, terminate this Lease and neither party shall have any further rights, obligations, or liabilities with respect to each other (but subject to any rights or obligations which shall expressly survive such termination) by delivering written notice to Landlord; provided that, Landlord shall reimburse Tenant for actual damages, including, but not limited to, all of its expenses incurred for its investigation of the Property under Article IV, herein, as evidenced by paid invoices to third parties.

C. Tests, Studies and Investigations. During the Due Diligence and Permitting Period, Tenant may, subject to the entry-related provisions of Section 4.1D, and at Tenant's sole cost and expense, conduct such tests, studies and investigations as Tenant deems appropriate to determine the Premises' suitability for the Initial Use, including, without limitation, geotechnical soils tests. Landlord shall cooperate with Tenant's reasonable requests for information and/or assistance in connection with such tests, studies and investigations (Tenant shall reimburse Landlord for any out-of-pocket cost to Landlord resulting from such cooperation).

D. Entry. From and after the Effective Date, unless or until this Lease is terminated by either party pursuant to a right to do so herein contained, Tenant's representatives may enter onto the Premises to perform the Survey and/or to conduct the tests, studies and investigations described in Section 4.1C. Tenant shall promptly repair any damage to the Premises caused by such entry and/or tests, studies and investigations and agrees to indemnify, defend and hold harmless Landlord from and against any and all Claims resulting therefrom, which repair obligation and indemnification shall survive the expiration or any earlier termination of this Lease; provided, however, the foregoing indemnification shall not extend to any Claims resulting from the mere discovery by Tenant of the existence of any Hazardous Materials.

E. Document Deliveries. Within the first ten (10) days of the Due Diligence and Permitting Period, Landlord shall deliver to Tenant, if and to the extent possessed by Landlord and not previously delivered, copies of any and all documents in Landlord's possession which pertain to the Premises, including, but not limited to, surveys, third-party reports, tests or studies, title materials (including copies of all exception documents referenced in Landlord's title policy), environmental assessments and land use approvals.

4.2 Permitting. During the Due Diligence and Permitting Period, Tenant shall prepare the plans and specifications described in Section 4.2A and promptly apply for, and thereafter use diligent, good faith efforts to pursue and attempt to obtain, all of the permits, licenses and/or governmental approvals described in Section 4.2B. During the Due Diligence and Permitting

Period, Tenant shall have the right and option to terminate this Lease and neither party shall have any further rights, obligations, or liabilities with respect to each other (but subject to any rights or obligations which shall expressly survive such termination), by delivering written notice thereof to Landlord prior to the close of business on the last day of the Due Diligence and Permitting Period (as the same may have been extended pursuant to the provisions of Section 4.2C) if, despite Tenant's prompt application for and subsequent use of diligent, good faith efforts to pursue and attempt to obtain, all such permits, licenses and/or governmental approvals have not been obtained by Tenant prior to the end of the Due Diligence and Permitting Period. The failure to so notify Landlord prior to the expiration of the Due Diligence and Permitting Periods shall be deemed a notice to Landlord that Tenant has not terminated this Lease.

A. Preparation of Tenant's Plans. Landlord acknowledges that Tenant intends to construct the Building and other related improvements upon the Premises (collectively, "Tenant's Improvements"). Prototypical plans for Tenant's Improvements and signs (collectively, "Tenant's Preliminary Plans") are attached as Exhibit E; provided that, if Tenant's Preliminary Plans were not available to be initially attached hereto, then Tenant's Preliminary Plans shall be submitted to Landlord for its review and reasonable approval and, if approved, substituted therefor or attached hereto (whichever applies) by amendment to this Lease.

Within the first ninety (90) days of the Due Diligence and Permitting Period, Tenant shall prepare a full set, in Adobe Acrobat (.pdf) electronic file format (via e-mail and/or on a CD, thumbdrive, or similar device), of detailed, site-specific plans and specifications for Tenant's Improvements and signs (collectively, "Tenant's Final Plans"), which shall be based upon Tenant's Preliminary Plans.

Tenant shall be required to submit Tenant's Final Plans or any other additional plans or specifications to Landlord for its review and/or approval. Tenant shall submit Tenant's Final Plans to Landlord for its review and approval, which approval shall (i) not be unreasonably withheld, conditioned or delayed and (ii) be deemed given if no written response is delivered to Tenant within ten (10) days after the date of Landlord's receipt of Tenant's Final Plans. In the event of Landlord's disapproval of Tenant's Final Plans, Landlord shall specify precisely the elements thereof which do not meet with Landlord's approval and the modifications required in order for Tenant's Final Plans to gain such approval. In no event shall Landlord's failure to approve Tenant's Final Plans be based upon Tenant's design if it does not materially deviate from the design depicted in Tenant's Preliminary Plans. If Landlord has timely and appropriately disapproved Tenant's Final Plans (as initially submitted), then Tenant may cause the same to be modified (to address the issues causing such disapproval) and resubmitted to Landlord within thirty (30) days after the date of Tenant's receipt of written notice thereof from Landlord and Landlord shall notify Tenant, in writing, of its approval or disapproval of such modified Tenant's Final Plans within ten (10) days after the date of its receipt thereof. If Landlord does not timely respond, in writing, to the resubmission of such modified Tenant's Final Plans, then such modified Tenant's Final Plans shall be deemed to have been approved by Landlord. In the event of Landlord's disapproval of such modified Tenant's Final Plans, Landlord shall specify precisely the elements thereof which do not meet with Landlord's approval

and the additional modifications that Tenant must make in order for Tenant's Final Plans to gain such approval (and the foregoing modification, resubmission and response procedures/deadlines shall again apply).

Tenant shall submit Tenant's Final Plans to the appropriate governmental permitting/licensing/approving authorities for review. Tenant agrees to construct Tenant's Improvements in substantial accordance with Tenant's Final Plans.

B. Permits, Licenses and/or Governmental Approvals. Following the preparation of Tenant's Final Plans pursuant to the provisions of Section 4.2A and throughout the remainder of the Due Diligence and Permitting Period, Tenant shall promptly apply for and thereafter use diligent, good faith efforts to pursue and attempt to obtain, at Tenant's sole cost, all permits, licenses and/or governmental approvals necessary for the construction of Tenant's Improvements and/or the Initial Use. These may include, without limitation, a license to sell alcoholic beverages to the public, any required signage on the Premises, in the approximate locations and sizes depicted in Tenant's Preliminary Plans) and construction permits (and when such construction is complete, a "final" certificate of occupancy for the Premises). Tenant shall pay any and all impact fees or other charges or fees based, wholly or in part, upon the proposed construction of Tenant's Improvements and/or the Initial Use.

4.3 Memorandum of Lease; Recordation. Landlord and Tenant agree that this Lease shall not be recorded. A memorandum of this Lease substantially in the form of Exhibit C (the "Memorandum of Lease") shall be duly executed by both Landlord and Tenant either concurrently with their execution of this Lease or during the first sixty (60) days of the Due Diligence and Permitting Period (and a fully-executed original thereof shall be delivered to Tenant), and may be filed in the official public records of the county in which the Premises is located, at Tenant's sole expense, at any time thereafter. Landlord and Tenant agree that promptly after the Commencement Date, a "Lease Commencement and Expiration Agreement" substantially in the form of Exhibit F shall be executed by each party in order to confirm the Commencement Date and establish the date of the expiration of the Term (notwithstanding Tenant's exercise of any Renewal Terms).

ARTICLE V – PRELIMINARY, DELIVERY AND POST-DELIVERY OBLIGATIONS

5.1 Landlord's Delivery. Landlord shall deliver vacant and exclusive possession of the Premises to Tenant within one (1) day after the Satisfaction Date (the "**Delivery Deadline**"). For purposes of this Section 5.1A, unless otherwise expressly agreed to in a writing signed by the parties, the date of Landlord's delivery of vacant and exclusive possession of the Premises to Tenant and Tenant's acknowledgment and acceptance thereof (the "**Delivery Date**") shall be deemed to have occurred on the later of (x) the date of Tenant's receipt of an original certification, signed by a duly authorized representative (or officer) of Landlord, certifying to Tenant that the Premises is vacant and available for Tenant's exclusive possession and (y) the Satisfaction Date.

5.2 Tenant's Work.

A. Conduct; Trailers; Storage and Staging; Temporary Signage. Tenant's

Improvements shall be constructed in accordance with Tenant's Final Plans and in compliance with all applicable Laws. For purposes of this Lease, all work items related to the construction of Tenant's Improvements shall be collectively referred to as "Tenant's Work." Tenant's Work shall be performed by or on behalf of Tenant, at Tenant's sole cost. Landlord agrees, subject to Tenant's compliance with all applicable Laws, that Tenant shall, at Tenant's risk for loss, theft, damage and destruction, have the right, during its aforementioned construction period, to place construction and/or hiring trailers on the Premises and to create, at Tenant's sole cost, tool storage, materials staging and trash collection areas thereon. Subject to all applicable Laws, Tenant shall be permitted to hang professionally prepared temporary signage at the Premises indicating that its business will be "Coming Soon" and/or is "Now Hiring" while Tenant's Work is being prosecuted and announcing the "Grand Opening" to the public of such business.

B. Prosecution and Completion. Tenant covenants and agrees: (i) once commenced to prosecute Tenant's Work in good faith and with commercially reasonable diligence (free of and from any unreasonable construction-related rules, restrictions or limitations imposed and/or enforced by Landlord or others, during normal working hours); and (ii) to complete Tenant's Work (as evidenced by the issuance of a "final" certificate of occupancy for the Premises) by the eighteen (18) month anniversary of the date of its commencement thereof (the "**Construction Completion Deadline**"). Notwithstanding any of the foregoing, if prior to the Construction Completion Deadline there is a Force Majeure Event, the Construction Completion Deadline shall be extended for each day of the Force Majeure Event, but not longer than one hundred twenty (120) days.

Notwithstanding anything in Section 2.4 to the contrary, if Tenant commences Tenant's Work but there has been no Force Majeure Event and Tenant fails to complete the same by the Construction Completion Deadline (but is otherwise in compliance with the provisions of this Lease), then Landlord's remedies therefor shall be to exercise the Recapture Option (see Section 2.5).

ARTICLE VI – MAINTENANCE OBLIGATIONS AND INSPECTIONS

6.1 Tenant's Maintenance Obligations. Tenant shall, at all times during the Term and at its own cost, keep and maintain all of Tenant's Improvements located and/or to be located upon the Premises, including, without limitation, the Building, Premises' landscaping, the HVAC, sewage disposal, drainage, lighting, irrigation, exhaust and grease trap systems exclusively serving the Premises, in a good condition and state of repair and in compliance with all applicable Laws.

6.2 Landlord's Maintenance Obligations. Landlord shall have no maintenance or repair duties with respect to the Premises.

6.3 Utility Services. Prior to the Commencement Date, Landlord shall cause, at Landlord's sole cost and expense, water, wastewater, electricity and gas services and lines to be provided to the boundary line of the Premises. From and after the Possession Date, Tenant shall timely pay all charges for water, sewer, electricity, telephone, gas and other utilities supplied to the Premises for use by Tenant and for the regular removal of trash from the Premises. All utilities shall be separately metered to the Premises and separately billed to Tenant.

6.4 Landlord's Right of Entry. Except in the event of an emergency, Landlord and/or its property manager may enter and inspect the Premises on weekdays between 10:00 a.m. and 5:00 p.m., so long as such inspection is scheduled at least twenty-four (24) hours in advance with Tenant's general manager at the Premises.

ARTICLE VII – TENANT'S ALTERATIONS AND OTHER CHANGES

7.1 Tenant's Alterations. Subject to all applicable Laws, Tenant, at Tenant's sole cost, may make alterations to the Building and/or any other improvements (including signage) on the Premises without Landlord's prior consent. Tenant, at Tenant's sole cost, shall obtain any and all necessary permits, licenses and/or governmental approvals before commencing any alterations.

ARTICLE VIII – INSURANCE AND INDEMNIFICATIONS

8.1 Tenant's Insurance Requirements.

A. Tenant's Liability Insurance. Beginning on the Possession Date and throughout the Term, Tenant shall maintain commercial general liability insurance, including contractual liability coverage, in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) for each occurrence and Two Million and No/100 Dollars (\$2,000,000.00) general aggregate for injuries or death to persons, and in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) for damage to property, occurring on the Premises. Tenant's liability insurance policy shall include liquor liability coverage if Tenant sells alcoholic beverages at the Premises. Tenant shall name Landlord as an additional insured under Tenant's liability insurance policy and, upon written request, Tenant shall also name Landlord's property manager and/or Landlord's mortgagee, if any, as additional insureds under Tenant's liability insurance policy. In the event of any injury, death or property damage occurring on the Premises, Tenant's liability insurance policy shall respond first regardless of any similar coverage maintained by Landlord thereon.

B. Tenant's Property Insurance. Beginning on the Possession Date and throughout the Term, Tenant shall maintain "special form causes of loss" fire and extended coverage property insurance for the full replacement cost of the Building. All payments from Tenant's property insurance policy shall be made to Tenant. Landlord shall promptly sign and deliver any commercially reasonable documents that are necessary in connection with the settlement of any claim with Tenant's insurance company.

8.2 Other Coverage. Tenant shall maintain worker's compensation insurance in the statutorily required amount(s) or such other alternative coverage(s) as may be permitted under the Laws of the state in which the Premises is located.

8.3 General Requirements. All insurance policies required to be maintained by Tenant shall be written by insurance companies authorized to do business in the state in which the Premises is located and having a minimum rating of A-/VIII in the most current A.M. Best Company's Key Rating Guide (or its international equivalent). Liability insurance policies shall be written on a

"per occurrence" basis. Tenant shall have its insurer provide thirty (30) days' advance written notice to Landlord of the cancellation or non-renewal of any insurance policy required hereunder, or of any reduction in coverage below the amounts required herein.

8.5 Master Policies. It is agreed that the insurance coverages required herein may be maintained as part of master or umbrella policies of insurance covering other property of Tenant.

8.6 Certificates. Tenant shall, within thirty (30) days after the date of its receipt of a written request, provide a certificate of insurance to Landlord reflecting the coverages required of it hereunder; provided, however, Tenant shall not be required to provide such a certificate more than once every twelve (12) months. Notwithstanding the foregoing, however, Tenant agrees to deliver to Landlord a certificate of each policy of insurance that Tenant is required to maintain hereunder upon or prior to Landlord's delivery of possession of the Premises to Tenant.

8.7 Waiver of Subrogation. Landlord and Tenant each releases the other and the other's officers, members, partners, owners, directors, agents (including, without limitation, any managing agent, management company and property manager) and employees (individually and collectively, the "**Released Parties**"), from any and all liability for loss or damage to the releasing party's respective property, which loss or damage is covered by insurance (or self-insurance) required to be carried hereunder. The foregoing waiver shall apply regardless of the cause, including, but not limited to, Claims caused by any of the Released Parties. If either party maintains a deductible or self-insured retention, it is intended that the foregoing release include the amount of any such deductible or self-insured retention carried by the releasing party. Landlord and Tenant shall each cause its respective property insurance carrier to waive all rights of recovery against the Released Parties with respect to any such loss or damage.

8.8 Indemnifications. Tenant agrees to indemnify, defend (with counsel reasonably acceptable to Landlord) and hold Landlord harmless from and against any and all Claims resulting from or otherwise associated with any injuries to persons or damage to property occurring on the Premises during the Term, except to the extent arising from the negligence, unlawful actions, breach of this Lease, or willful actions of Landlord, its employees, officers, contractors, agents, invitees, or representatives.

8.9 Hazardous Materials.

A. Compliance. Tenant covenants and agrees that Tenant shall, at all times during the Term and at Tenant's sole cost, comply with all Laws regarding the use of Hazardous Materials in connection with the conduct of Tenant's business at the Premises by Tenant and its agents, employees and contractors. Landlord covenants and agrees that Landlord shall, at all times during the Term and at Landlord's sole cost, comply with all Laws regarding the use of Hazardous Materials in connection with the conduct of activities in the Landlord's Property by Landlord and its agents, employees and contractors.

B. Indemnifications Relating to Hazardous Materials. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold Landlord harmless from and against any and all Claims arising out of a breach by Tenant of its obligations set forth

in Section 8.9A. Landlord shall indemnify, defend (with counsel reasonably acceptable to Tenant) and hold Tenant harmless from and against any and all Claims (i) arising out of a breach by Landlord of its obligations set forth in Section 8.9A or (ii) regarding any Hazardous Materials existing on the Premises prior to the Possession Date, except to the extent, if any, that the same were introduced by Tenant (or by Tenant's agents, employees or contractors); provided, however, the mere discovery by Tenant of existing Hazardous Materials at or near the Premises shall not be deemed to be an introduction by Tenant (or by Tenant's agents, employees or contractors), and Tenant shall have no liability or obligation therefor. For purposes of this Section 8.9B, "Claims" shall include, without limitation, reasonable expenses relating to investigation, reporting, monitoring and remediation as required by the appropriate governmental authority. The indemnifications set forth in this Section 8.9B shall survive the expiration or any earlier termination of this Lease.

C. Notification. Each party agrees that should it receive notice of (i) any violation of any Laws related to Hazardous Materials in, on, at, under or near the Premises or (ii) the escape or release of any Hazardous Materials in, on, at, under or near the Premises, such party shall promptly notify the other thereof in writing.

D. Use of Hazardous Materials. Neither party shall itself, or knowingly permit its agents, employees or contractors to, use, generate, manufacture, produce, store, release or dispose of any Hazardous Materials in, on, at, under or near the Premises. However, the foregoing is not intended to prohibit either party from using customary cleaning and/or pest control chemicals so long as such chemicals are used in accordance with their manufacturer's specifications and all applicable Laws.

ARTICLE IX – CASUALTY AND CONDEMNATION

9.1 Damage to or Destruction of the Premises.

A. If Tenant's Improvements should be damaged or totally destroyed by fire or other casualty at any time during the Term, then Tenant shall promptly deliver written notice thereof to Landlord.

B. If Tenant's Improvements should be non-materially damaged by fire or other casualty at any time during the Term, then Tenant (in addition to promptly delivering the notice described in Section 9.1A) shall (i) at all times continue to pay all Rent due under this Lease, (ii) be obligated, at Tenant's sole cost, to promptly restore Tenant's Improvements to their prior condition and (iii) be entitled to any and all insurance proceeds received or receivable under Tenant's insurance policies as a result of such fire or other casualty.

C. If Tenant's Improvements should be materially damaged or totally destroyed by fire or other casualty at any time during the Pre-Term, the Primary Term or the Renewal Term, then Tenant shall, at Tenant's sole cost, promptly, after receiving all insurance proceeds due to such material damage or total destruction, proceed with all reasonable

diligence to rebuild and repair Tenant's Improvements to substantially the condition in which they existed prior to such fire or other casualty and be entitled to any and all insurance proceeds received or receivable under Tenant's insurance policies as a result of such fire or other casualty.

9.2 Intentionally deleted.

9.3 Condemnation.

A. Total Taking. If all or a material portion of the Premises (i) acquired by the right of condemnation for any public or quasi-public use or purpose or (ii) sold to a condemning authority under threat of condemnation or in lieu thereof (in either event, a "**Total Taking**"), then the Term shall cease and terminate as of the date of title vesting in the condemning authority pursuant to such Total Taking and all Rent due under this Lease shall be paid up to such date by Tenant (such termination to be otherwise in accordance with the provisions of Section 15.1). In the event of such termination, any Rent due for the last partial calendar month of Tenant's possession of the Premises shall be prorated, and any Rent paid in advance shall be promptly refunded to Tenant. In the event of any pending or threatened condemnation of less than all of the Premises, Tenant shall, prior to the date of title vesting in the condemning authority but not less than thirty (30) days after the date of Tenant's receipt of written notice of such pending or threatened condemnation from Landlord, notify Landlord, in writing, if Tenant has elected to terminate this Lease for any Total Taking-related loss of a material portion of the Premises.

B. Partial Taking. If only a portion of the Premises shall be (i) acquired by the right of condemnation for any public or quasi-public use or purpose or (ii) sold to a condemning authority under threat of condemnation in lieu thereof and it is reasonably determined by Tenant that the remaining balance(s) thereof will permit Tenant to continue to successfully operate its business at the Premises (with specifically, among other required attributes, adequate access to and sufficient parking for Tenant's Permitted Use of the Premises – i.e., that the portion so taken was not "material" – in either event, a "**Partial Taking**"), which determination shall be presumed if Tenant fails to deliver the termination notice described in Section 9.3A to Landlord within the period described therein, then Tenant, at Tenant's sole cost (subject to reimbursement from any condemnation award to which Tenant is entitled as provided in Section 9.3D), shall promptly proceed with reasonable diligence to restore the Premises to a condition reasonably comparable to the Premises' condition at the time of such condemnation, less the portion of the Premises lost in such Partial Taking (if any), and this Lease shall continue in full force and effect but with a reduction of Rent (effective as of the date of title vesting in the condemning authority pursuant to such Partial Taking) to equitably reflect the diminished utility or value of the Premises (but only if such utility or value is diminished, in Tenant's sole determination).

C. Temporary Taking. If, at any time during the Term, Tenant's possessory rights, occupancy rights or leasehold interest in and to all or any portion of the Premises shall be taken on a temporary basis (i.e., for a projected period of ninety (90) or fewer days) for any public or quasi-public use or purpose (a "**Temporary Taking**") and Tenant determines

that the remaining balance thereof (if any) will not permit Tenant to successfully operate its business at the Premises during the period of such Temporary Taking, then: (i) Tenant shall not be required to operate its business at the Premises during the period of such Temporary Taking and, if Tenant ceases to operate because of such Temporary Taking, then all Rent due under this Lease during such period of non-operation shall be abated; (ii) if such Temporary Taking causing Tenant's non-operation continues for a period in excess of ninety (90) days, then, at Tenant's option, such Temporary Taking shall be deemed either a Partial Taking or a Total Taking for purposes of this Section 9.3; and (iii) if such Temporary Taking does not cause Tenant's non-operation but continues for a period in excess of ninety (90) days, then such Temporary Taking shall be deemed a Partial Taking for purposes of this Section 9.3.

D. Condemnation Notice and Award. A party who receives a condemning authority's notice of intention to pursue a Total Taking, Partial Taking or Temporary Taking (in any event, a "**Taking**") shall promptly deliver a copy of such notice to the other party. If any Taking occurs (or is threatened), Landlord and Tenant agree to cooperate in good faith with each other in applying for any award and in prosecuting any claim related to such Taking. In that regard, Landlord and Tenant further agree that the aggregate net award pertaining to the Premises (the "**Award**") shall be made payable to both Landlord and Tenant and be paid and distributed as follows:

(i) In the event of a Temporary Taking of all or a portion of the Premises, the entire Award shall be paid to Tenant (but if such Temporary Taking extends beyond the expiration of the Term, then the portion relating to the period of time after the date of expiration shall be paid to Landlord);

(ii) In the event of a Partial Taking of a portion of the Premises, Tenant shall receive a sum from the Award equal to the Fair Market Value of the portion of Tenant's Improvements taken as of the date immediately prior to the date of such Partial Taking and Landlord shall receive a sum from the Award equal to the value of the fee simple title to the land area of the portion of the Premises taken (exclusive of the Fair Market Value of the portion of Tenant's Improvements taken) as of the date immediately prior to the date of such Partial Taking;

(iii) In the event of a Total Taking, Tenant shall receive a sum from the Award equal to the Fair Market Value of Tenant's Improvements as of the date immediately prior to the date of such Total Taking plus the value of Tenant's Leasehold Estate (as defined below) and Landlord shall receive a sum from the Award equal to the value of the fee simple title to the land area of the Premises (exclusive of the Fair Market Value of Tenant's Improvements) as of the date immediately prior to the date of such Total Taking;

(iv) In the event of either a Partial Taking or a Total Taking, after the allocation of the Award pursuant to parts (ii) or (iii) above, Tenant shall be entitled to receive any portion of the Award allocated to the cost of relocating Tenant's removable

furniture, fixtures and equipment and for Tenant's loss of business, regardless of whether this Lease is terminated; and

(v) In the event of either a Partial Taking or a Total Taking, after the allocation of the Award pursuant to parts (ii) or (iii) above and part (iv) above, Landlord shall be entitled to receive the balance of the Award remaining after giving effect to the foregoing provisions of this Section 9.3D.

For purposes of this Section 9.3D, "Tenant's Leasehold Estate" means the rights and interests granted to Tenant under this Lease. Any Taking-related termination of this Lease shall not affect the rights of the parties to receive their respective portions of the Award.

ARTICLE X – REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties of Landlord. Landlord makes the following representations and warranties to Tenant, each of which is (i) material and being relied upon by Tenant in entering into this Lease and (ii) true in all material respects as of the Effective Date. If any change occurs subsequent to the Effective Date and before the Possession Date such that any of these representations and warranties would no longer be true in all material respects, then Landlord shall promptly notify Tenant thereof, in writing, and Tenant shall have the right and option to terminate this Lease and neither party shall have any further rights, obligations, or liabilities with respect to each other (but subject to any rights or obligations which shall expressly survive such termination), by delivering written notice thereof to Landlord at any time thereafter until such time as the Possession Date has occurred; provided that, Landlord shall reimburse Tenant for actual damages, including, but not limited to, all of its expenses incurred for its investigation of the Property under Article IV, herein, as evidenced by paid invoices to third parties.

A. Landlord is a duly constituted and validly existing limited liability company under the Laws of the State of Arkansas and is authorized to do business in the State of Arkansas.

B. Landlord has the full right, power and authority to enter into and perform Landlord's obligations pursuant to this Lease and to lease the Premises to Tenant and grant the easements, rights and/or licenses set forth in this Lease in the manner contemplated herein without the consent, approval or joinder of any other person or entity.

C. Landlord owns all of the real and personal property described in this Lease as the Premises.

D. No person or entity other than Tenant has a right to possession of all or any part of the Premises.

E. To be best of Landlord's knowledge, the Premises are compliance with all environmental Laws and no Hazardous Substances have been used, stored, disposed of or released on the Premises in violation of any environmental Law. Without limiting the generality of the foregoing, there is no mold, mildew or similar material present at the Premises.

F. Landlord has not received any written notice of, and has no knowledge of, any violation of any zoning, building, environmental, ecology, health and public safety, subdivision, land sales or similar law, rule, ordinance or regulation, pertaining to the Premises or any portion thereof which has not been complied with. Landlord has not received any written notice that, and has no knowledge that, it is in default under any of the covenants, easements or restrictions or other title documents encumbering the Premises or any portion thereof.

G. Landlord is not the subject of any existing, pending, threatened or contemplated bankruptcy, solvency or other debtor's relief proceeding.

H. There are no existing contracts for the sale of the Premises or any constituent or portion thereof, and there are no existing rights of first refusal or options to purchase the Premises.

Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all Claims incurred by Tenant as a result of any breach of any of the foregoing representations and warranties, which indemnification shall survive the expiration or any earlier termination of this Lease.

10.2 Representations and Warranties of Tenant. Tenant makes the following representations and warranties to Landlord, each of which is (i) material and being relied upon by Landlord in entering into this Lease and (ii) true in all material respects as of the Effective Date. If any change occurs subsequent to the Effective Date and before the Possession Date such that any of these representations and warranties would no longer be true in all material respects, then Tenant shall promptly notify Landlord thereof, in writing, and Landlord shall have the right and option to terminate this Lease, without recourse or liability to either party (but subject to any rights or obligations which shall expressly survive such termination), at any time thereafter until such time as the Possession Date has occurred.

A. Tenant is a duly constituted and validly existing limited liability company under the Laws of the State of Louisiana and is authorized to do business in the State of Arkansas.

B. Subject to the provisions of Section 4.1, Tenant has the full right, power and authority to enter into and perform Tenant's obligations pursuant to this Lease without the consent, approval or joinder of any other person or entity.

C. Tenant is not now involved in any pending, or aware of any threatened, proceeding, claim or controversy which affects or may affect Tenant's ability to perform its obligations under this Lease.

D. To Tenant's actual knowledge, no provision of this Lease violates any agreement, order or decree to which Tenant is a party or by which Tenant is bound. To Tenant's knowledge, no provision of this Lease violates any Law to which Tenant is subject or by which Tenant is bound.

Tenant agrees to indemnify, defend (with counsel reasonably acceptable to Landlord) and hold Landlord harmless from and against any and all Claims incurred by Landlord as a result of any breach of any of the foregoing representations and warranties, which indemnification shall survive the expiration or any earlier termination of this Lease.

ARTICLE XI – ASSIGNMENT, SUBLETTING AND OTHER TRANSFERS

11.1 Assignment or Subletting by Tenant.

A. Tenant shall not be allowed to assign or sublet the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided that, Landlord shall consent to the sublease or assignment of this Lease, and the Tenant and guarantor, if any, shall be released from their respective obligations under this Lease, provided the subtenant or assignee is a "Qualified Substitute Tenant" which means an entity or individual (i) that is an approved franchisee of the Franchisor (as defined in Exhibit G), or (ii) who has Tangible Net Worth in excess of \$4,000,000 and Liquid Assets in excess of \$250,000; (a) "Tangible Net Worth" means total consolidated assets, less intangible assets, less total consolidated liabilities; and (b) "Liquid Assets" means cash, time deposits, certificates of deposits commercial paper and money market accounts or similar investments so long as such are not pledged, encumbered, hypothecated, subject to rights of offset or otherwise restricted. Tenant shall provide to Landlord evidence of such Tangible Net Worth and Liquid Assets upon the request of Landlord.

B. Except for an assignment effectuated pursuant to Section 11.1(A) above, no assignment of this Lease or subletting of the whole or a portion of the Premises shall, without the prior written consent of Landlord, be deemed to constitute a novation or in any way release Tenant from further performance of the obligations of the "Tenant" under this Lease, and Tenant and all of its direct and indirect assignees and sublessees, if any, shall continue to be jointly and severally liable for the performance of the obligations of the "Tenant" under this Lease for the remainder of the Primary Term or Renewal Term, as applicable, with the same force and effect as if no such assignment or subletting had been made. Notwithstanding anything in this Lease to the contrary, except for an assignment effectuated pursuant to Section 11.1(A) above, no such assignment shall, without the prior written consent of Landlord, operate to relieve Tenant of any liabilities and obligations under this Lease that accrue prior to the last day of the Primary Term or, if applicable, the Renewal Term expiring after the effective date of such assignment.

11.2 Transfers of Landlord's Interest; Limitation of Landlord's Liability. Landlord may sell, transfer or assign Landlord's interest in and to the Premises or this Lease at any time and, in such event, shall be relieved of Landlord's liabilities and obligations under this Lease to the extent such liabilities and obligations accrue after the effective date of such sale, transfer or assignment; provided, however, such purchaser, transferee or assignee agrees, in writing, to assume all of Landlord's unaccrued liabilities and obligations hereunder and to perform such unaccrued liabilities and obligations to the full extent required. Notwithstanding anything in this Lease to the

contrary, no such sale, transfer or assignment shall operate to relieve Landlord of any liabilities and obligations under this Lease that accrue prior to the effective date of such sale, transfer or assignment, nor shall Landlord be relieved of any liabilities and obligations under this Lease if and to the extent Landlord retains ownership of any other property that was made subject to any easements, rights, licenses or restrictions by this Lease.

11.3 Estoppel Certificates. Within ten (10) days after the date of its receipt of a written request therefor, either Landlord or Tenant shall execute, acknowledge and deliver to the other, any current or prospective lender to either party or any prospective purchaser from or investor in either party, without charge, a commercially reasonable form of written statement certifying, to the party's actual knowledge and to the extent true and accurate: (a) that this Lease is unmodified and in full force and effect (or if there have been any modifications, that this Lease is in full force and effect as modified, and describing such modifications); (b) that all Rent payable under this Lease has been paid through the date thereof (or describing the date to which Rent has been paid and the amounts thereof); (c) that no notice of a default has been sent to the party requesting such certification which has not been cured (or if such a notice has been sent, describing what default exists); and (d) the Commencement Date, the scheduled expiration of the Term and which Renewal Terms have been exercised, if any. Provided, however, in no event shall either party be obligated to deliver more than two (2) such statements within any twelve (12) month period during the Term.

ARTICLE XII – FEE MORTGAGES; LEASEHOLD MORTGAGES

12.1 Fee Mortgages. Landlord may mortgage its fee interest in the Premises subject to the provisions of Section 12.10 of this Lease. Landlord shall cause all Fee Mortgagees to execute and deliver to Tenant a subordination, non-disturbance and attornment agreement in form and content similar in all material respects to that of **Exhibit D-1** (with the addition of an appropriate, commercially reasonable subordination provision), or, if such holder(s) will not agree to use such form, then in such other commercially reasonable recordable form as may be mutually acceptable to Tenant, Landlord and such holder(s). Such agreement shall be fully executed in recordable form by all parties necessary to make it fully effective and enforceable and delivered to Tenant; either party thereto shall have the right and option, at the recording party's sole cost, to record such agreement at any time thereafter.

12.2 Mortgaging of the Leasehold. Tenant, and every permitted successor and assign of Tenant, shall have the right to encumber its interest in this Lease without Landlord's prior consent, provided that all rights acquired under the Leasehold Mortgage shall be subject to each of the provisions set forth in this Lease. If, from time to time, Tenant or Tenant's permitted successors or assigns shall encumber this Lease with a Leasehold Mortgage, Landlord agrees that for the duration of such Leasehold Mortgage, the provisions of this Article XII shall apply.

12.3 Consent to Amendment. There shall be no cancellation, surrender, modification, or amendment to this Lease by Landlord or Tenant without the prior written consent of Leasehold Mortgagee. Notwithstanding the foregoing (but, in any event, subject to Leasehold Mortgagee's curative rights set forth in Section 12.6 and Section 12.7 hereof), nothing herein shall be deemed to prohibit Landlord from terminating this Lease in accordance with its terms.

12.4 Notices to Leasehold Mortgagees. Landlord, upon serving Tenant with any notice of default or termination, shall simultaneously serve a copy of such notice on Leasehold Mortgagee. The Leasehold Mortgagee shall then have the same period of time after service of the notice on it as was given to the Tenant under this Lease to remedy or cause to be remedied Tenant's default under this Lease, and Landlord shall accept performances by, or at the instigation of, Leasehold Mortgagee as if it had been done by Tenant. Any notice required to be given to Leasehold Mortgagee shall be provided as set forth in Section 16.3 of this Lease; provided that, the address for notice to the Leasehold Mortgagee shall be the address provided in writing by the Leasehold Mortgagee to the Landlord.

12.5 Curative Rights of Leasehold Mortgagees. In addition to the rights granted to Leasehold Mortgagee under Section 12.4 hereof, Leasehold Mortgagee shall have an additional period of thirty (30) days to remedy or cause to be remedied any default of which it receives notice, provided such Leasehold Mortgagee shall reimburse Landlord, at the time of so remedying the default, for all reasonable costs and expenses to Landlord of maintaining, protecting, insuring, and operating the Premises during the additional thirty (30) day period.

Section 12.6 Limitation Upon Termination Rights of Landlord. If Landlord shall elect to terminate this Lease by reason of any default of Tenant, Leasehold Mortgagee shall also have the right to postpone and extend the date of termination as fixed by the provisions of this Lease for a period of not more than ninety (90) days from the expiration of the thirty (30) day period specified in Section 12.5 hereof, provided that Leasehold Mortgagee shall have cured, or shall have caused to be cured, any then-existing monetary or nonmonetary defaults (with the exception of Tenant's nonmonetary defaults of such a nature that they cannot be cured by Leasehold Mortgagee) and meanwhile shall pay the Rent and other charges required to be paid under this Lease. Leasehold Mortgagee shall take steps necessary to acquire Tenant's interest and estate in this Lease by foreclosure of its Leasehold Mortgage, or otherwise, and shall prosecute such action to completion with due diligence. If at the end of the ninety (90) day period, Leasehold Mortgagee shall be actively engaged in steps to acquire Tenant's interest in the Lease, and all monetary defaults and nonmonetary defaults have been cured (with the exception of Tenant's nonmonetary defaults of such a nature that they cannot be cured by Leasehold Mortgagee), the time for Leasehold Mortgagee to comply with the provisions of this Section 12.6 shall be extended for such period as shall be reasonably necessary to complete these steps with reasonable diligence and continuity. In no event shall Leasehold Mortgagee have any obligation to cure any default of Tenant under this Lease.

Section 12.7 Mortgagee Lease. Landlord agrees that in the event of a termination of this Lease by reason of any default by Tenant, or if Tenant rejects the Lease in a bankruptcy proceeding, and subject to the rights herein granted to Leasehold Mortgagee, Landlord shall enter into a lease (the "Mortgagee Lease") of the Premises with the Leasehold Mortgagee for the remainder of the Term effective as of the date of termination, at the same Rent and upon the same terms, provisions, covenants, and agreements as contained in this Lease, provided:

- (a) Leasehold Mortgagee shall make written request upon Landlord for the execution of such a Mortgagee Lease within thirty (30) days after the date of termination and shall, within thirty (30) days after its receipt from Landlord of a written statement of

all sums then due to Landlord under this Lease, pay to Landlord all such sums (with the exception of sums due by reason of Tenant's indemnification obligations herein).

(b) Leasehold Mortgagee shall pay to Landlord at the time of the execution and delivery of the Mortgagee Lease any sums that at the time of such execution and delivery would be due pursuant to this Lease but for the termination, and in addition, all reasonable attorneys' fees and expenses which Landlord shall have actually incurred.

(c) Leasehold Mortgagee shall perform and observe all covenants contained in the Mortgagee Lease on Tenant's part to be performed during such period of time commencing with the date of the execution of the Mortgagee Lease and terminating upon the expiration or earlier termination of the Mortgagee Lease or the abandonment or surrender of possession of the Premises under the Mortgagee Lease and shall further remedy any other conditions that Tenant was obligated to perform under the terms of this Lease.

(d) Leasehold Mortgagee, as Tenant under the Mortgagee Lease, shall have the same right, title, and interest in and to the Premises, the right to use the Tenant's Improvements thereon as Tenant had under this Lease and the right to extend this Lease for any Renewal Term.

Section 12.8 Agreement Between Landlord and Leasehold Mortgagee. Landlord, upon request, shall execute, acknowledge, and deliver to Leasehold Mortgagee an agreement, by and among Landlord, Tenant, and Leasehold Mortgagee (provided the same has been previously executed by Tenant and Leasehold Mortgagee) confirming all the provisions of this Article XII, in form and substance reasonably satisfactory to Leasehold Mortgagee and Landlord.

Section 12.9 No Merger. So long as any Leasehold Mortgage remains outstanding, the fee title and the leasehold estate created by this Lease shall not merge but shall always be kept separate and distinct, notwithstanding the union of such estates in either the Landlord or the Tenant or a third party, by purchase or otherwise.

Section 12.10 Subordination of Fee Mortgage. If one or more Leasehold Mortgages is in effect, the following shall apply: (a) all Fee Mortgages shall be expressly subject and subordinate to this Lease, any Mortgagee Lease, and all amendments, modifications, and extensions thereof and shall include the Fee Mortgagee's agreement to execute and deliver to Leasehold Mortgagee an agreement in accordance with Section 12.8 hereof; (b) Landlord shall not enter into any Fee Mortgage that violates this Section 12.10; (c) Tenant shall not subordinate this Lease without the prior written consents of all Leasehold Mortgagees; and (d) concurrently with the execution and delivery of this Lease, Landlord shall cause all Fee Mortgagees to execute and deliver to Tenant a subordination, non-disturbance and attornment agreement in form and content similar in all material respects to that of **Exhibit D-1** (with the addition of an appropriate, commercially reasonable subordination provision), or, if such holder(s) will not agree to use such form, then in such other commercially reasonable recordable form as may be mutually acceptable to Tenant, Landlord and such holder(s).

ARTICLE XIII – DEFAULT AND REMEDIES

13.1 Defaults by Tenant.

A. Events of Default. Any one or more of the following events shall constitute an "Event of Default" under this Lease:

(i) Subject to the provisions of Section 13.1B, any failure of Tenant to pay any Rent within ten (10) days after written notice from Landlord;

(ii) Subject to the provisions of Section 13.1B, any failure of Tenant to perform any covenant or agreement set forth in this Lease (other than a failure of Tenant to pay any Rent within ten (10) days after written notice from Landlord);

(iii) Subject to the provisions of Section 13.1B, any breach by Tenant (due to its own act or omission) of any representation or warranty of Tenant under this Lease; or

(iv) If (a) Tenant (or any transferee of Tenant) makes any assignment, sublet or other transfer of an interest in the Premises in violation of this Lease, (b) Tenant shall be adjudged bankrupt or insolvent in proceedings filed under any section or chapter of the present federal bankruptcy act or under any future federal bankruptcy act or under any similar law or statute of the United States or any state thereof, (c) any petition is filed against Tenant pursuant to any section or chapter of the present federal Bankruptcy Act or under any future federal Bankruptcy Act or under any similar law or statute of the United States or any state thereof, and such petition or proceeding is not dismissed within sixty (60) days after filing, (d) Tenant makes a transfer in fraud of creditors, (e) Tenant makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts as they become due, (f) Tenant dissolves or liquidates or (g) a receiver or trustee is appointed for Tenant or any of the assets of Tenant and such receiver or trustee is not removed within fifteen (15) days after such appointment.

B. Cure Periods. If Tenant fails to perform any covenant or agreement set forth in this Lease, or breaches (due to its own act or omission) any representation or warranty of Tenant under this Lease, then such failure or breach shall not be considered an Event of Default unless Tenant fails to cure such alleged failure or breach within thirty (30) days after the date of its receipt of written notice thereof from Landlord, plus such additional time as may reasonably be required to cure the same if such default cannot reasonably be cured within such 30-day period (provided Tenant's curative action is commenced within such 30-day period and thereafter diligently prosecuted).

C. Remedies. If an Event of Default occurs, then, unless a specific remedy for such default is expressly provided for elsewhere in this Lease, Landlord shall, as its sole and exclusive remedy options therefor, have the right and option to either: (i) continue this Lease in effect and recover Rent from Tenant from time to time as it falls due; (ii) terminate

Tenant's right to possession of the Premises, without terminating this Lease, and re-enter and repossess the Premises (and recover the damages specified below); (iii) terminate this Lease (and recover the damages specified below); (iv) if the default is non-monetary, cure such default on behalf of Tenant (and the reasonable cost of such curing shall be due and payable to Landlord, as Additional Rent, within ten (10) days after the date of Tenant's receipt of written notice of such costs from Landlord); (v) pursue any other remedies that may be provided for elsewhere in this Lease; or (vi) pursue any other remedies that may otherwise be available to Landlord in equity, including, without limitation, injunctive relief or specific performance. However, if Landlord chooses option (ii) above, Landlord shall not be precluded from later choosing option (iii) above.

(i) **Termination of Possession.** If Landlord elects to terminate Tenant's right to possession of the Premises without terminating this Lease, then Tenant shall remain liable to Landlord for the payment of Rent for the remainder of the Term as the same becomes due, and for the payment of any and all reasonable costs incurred by Landlord in connection with a re-letting of the Premises, which re-letting shall be on such terms and conditions as are commercially reasonable under the general market conditions and circumstances at that time; and any amounts received from such re-letting shall be applied against the monetary obligations of Tenant under this Lease. Repossession by Landlord shall not be construed as an election by Landlord to terminate this Lease unless Landlord delivers written notice to Tenant expressly stating that Landlord is terminating this Lease. For purposes of this Section 13.1, "reasonable costs" of re-letting shall be deemed to include, without limitation, the following costs (but only to the extent such costs are reasonable): costs to repair the Premises, brokers' fees and reasonable attorneys' fees incurred in connection with the negotiation of a lease with the new tenant; such "reasonable costs" may also include reasonable costs to alter the Building, but only if (1) the costs of such alterations are reasonable, (2) such alterations are necessary in order to relet the Premises under the general market conditions and circumstances at that time and (3) such costs bear a reasonable relationship to the amount of rental to be gained from the new tenant.

(ii) **Termination of Lease.** If Landlord elects to terminate this Lease, then damages shall be determined in accordance with the following formula:

- (a) the amount of any unpaid Rent that is owed as of the date of termination (including any Interest due in connection therewith); plus
- (b) the net present value of the amount by which any unpaid Rent which would have been owed after the termination date for the remainder of the Term exceeds the amount of rental loss that Tenant proves could have been reasonably avoided through mitigation.

For purposes of clause (b) above, the "net present value" shall be calculated by discounting the amount at the rate of ten percent (10%) per annum.

13.2 Defaults by Landlord. Subject to the provisions of Section 11.2, if Landlord breaches (due to its own act or omission) any representation or warranty of Landlord under this Lease or fails to perform any covenant or agreement set forth in this Lease (other than the covenants or agreements set forth in Sections 5.1, 5.2 and 6.2), then Landlord shall have thirty (30) days following the date of its receipt of written notice thereof from Tenant to commence the cure of such alleged breach or failure (i.e., default), plus such additional time as may reasonably be needed to complete the cure of the same. If, upon the expiration of such 30-day period such default is not cured, or if such default cannot reasonably be cured within such 30-day period and Landlord has not commenced the cure of such default within such 30-day period (and thereafter diligently prosecuted such curative action to completion), then Tenant may either (a) pursue any remedies that may be available to it at law or in equity, including, without limitation, injunctive relief or specific performance, or (b) without waiving any other remedies that Tenant may have at law or in equity, cure such default itself on behalf of Landlord and the actual, documented out-of-pocket costs thereof shall be due and payable to Tenant from Landlord upon demand by Tenant. Any failure of Landlord to pay the amounts due to Tenant within ten (10) days after the date of Landlord's receipt of such demand shall entitle Tenant to deduct such amounts, plus Interest, from any amounts due to Landlord under this Lease, including Rent subsequently due to Landlord under this Lease, until Tenant has been paid in full and Tenant shall be permitted to deduct amounts sufficient to enable it to be fully reimbursed by the end of the Term).

13.3 Additional Equitable Remedies; Mitigation. The remedies of Landlord and Tenant set forth in this Lease in the event of a default shall not preclude either party from pursuing any available equitable remedies, including, but not limited to, specific performance and injunctive relief. In the event of an uncured default, the non-defaulting party shall in each event use reasonable efforts to mitigate its damages.

13.4 Interest. Any sums not paid when due from one party to the other shall bear interest from the date due until the date paid in full at a rate per annum ("Interest") equal to the lesser of (a) the highest lawful rate or (b) the then applicable "Prime Rate" (as quoted in The Wall Street Journal, or a successor publication if The Wall Street Journal is no longer published) plus one percent (1%); provided, however, in no event shall such rate exceed twelve percent (12%) per annum.

ARTICLE XIV – FORCE MAJEURE EVENT

14.1 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to pay Rent as and when due hereunder or to timely make any other payments to the other party hereunder), when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from a Force Majeure Event. For the purpose of clarification and certainty, the occurrence of a Force Majeure Event shall not excuse, delay, release, or waive the payment of Rent by the Tenant to the Landlord or any other obligation or the payment of money from an Impacted Party to the other party hereto.

14.2. The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use commercially reasonable efforts to end the failure or delay and ensure the effects of such Force

Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following written notice given by it under this Section 14.2, the other party may thereafter terminate this Agreement upon ten (10) days' written notice.

ARTICLE XV – END OF TERM

15.1 Surrender of Premises. Upon the expiration or earlier termination of this Lease, Tenant shall peacefully and quietly surrender possession of the Premises to Landlord, broom clean, free and clear of any occupants, subtenants, licensees or concessionaires and, furniture, fixtures and equipment (collectively, "**Removable Property**"), and in good condition and state of repair, reasonable wear and tear and loss by casualty excepted. Notwithstanding the preceding sentence, however, Tenant shall, at any time prior to the date of such expiration or earlier termination, have the right, but not the obligation, to enter upon and remove from the Premises any of its remaining Removable Property, subject to an obligation to repair any non-cosmetic damage caused thereby, which repair obligation shall survive such expiration or earlier termination. If, after such surrender of possession, any Removable Property remains at the Premises, then the same shall be deemed to have been abandoned and entitle Landlord to retain and own the same or to dispose of the same, at Landlord's sole cost. In connection with such surrender of possession, Tenant shall also have the right, before the expiration or earlier termination of this Lease, at Tenant's sole cost, to make changes in the appearance of the exterior and/or interior of the Building so as to alter its appearance from that of Tenant's typical trade dress. Such changes may include: (a) removing exterior signage and other decorative elements of a similar nature from the exterior and/or interior of the Building (and repairing any damage caused thereby); and (b) subject to Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), repainting all or part of the exterior and/or interior of the Building so as to change its color(s) from Tenant's typical scheme to a neutral color scheme.

15.2 Holding Over by Tenant. Unless otherwise agreed to in writing, if Tenant or any assignee, sublessee or licensee of Tenant fails to fully vacate the Premises upon the expiration or earlier termination of this Lease, then such failure shall constitute and be construed as a tenancy from month-to-month at one hundred twenty-five percent (125%) of the amount of the Annual Rent due in the last month of the expired or earlier terminated portion of the Term (prorated and paid on a monthly basis), subject to all of the other provisions of this Lease (including, but not limited to, the obligation to pay Additional Rent to Landlord). Either Landlord or Tenant shall have the right and option to terminate such month-to-month tenancy upon thirty (30) days' written notice to the other. The foregoing is not intended to grant to Tenant any right to remain in possession of the Premises beyond the expiration or earlier termination of this Lease.

ARTICLE XVI – MISCELLANEOUS PROVISIONS

16.1 Title to Tenant's Improvements. Title to Tenant's Improvements upon the Premises only) and to all Removable Property at the Premises shall be vested in and remain in Tenant throughout the Term. Upon the expiration or earlier termination of this Lease, title to Tenant's Improvements shall automatically pass to and become vested in Landlord; subject, however, to

Tenant's right to remove the Removable Property and/or make the alterations described in Section 16.1. Title to any Removable Property remaining at the Premises after the expiration or earlier termination of this Lease shall automatically pass to and become vested in Landlord. Within ten (10) Business Days after the date of Tenant's receipt of Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord, at no cost to Tenant, any commercially reasonable form of quit claim deed, bill of sale and/or assignment instrument deemed necessary by Landlord to evidence such transfer of title.

16.2 Brokerage Commissions. Landlord represents and warrants that Landlord has not engaged or employed any real estate broker, agent or other intermediary in connection with the transaction evidenced by this Lease other than Broker. Tenant represents and warrants that Tenant has not engaged or employed any real estate broker, agent or other intermediary in connection with the transaction evidenced by this Lease other than Broker. Landlord agrees that it shall be solely responsible for the payment of any and all commissions or fees owed to Broker by reason of the creation or procurement of this Lease pursuant to a separate agreement. Landlord and Tenant shall and do hereby mutually indemnify, defend (with counsel reasonably acceptable to the other) and hold each other harmless from and against any and all Claims in the event any broker, agent or other intermediary alleges that it is owed a commission, fee or other payment by reason of the indemnitor's dealings, negotiations or communications in connection with this Lease or the demise of the Premises; provided, however, the foregoing mutual indemnification shall not extend to the Claims of Broker, which shall be the sole responsibility of Landlord as hereinabove provided. The mutual indemnification set forth in the preceding sentence shall survive the expiration or any earlier termination of this Lease.

16.3 Notices and Payments. All notices, demands, requests, consents and other communications required to be given under this Lease shall be in writing and shall be deemed to have been delivered/received, upon receipt or refusal, after being sent by (a) hand delivery by a reputable courier service that maintains a record of delivery, (b) United States certified mail, postage prepaid, return receipt requested, or (c) a nationally-recognized overnight delivery service. For purposes of this Section 16.3, rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of such rejected or misaddressed notice, demand, request, consent or other communication. Any notice given by counsel to either Landlord or Tenant on behalf of Landlord or Tenant, as applicable, shall be deemed to have been given by Landlord or Tenant, as applicable, for all purposes of this Lease.

16.4 Governing Law and Venue. This Lease shall be governed by and construed in accordance with the Laws of the state in which the Premises is located. In the event any legal action is brought by one party against the other to enforce or interpret any term, provision or covenant hereof, venue for such action shall be proper in a court of competent jurisdiction in the county (or other political subdivision) in which the Premises is located.

16.5 Waiver of Trial by Jury. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND TENANT EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT,

TENANT'S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE. The foregoing waiver of trial by jury was voluntarily and intentionally made by both Landlord and Tenant.

16.6 Attorneys Fees and Costs.

A. Recovering Costs. If either party should employ an attorney to enforce any provisions of this Lease or to protect its interests in any matter arising under this Lease, or to recover damages for breach of this Lease, the prevailing party on any such issue brought in a court of competent jurisdiction shall be entitled to recover from the non-prevailing party certain reasonable costs, damages and expenses, including certain reasonable attorneys fees, expended or incurred in connection therewith in addition to any other relief provided by law. A party who, following an adversary adjudication has gained victory on the merits in the proceeding is a "prevailing party". A party may be a "prevailing party" if a settlement of the proceeding was effected on terms favorable to it or if the proceeding against it has been dismissed. In appropriate situations a party may also have prevailed if the outcome of the proceeding has substantially vindicated the party's position on the significant substantive matters at issue, even though the party has not totally avoided adverse final action.

B. Segregation of costs. When a proceeding has presented a number of discrete substantive issues, a party may have prevailed even though all the issues were not resolved in its favor. If such a party is deemed to have prevailed, any award shall be based on the fees and expenses incurred in connection with the discrete significant substantive issue or issues on which the party's position has been upheld. If such segregation of costs is not practicable, the award may be based on a fair proration of those fees and expenses incurred in the entire proceeding which would be recoverable if proration were not performed, whether separate or prorated treatment is appropriate, and the appropriate proration percentage, shall be determined on the facts of the particular case. Attention shall be given to the significance and nature of the respective issues and their separability and interrelationship.

16.7 Entire Agreement. This Lease sets forth the entire agreement of Landlord and Tenant with respect to the subject matter hereof and cannot be altered, amended or modified except by a written instrument duly executed by both parties.

16.8 Binding Authority. Subject to the provisions of Sections 11.1 and 11.2, this Lease shall be binding upon and inure to the benefit (or detriment, as applicable) of Landlord and Tenant and their respective heirs, legal representatives, successors and permitted assigns. Whenever reference to the parties hereto is made in this Lease, such references shall be deemed to include the heirs, legal representatives, successors and permitted assigns of said party the same as if in each case expressed. For purposes of this Lease, the term "person" means any individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, government or governmental organization or any other entity.

16.9 Business Days; Close of Business. If the date for performance of any act or obligation,

including the Commencement Date (unless Tenant actually opens to the public for business at the Premises on such date), or delivery of any notice due under this Lease shall fall on a day other than a business day, then the date for such performance or delivery of such notice shall be postponed until the next business day. For purposes of this Lease, any references to "Business Days" shall be deemed to be references to normal working business days (i.e., Monday through Friday of each calendar week, exclusive of federal or state holidays or such other dates upon which nationally-chartered banks of the United States of America are not open for business) and the "close of business" shall be deemed to be 6:00 p.m., local time, in the county (or other political subdivision) in which the Premises is located.

16.10 Intentionally Deleted.

16.11 No Waiver. No provision of this Lease shall be deemed waived by Landlord or Tenant, nor shall the failure of either party to insist on the strict performance thereof be deemed such a waiver, unless the same is expressly waived in a writing signed by Landlord or Tenant, as the case may be. No waiver by Landlord or Tenant of any breach of any provision of this Lease shall be deemed a waiver of any subsequent breach of the same or of any other provision hereof. Unless otherwise expressly provided in this Lease, any failure of either Landlord or Tenant to exercise any option, right, power or remedy granted or otherwise provided herein to such party shall not be deemed to be nor be construed as a relinquishment of such option, right, power or remedy. The receipt by Landlord of any Rent required to be paid by Tenant under this Lease with knowledge of any default by Tenant under this Lease shall not be deemed to be nor be construed as a waiver of such default.

16.12 Rules of Construction. This Lease has been examined, reviewed, negotiated and revised by counsel for each party, and no implication may be drawn against either party by virtue of the preparation and drafting hereof.

16.13 Headings and Titles. The headings and titles used in this Lease have been inserted for purposes of reference and convenience only and shall not be deemed to amplify, limit, define or otherwise affect the express provisions hereof.

16.14 Invalidity. If any provision, or any portion thereof, of this Lease, or application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each such remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

16.15 Counterparts; Execution. This Lease may be executed in any number of counterparts with the same force and effect as if all required hand-written signatures of the parties were contained in a single original document. Hand-written signatures transmitted by facsimile or e-mail, through scanned and electronically transmitted .pdf, .jpg or .tif files, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the parties hereto as if such facsimile or e-mailed documents were an original executed counterpart. If the parties exchange electronic signature versions of this Lease, then the parties shall promptly thereafter exchange counterparts of this Lease with original signatures. If drafts of this Lease or

other communications between the parties were sent by e-mail or other electronic methods, then the following additional provisions shall also apply: (a) any typewritten signature included with any e-mail or any document attached to any e-mail is not an electronic signature within the meaning of the Electronic Signatures in Global and National Commerce Act or any other Law of similar import, including, without limitation, the Uniform Electronic Transactions Act (the "UETA"), as the same may be enacted in any state; and (b) any transmission of this Lease is not intended as an "electronic signature" to a "record" of such transaction (as those terms are defined in the UETA); instead, it is both Landlord's and Tenant's intention that a record of such transaction shall be created only by handwritten signatures on an original document.

16.16 Relationship of Parties. It is understood and agreed that no party hereto shall be construed or held to be a partner, joint venturer or associate of the other in the conduct of the other's business, nor shall either party be liable for any debts incurred by the other; but it is understood and agreed that the relationship is and at all times shall remain that of landlord and tenant.

16.17 Landlord's Duty of Reasonable Cooperation. Landlord agrees to cooperate in a reasonable and timely manner with Tenant in connection with the obtaining of the Title Policy (including, specifically, the prompt execution and return to Tenant or the Title Company of any requested commercially reasonable form of owner's affidavit) and with the obtaining and/or renewal of all permits and licenses which Tenant may need in order to open and operate its intended business at the Premises throughout the Term; provided, however, there shall be no unreimbursed out-of-pocket cost related thereto to Landlord other than the cost of Landlord's legal counsel. Such cooperation may, but only if required under any state and/or local Laws applicable to the issuance and/or renewal of such permits and licenses, include allowing Tenant to post public notices on or about the Premises at any time after the Effective Date (even if prior to the Delivery Date) and the disclosure of information on Landlord and its business principals. Tenant agrees to hold any such information confidential and to use the same only for the purposes of obtaining the Title Policy or obtaining or renewing the license or permit for which such information is required. All costs associated with obtaining the Title Policy or with obtaining or renewing any such permit or license shall be borne by Tenant.

16.18 Quiet Enjoyment. So long as Tenant is not in default under this Lease beyond the applicable notice and cure period, Landlord covenants and agrees that Tenant shall peaceably and quietly hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection.

16.19 Gender. Words of any gender used in this Lease shall be construed to include the other gender, and words in the singular shall include the plural and vice versa, unless the context otherwise requires.

16.20 Exhibits. The Exhibits attached to this Lease are hereby incorporated by reference in their entirety with the same force and effect as if they were set forth in the body of this Lease.

16.21 Offer and Acceptance. One party's execution and delivery of this Lease to the other shall be deemed an offer extended to such other party which shall automatically expire fifteen (15) Business Days thereafter unless accepted (by such other party's execution and delivery of this

fully-executed Lease to such offering party), rejected or revoked prior thereto. This Lease shall become binding upon the parties hereto only upon the full and unconditional execution and timely delivery hereof as aforesaid.

16.22 Compliance with Laws. Tenant shall, at all times and at Tenant's own cost, comply with and observe all Laws applicable to Tenant's development, use, occupancy and, if applicable, subsequent alteration of the Premises and.

16.23 Mechanic's and Materialmen's Liens. Each party agrees to hold the other harmless from and against any and all losses, costs or damages (including reasonable attorneys' fees and court costs) due to any lien being filed against the Premises on account of any non-payment for or dispute with respect to any labor or materials furnished in connection with the construction referred to herein or any other construction upon the Premises or elsewhere on Landlord's Property and such party shall not allow any judgment to lie against the Premises or any other portion of Landlord's Property (as applicable). The party causing (or otherwise permitting) such a lien to be filed shall either have the lien removed within thirty (30) days after the date of its receipt of written notice of the filing of the lien or bond off the lien should such party desire to contest it, then Landlord's obligations hereunder shall be limited to the requirement of using commercially reasonable efforts to enforce the provisions of its lease so as to cause such tenant to promptly remove or bond off such lien. If Tenant shall fail to remove or bond off such lien within such 30-day period, then Landlord may, in addition to any other potentially available remedy of Landlord under this Lease, have the right and option to remove or discharge such lien and, upon Landlord's demand, Tenant shall promptly reimburse to Landlord all reasonable costs incurred by Landlord in connection therewith with Interest (and the foregoing reimbursement obligation shall survive the expiration or any earlier termination of this Lease); provided, however, that if Tenant has demonstrably and in good faith begun the process of removing or bonding off such lien within such 30-day period and is diligently pursuing such removal or bonding off, then Landlord shall not have the right set forth in this Section 16.23 (unless such lien has not been removed or bonded off within sixty (60) days after the date of Tenant's receipt of written notice of the filing thereof).

16.24 Governmental Development Incentives. The parties understand, acknowledge and agree that any economic incentives to be provided by the City of Jonesboro, County of Craighead or State of Arkansas governments to Tenant regarding Tenant's proposed development and/or use of the Premises shall belong to and directly benefit Tenant only.

16.25 Tenant's Option to Purchase.

A. Tenant shall have the one-time right to purchase the Premises (including all easements, covenants, benefits, and other rights granted under the Lease, all of which shall become perpetual upon the purchase) ("**Purchase Option**") for the sum of Two Million and 00/100 U.S. Dollars (\$2,000,000) ("**Purchase Price**") upon the giving of sixty (60) days prior written notice ("**Purchase Option Notice**") to Landlord. The Purchase Option may be exercised by Tenant no earlier than the first day of the fourth (4th) Lease Year (Tenant may provide notice any time prior to the first day of the fourth (4th) Lease Year) and no later than the last day of the sixth (6) calendar month of the fourth (4th) Lease Year. Notwithstanding the delivery of the Purchase Option Notice, all terms, covenants, and

conditions of this Lease shall remain in full force and effect through and until the Closing Date (as defined below), including, without limitation, Tenant's obligation to pay Rent, and Tenant's right to possession of the Premises.

B. In the event the Premises shall be condemned in whole or in part or shall suffer a casualty loss following the delivery of the Purchase Option Notice, Tenant shall have the right to:

- i. rescind the Purchase Option Notice and retain the Purchase Option, or
- ii. take an assignment of all insurance proceeds or condemnation awards, as the case may be, and proceed to purchase the Premises under the terms of this Section.

C. Upon the exercise of the Purchase Option, Landlord shall sell and Tenant shall buy the Premises upon the terms set forth in this Section and Landlord shall convey the Premises to Tenant by a general warranty deed in recordable form, subject only to Taxes not yet due and payable and to those exceptions existing at the time of the execution and delivery of this Lease and approved by Tenant, but not including any mortgages or other liens against the Premises.

D. Within twenty (20) days after the delivery of the Purchase Option Notice, Tenant shall obtain an updated title insurance commitment ("**New Title Commitment**") for an owner's title insurance policy ("**New Title Policy**") issued by the Title Company in the amount of the Purchase Price, covering title to the Premises on or after the date of the Purchase Option Notice. The New Title Commitment shall show title in Landlord and name Tenant as the proposed insured, subject only to Taxes not yet due and payable and title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount that may be removed by the payment of money at the time of closing and that Landlord shall so remove at the time of closing by using the funds to be paid upon the delivery of the deed (all of which are referred to as the "**Permitted Exceptions**"). Tenant shall pay the cost of the New Title Commitment and the New Title Policy. Within twenty (20) days after Tenant's receipt of the New Title Commitment, Tenant shall give written notice to Landlord of any defects in the title or matters shown by a survey, other than the Permitted Exceptions, that render title to the Premises unmarketable ("**Title Defects**"), or Tenant shall waive its right to object to title and accept title "as is." Landlord shall have fifteen (15) days after such notice to cure or remove any and all Title Defects ("**Title Cure Period**"). If Landlord is unable to cure or remove any and all Title Defects within the Title Cure Period, Tenant shall have the right, upon notice to Landlord given not less than five (5) days after expiration of the Title Cure Period, to either (i) rescind its exercise of the Purchase Option, in which event the Lease shall remain in full force and effect and Tenant shall retain the Purchase Option for the duration of the Term of the Lease, or (ii) waive the Title Defects and accept such title as Landlord is able to convey, with an equitable reduction of the Purchase Price.

E. The closing shall take place sixty (60) days after the Purchase Option Notice is given to Landlord or upon such other date as the parties mutually agree ("**Closing Date**"),

and shall be through an escrow with the Title Company or such other escrow agent as the parties may select with the general provisions of the usual form of deed and escrow agreement then in use by the Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Section. The payment of the Purchase Price and delivery of the deed and all other necessary documents shall be made through the escrow. The cost of the escrow shall be divided equally between Landlord and Tenant.

F. Taxes not yet due and payable, assessments, utilities (to the extent not already in Tenant's name), Annual Rent and Additional Rent, and other similar items (if any) shall be adjusted ratably as of the time of closing. If the amount of current Taxes is not then ascertainable, the adjustment thereof shall be on the basis of the most recent ascertainable Taxes. If, on the Closing Date, any assessment for benefit is a lien on the Premises or any part thereof, Landlord shall pay the same in its entirety. All prorations shall be final.

G. Any state, county, or municipal stamp tax or any other real estate conveyance tax imposed by applicable governmental authorities ("Transfer Tax") shall be paid by the Landlord. Landlord shall join in the execution of any tax forms required by law if necessary.

H. Landlord shall deliver to Tenant at closing all documents reasonably required by the Title Company and Tenant to effectuate the closing and issue the Title Policy.


I. The parties understand that, in the event Tenant exercises the Purchase Option, additional easements, covenants, and agreements may be required for the future development of Landlord's Property. Tenant agrees that if any such easements, covenants, or agreements are required for the development of Landlord's Property, including but not limited to access, utilities, or drainage, Tenant will execute any easement, covenant, or agreement reasonably requested by Landlord on or before Closing Date; provided that, Tenant shall not be required to execute any easement, covenant, or agreement that results in any: (1) additional expense of any kind to Tenant, including without limitation any maintenance obligations, (2) interference with Tenant's operations, or (3) disturbance or damage to any improvements of any kind on the Premises.


16.26 Restricted Use. Landlord and Tenant agree to place a deed restriction and enter into a restrictive covenant agreement, running with the land, on the Landlord's Property, to prohibit the sale, lease, or use of any portion of the Landlord's remaining property to or by a sit-down restaurant.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, both Landlord and Tenant have signed and dated this Lease in the appropriate locations below to be effective as of the Effective Date.

WITNESSES:


Name: Frances Short

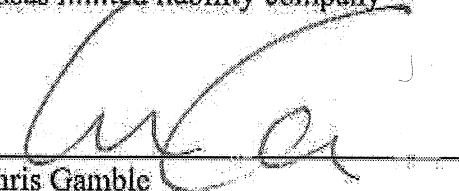

Name: Kara McLaughlin


Name: EMILY P. KRAEMER


Name: KELLY F. ALLEN

LANDLORD:

GAMBLE LAND COMPANY, LLC,
an Arkansas limited liability company


By: 
Chris Gamble
Title: Manager

Date: 11/8/24

TENANT:

JONESBORO EATS, LLC, a Louisiana limited liability company

By: McJunkins Management Company, LLC
Its: Manager

By: 
Name: Christopher G. McJunkins
Title: Manager

Date: 11/12/24

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PREMISES

A part of Lot 1 of First Fair Park Commons Minor Plat to the City of Jonesboro, Craighead County, Arkansas, as shown in Plat Book "B" at Page "132" in the public records of Craighead County in Jonesboro, Arkansas, being more particularly described as follows:

Commencing at the Southwest corner of Lot 1 aforesaid, thence North 00°41'22" East, 116.43 feet; thence North 88°55'24" West, 15.54 feet; thence North 00°35'59" East, 27.91 feet to the point of beginning proper; thence North 00°35'59" East, 285.32 feet; thence North 89°47'26" East, 226.05 feet; thence South 00°14'25"E, 286.22 feet to the North line of tract 2; thence along said North line, North 89°58'47" West, 230.23 feet to the point of beginning proper, containing 1.50+/- acres (65,193.35 sq. ft.), more or less, subject to all rights-of-way and easements of record.

EXHIBIT A-2

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

A part of Lot 1 of First Fair Park Commons Minor Plat to the City of Jonesboro, Craighead County, Arkansas, as shown in Plat Book "B" at Page "132" in the public records of Craighead County in Jonesboro, Arkansas, being more particularly described as follows:

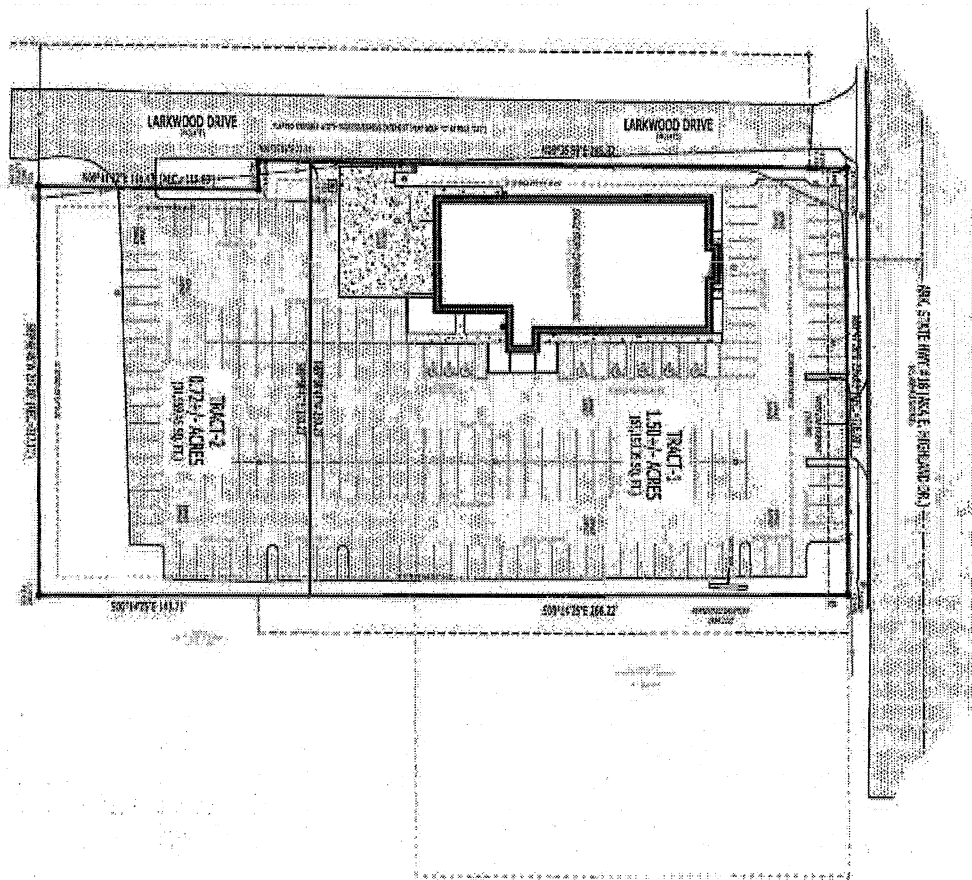
Commencing at the Southwest corner of Lot 1 aforesaid, thence North 00°41'22" East, 116.43 feet; thence North 88°55'24" West, 15.54 feet; thence North 00°35'59" East, 27.91 to the South line of Tract 1; thence along said South line, South 89°58'47" East, 230.23 feet; thence South 00°14'25" East, 143.71 feet, to the South line of Lot 1 of First Fair Park Commons Minor Plat, aforesaid; thence along said South line, South 89°46'46" West, 217.00 feet to the point of beginning proper, containing 0.72+/- acres (31,559.45 sq. ft.), more or less, subject to all rights-of-way and easements of record.

EXHIBIT B-1

**DEPICTION OF THE PREMISES
[SEE ATTACHED]**

EXHIBIT B-2
DEPICTION OF LANDLORD'S PROPERTY
[SEE ATTACHED]

LEGEND:
 1. EXISTING LOT LINES
 2. EXISTING BUILDING FOOTPRINTS
 3. EXISTING DRIVEWAYS
 4. EXISTING UTILITY LINES
 5. EXISTING FENCE LINES
 6. EXISTING EASEMENTS
 7. EXISTING RIGHT-OF-WAY LINES
 8. EXISTING ADJACENT PARCELS
 9. EXISTING ADJACENT ROADS



LEGAL DESCRIPTION TRACT 1:

Tract 1 is a certain lot or lots of land, to-wit: Lot 1, Block 1, Subdivision 1, located in the County of [blank] and State of [blank], containing an area of approximately 1.50 acres, more or less, as shown on the attached plat of survey.

LEGAL DESCRIPTION TRACT 2:

Tract 2 is a certain lot or lots of land, to-wit: Lot 2, Block 1, Subdivision 1, located in the County of [blank] and State of [blank], containing an area of approximately 0.72 acres, more or less, as shown on the attached plat of survey.



COMPASS SURVEYING & MAPPING, LLC

DATE: 10/15/2013
 DRAWN BY: [blank]
 CHECKED BY: [blank]
 APPROVED BY: [blank]

LEASE AREA DEPICTION

CLIENT: GAMBLE BROTHERS

2809 E. HIGHLAND DRIVE, SONESBORO, ARKANSAS

EXHIBIT C

MEMORANDUM OF LEASE [FORM]

MEMORANDUM OF GROUND LEASE AGREEMENT

THIS MEMORANDUM OF GROUND LEASE AGREEMENT (this "Memorandum") is made and entered into by and between GAMBLE LAND COMPANY, LLC, an Arkansas limited liability company ("Landlord"), and JONESBORO EATS, LLC, a Louisiana limited liability company ("Tenant").

R E C I T A L S :

WHEREAS, pursuant to that certain "Ground Lease Agreement" dated to be effective as of November [•], 2024 (the "Lease"), by and between Landlord and Tenant, Landlord leased to Tenant, and Tenant leased from Landlord, the property at 2809 E. Highland Drive, Jonesboro, Arkansas 72401, being an approximately 1.5 acres of land located in the City of Jonesboro, County of Craighead and State of Arkansas, being more particularly described on Exhibit 1 attached hereto and depicted and identified on Exhibit 2 attached hereto, together with any buildings and other improvements constructed or to be constructed thereon and the use of all rights, privileges, easements, licenses and appurtenances belonging or in any way pertaining thereto (collectively, the "Premises");

WHEREAS, Landlord and Tenant desire to disclose to the public their respective interests in and to the Lease, the Premises and the Center, and certain obligations under the Lease, by recording this Memorandum in the official public records of Craighead County, Arkansas.

A G R E E M E N T S :

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Lease, Landlord and Tenant hereby covenant and agree as follows:

1. Landlord leases the Premises to Tenant for the Term pursuant to the terms and conditions of the Lease.
2. The "Term" of the Lease will commence on the Commencement Date (as defined in the Lease) and, unless sooner terminated, will expire on the last day of the fifteenth (15th) Lease Year (as defined in the Lease) after the Commencement Date.
3. Tenant has the right and option to renew and extend the Term for four (4) successive periods of five (5) Lease Years each.
4. All buildings and other constructions located from time to time on the Premises shall be and remain the property of Tenant throughout the Term. Upon the expiration or earlier termination of the Lease, all buildings and other constructions become the property of Landlord; provided that, Tenant may remove any furniture, fixtures, and equipment.

5. Option.

A. Section 16.25 of the Lease gives Tenant the one-time right to purchase the Premises (including all easements, covenants, benefits, and other rights granted under the Lease, all of which shall become perpetual upon the purchase) ("**Purchase Option**") upon the giving of sixty (60) days prior written notice ("**Purchase Option Notice**") to Landlord. Except as otherwise provided below, the Purchase Option may be exercised by Tenant no earlier than the first day of the fourth (4th) Lease Year and no later than the last day of the sixth (6) calendar month of the fourth (4th) Lease Year.

B. Within twenty (20) days after the delivery of the Purchase Option Notice, Tenant shall obtain an updated title insurance commitment ("**New Title Commitment**") for an owner's title insurance policy ("**New Title Policy**") issued by the Title Company in the amount of the Purchase Price (as defined in the Lease), covering title to the Premises on or after the date of the Purchase Option Notice. The New Title Commitment shall show title in Landlord and name Tenant as the proposed insured, subject only to Taxes (as defined in the Lease) not yet due and payable and title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount that may be removed by the payment of money at the time of closing and that Landlord shall so remove at the time of closing by using the funds to be paid upon the delivery of the deed (all of which are referred to as the "**Permitted Exceptions**"). Tenant shall pay the cost of the New Title Commitment and the New Title Policy. Within twenty (20) days after Tenant's receipt of the New Title Commitment, Tenant shall give written notice to Landlord of any defects in the title or matters shown by a survey, other than the Permitted Exceptions, that render title to the Premises unmarketable ("**Title Defects**"), or Tenant shall waive its right to object to title and accept title "as is." Landlord shall have fifteen (15) days after such notice to cure or remove any and all Title Defects ("**Title Cure Period**"). If Landlord is unable to cure or remove any and all Title Defects within the Title Cure Period, Tenant shall have the right, upon notice to Landlord given not less than five (5) days after expiration of the Title Cure Period, to either (i) rescind its exercise of the Purchase Option, in which event the Lease shall remain in full force and effect and Tenant shall retain the Purchase Option for the duration of the Term of the Lease, or (ii) waive the Title Defects and accept such title as Landlord is able to convey, with an equitable reduction of the Purchase Price.

6. **Restricted Use.** Section 16.26 of the Lease restricts the use of Landlord's property described on Exhibit 3 attached hereto ("**Landlord's Property**") as follows: Landlord and Tenant agree to place a deed restriction and enter into a restrictive covenant agreement, running with the land, on the Landlord's Property, to prohibit the sale, lease, or use of any portion of the Landlord's remaining property to or by a sit-down restaurant.

7. This Memorandum is not intended to alter or supersede the Lease, and in the event of any conflict between the provisions of this Memorandum and those of the Lease, the provisions of the Lease shall control.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, both Landlord and Tenant have signed this Memorandum in the appropriate locations below to be effective as of the effective date of the Lease.

WITNESSES:

Name: _____

Name: _____

Name: _____

Name: _____

LANDLORD:

GAMBLE LAND COMPANY, LLC, an Arkansas
limited liability company

By: _____
Chris Gamble
Title: Manager

TENANT:

JONESBORO EATS, LLC, a Louisiana limited
liability company

By: McJunkins Management Company, LLC
Its: Manager

By: _____
Name: Christopher G. McJunkins
Title: Manager

[ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]

ACKNOWLEDGMENTS

STATE OF _____ §

COUNTY OF _____ §

This instrument was executed and acknowledged before me on this ____ day of _____, 20__, by _____, _____ of _____, a _____, on behalf of said _____. The individual whose name is subscribed to this instrument is personally known to me.

NOTARY PUBLIC, STATE OF _____

My Commission Expires:

STATE OF LOUISIANA §

PARISH OF CADDO §

This instrument was executed and acknowledged before me on this ____ day of _____, 20__, by Christopher G. McJunkins, Manager of McJunkins Management Company, LLC, a Louisiana limited liability company, Manager of Jonesboro Eats, LLC, a Louisiana limited liability company, on behalf of Jonesboro Eats, LLC. The individual whose name is subscribed to this instrument is personally known to me.

NOTARY PUBLIC, STATE OF LOUISIANA

My Commission Expires:

LANDLORD'S ADDRESS:

TENANT'S ADDRESS:

Jonesboro Eats, LLC
c/o: Christopher G. McJunkins
362 Parsons Green
Shreveport, Louisiana 71106

AFTER RECORDING, RETURN TO TENANT

EXHIBIT 1

LEGAL DESCRIPTION OF THE PREMISES

EXHIBIT 2

DEPICTION OF THE PREMISES
[SEE ATTACHED]

EXHIBIT 3

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

EXHIBIT D

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT [FORM]

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance, and Attornment Agreement (this "**Agreement**") dated as of the [·] day of [·] [·] (the "**Effective Date**"), is made by and among [·], having an address at [·] ("**Lender**"), JONESBORO EATS, LLC, a Louisiana limited liability company having an address at 362 Parsons Green, Shreveport, Louisiana 71106 ("**Tenant**"), and GAMBLE LAND COMPANY, LLC, an Arkansas limited liability company, having an address at [·] ("**Landlord**"), collectively referred to herein as the "**Parties**," or individually as a "**Party**".

RECITALS:

A. Landlord is the owner of the property at 2809 E. Highland Drive, Jonesboro, Arkansas 72401, being an approximately 1.5 acres of land located in the City of Jonesboro, County of Craighead and State of Arkansas, and legally described on Exhibit "1" attached hereto, (collectively, the "**Property**").

B. Lender has made a loan to Landlord (the "**Loan**"), that is evidenced by a promissory note in the original principal amount of \$[·] (the "**Note**") and secured by a [·] which is recorded in the official public records of Craighead County, State of Arkansas ("**Mortgage**") and [·] which is recorded in the official public records of Craighead County, State of Arkansas ("**Pledge of Leases**") (hereinafter, the Mortgage and Pledge of Leases may be referred to collectively as the "**Security Instruments**"). The Note, the Security Instruments, and all other documents and instruments evidencing or securing the Loan and any amendments, extensions, supplements, consolidations, replacements, renewals, and advances or re-advances are in this Agreement collectively called the "**Loan Documents**."

C. Landlord and Tenant have entered into that certain Ground Lease Agreement, dated November __, 2024 and as the same may hereafter be amended from time to time (as so amended, the "**Lease**") under which Landlord leased to Tenant all of the Property, together with any buildings and other improvements constructed or to be constructed thereon and the use of all rights, privileges, easements, licenses and appurtenances belonging or in any way pertaining thereto, as more particularly described in the Lease (the "**Premises**").

D. Lender and Tenant desire to confirm their understanding with respect to, among other things, the subordination of the Lease to the Security Instruments and Lender's agreement not to disturb Tenant's possession of the Premises, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, Landlord, and Tenant agree as follows:

1. Subordination.

The Lease and Tenant's leasehold interest under the Lease shall be and shall remain, at all times, and in each and every respect, subject and subordinate to the Security Instruments and other

Loan Documents, and to any and all renewals, amendments, modifications, supplements, extensions, consolidations, and replacements thereof, including without limitation, amendments which increase the amount of the indebtedness secured by the Loan Documents. Notwithstanding the foregoing, as between Landlord and Tenant, nothing contained in this Agreement shall be deemed to: (a) excuse or reduce any obligation owed by Landlord to Tenant under the Lease; or (b) waive, in whole or part, any of Tenant's rights or remedies against Landlord under the Lease.

2. Non-Disturbance.

Lender covenants that the leasehold interest granted by the Lease, and Tenant's right to quiet enjoyment, possession, and any other rights under the Lease, shall not be disturbed or terminated by any transfer of Landlord's interest in the Property by foreclosure, deed in lieu of foreclosure, sale, or other action or proceeding initiated to enforce the loan documents (individually and collectively referred to as an "Enforcement Event") provided that: (i) the Lease is in full force and effect; and (ii) there exist no material defaults by Tenant that are continuing beyond the expiration of any applicable notice and cure periods under the Lease; other than *de minimis*, non-financial defaults that will not adversely affect the Property or Lender's lien and security interest therein. Without limiting any of the foregoing, Lender agrees that Tenant shall not be named or joined in any foreclosure, sale, or other proceeding by or on behalf of Lender to enforce the Loan Documents unless the joinder is required by law to perfect such a foreclosure, sale, or other proceeding.

3. Attornment.

(a) If any Enforcement Event occurs, Tenant hereby attorns to any transferee, including Lender, and its designees, successors, and assigns (individually and collectively, "Successor"), as the landlord under the Lease. Tenant shall be bound to Successor under all the executory terms, covenants, and conditions of the Lease for the balance of the Lease term with the same force and effect as if Successor had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments evidencing Successor's succession to the interest of Landlord under the Lease. From and after the occurrence of any Enforcement Event, Tenant shall make all payments under the Lease directly to Successor. Subject to the terms of Section 3(b), Successor shall recognize all rights and options of Tenant under the Lease and the Lease shall continue in full force as a direct lease between Tenant and Successor, and the respective executory rights and obligations of Tenant and Successor, to the extent of the then remaining balance of the term of the Lease and any extensions and renewals thereunder, shall be and are the same as set forth therein, except as modified by this Agreement.

(b) Notwithstanding the foregoing, Successor shall not be:

(i) liable for any act, omission, or default of Landlord or any prior landlord, except for a default of a continuing nature (each a "Continuing Default") that continues to accrue after Successor obtains title to or control of the Property. Without limiting the foregoing, Tenant reserves all of its rights and remedies under the Lease with respect to a Continuing Default by Landlord, whether occurring or

accruing prior to or after the date Successor takes title to or control of the Property;
or

(ii) liable for any damage for a breach of any representation or warranty contained in the Lease by Landlord or any prior landlord under the Lease.

4. Default by Landlord.

(a) If Landlord defaults under the Loan Documents, Landlord authorizes and directs Tenant to, and Tenant agrees to, recognize the pledge of rents which Landlord made to Lender in the Loan Documents, and pay to Lender as pledgee all rents due under the Lease, starting on the date of Tenant's receipt of written notice from Lender that Landlord is in default under the Loan Documents and directing that rents be paid to Lender. Rent payments made by Tenant to Lender pursuant to this Agreement shall continue until one of the following occurs:

(i) no further rent is due or payable under the Lease;

(ii) Lender gives Tenant notice that Landlord's default under the Loan Documents has been cured and instructs Tenant that the rents shall thereafter be payable to Landlord; or

(iii) Lender sends Tenant notice that an Enforcement Event has occurred. Subject to Section 3 hereof, upon such notice Successor shall succeed to Landlord's interest as the landlord under the Lease, after which all rent and other income due under the Lease shall become payable to Successor.

(b) Landlord hereby acknowledges and agrees that all payments made by Tenant in accordance herewith shall constitute payments under the terms of the Lease. Landlord hereby waives all claims against Tenant and agrees to indemnify Tenant against all costs and liability for following any payment instructions given pursuant to this Agreement, even if those instructions prove to be improper or are disallowed by a court of competent jurisdiction. Without limiting the foregoing, Tenant shall not be required to make any inquiry or conduct any investigation into the validity or appropriateness of Lender's written demand for payment of rent pursuant hereto. In the event Tenant receives conflicting instructions from either Lender or Landlord, Tenant shall have the right to request clarification or further assurances from either or both of Lender and Landlord.

(b) If Landlord defaults under the Lease, Tenant agrees to deliver a copy of any notice of such default to Lender. If the default by Landlord gives rise to the right of termination by Tenant, Tenant agrees to give Lender the right to cure the default in accordance with the terms and conditions contained in Section 6 hereof. All notices from Tenant to Lender sent under this Section 4(b) shall be delivered in accordance with the notice provisions of Section 8 hereof.

5. Limitation on Lender's Performance.

Nothing in this Agreement shall be deemed or construed to be an agreement by Lender to perform any obligation of Landlord as the landlord under the Lease unless and until Lender or any Successor obtains title or possession to the Property whichever is earlier.

6. Lender's Right to Cure.

(a) Tenant shall not terminate the Lease, nor exercise any other right or remedy granted to Tenant under the Lease or applicable law, including, without limitation, any setoff rights because of a default of Landlord under the Lease or the occurrence of any other event, without first giving Lender prior written notice of such default or event. Thereafter, Tenant shall take no action to terminate the Lease, nor exercise any other right or remedy if:

(i) within ten (10) days following the end of the period in which Landlord is entitled to cure the default, Lender cures such default or event, if the same can be cured by the payment of money; or

(ii) Lender diligently starts either: (A) to cure the default or event if the same cannot, with diligence, be cured within said ten (10) days, and thereafter diligently pursues the cure; or (B) an action to obtain possession of the Premises (including possession by receiver) and to cure such default or event which cannot be cured by Lender without Lender having obtained possession.

(b) Nothing in this Agreement shall be construed as a promise or undertaking by Lender to cure any default on the part of Landlord under the Lease.

(c) Notwithstanding the foregoing, Tenant shall be permitted to exercise its rights under the Lease, including, without limitation, any termination rights, if Lender has not cured such default within thirty (30) days from the date Lender receives a copy of Tenant's notice of Landlord's default.

(d) No cure undertaken by Lender hereunder shall act as a waiver, excuse, or extension of time for Lender to perform any obligation owed to Tenant under the Lease, it being acknowledged that Tenant hereby reserves all rights and claims against Landlord for defaults under the Lease.

7. Tenant's Covenants.

Tenant agrees for the benefit of Lender that, so long as the lien of the Security Instruments continue to encumber the Property, Tenant shall not without Lender's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed:

(a) pay any rent or additional rent to Landlord, or any other landlord under the Lease, by more than thirty (30) days in advance except for prepayments of additional rent for operating expenses and real estate taxes made in accordance with the terms of the Lease;

(b) enter into any amendment or other agreement relating to the Lease.

8. Notices.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given:

- (a) when delivered by hand, with written confirmation of receipt;
- (b) when received by the addressee, if sent by a nationally recognized overnight courier;
- (c) on the date sent if by email (with confirmation of transmission) if sent during normal business hours or on the next business day if sent after normal business hours; or
- (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section):

If to Lender:

Address: [LENDER'S ADDRESS]
Telephone: [TELEPHONE NUMBER]
Facsimile: [FAX NUMBER]
Email: [EMAIL ADDRESS]
Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

with a copy to:

Address: [LENDER'S LAW FIRM ADDRESS]
Telephone: [TELEPHONE NUMBER]
Facsimile: [FAX NUMBER]
Email: [EMAIL ADDRESS]
Attention: [ATTORNEY NAME]

If to Tenant:

Address: 362 Parsons Green
Shreveport, Louisiana 71106
Telephone: (318)470-9436
Email: chris@mcjunkinsgroup.com
Attention: Christopher G. McJunkins, Manager

with a copy to:

Address: 330 Marshall Street, Suite 1000
Shreveport, Louisiana 71101
Telephone: (318)226-9100
Facsimile: (318)424-5128
Email: rlamb@wwmlaw.com
Attention: Richard D. Lamb, III

If to Landlord:

Address: [LANDLORD'S ADDRESS]

with a copy to:

Telephone: [TELEPHONE NUMBER]
Facsimile: [FAX NUMBER]
[Email: [EMAIL ADDRESS]]
Attention: [ATTORNEY NAME]
Address: [LANDLORD'S LAW FIRM ADDRESS]
Telephone: [TELEPHONE NUMBER]
Facsimile: [FAX NUMBER]
[Email: [EMAIL ADDRESS]]
Attention: [ATTORNEY NAME]

9. Attorneys' Fees and Costs.

(a) Recovering Costs. If either party should employ an attorney to enforce any provisions of this Agreement or to protect its interests in any matter arising under this Agreement, or to recover damages for breach of this Agreement, the prevailing party on any such issue brought in a court of competent jurisdiction shall be entitled to recover from the non-prevailing party certain reasonable costs, damages and expenses, including certain reasonable attorneys' fees, expended or incurred in connection therewith in addition to any other relief provided by law. A party who, following an adversary adjudication has gained victory on the merits in the proceeding is a "prevailing party". A party may be a "prevailing party" if a settlement of the proceeding was effected on terms favorable to it or if the proceeding against it has been dismissed. In appropriate situations a party may also have prevailed if the outcome of the proceeding has substantially vindicated the party's position on the significant substantive matters at issue, even though the party has not totally avoided adverse final action.

(b) Segregation of Costs. When a proceeding has presented a number of discrete substantive issues, a party may have prevailed even though all the issues were not resolved in its favor. If such a party is deemed to have prevailed, any award shall be based on the fees and expenses incurred in connection with the discrete significant substantive issue or issues on which the party's position has been upheld. If such segregation of costs is not practicable, the award may be based on a fair proration of those fees and expenses incurred in the entire proceeding which would be recoverable if proration were not performed, whether separate or prorated treatment is appropriate, and the appropriate proration percentage, shall be determined on the facts of the particular case. Attention shall be given to the significance and nature of the respective issues and their separability and interrelationship.

10. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties regarding the subordination of the Lease, the leasehold interest created by the Lease, and all rights of Tenant under the Lease to the lien of the Security Instruments and other Loan Documents, and as to the rights and obligations of the Parties regarding the subject matter of this Agreement. This Agreement supersedes and cancels all oral negotiations and prior and other writings with respect to the subject matter hereof. If there is any conflict between the provisions of this Agreement and those of the Lease, the provisions of this Agreement shall prevail.

11. Amendments.

This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the Parties hereto or their respective successors in interest.

12. Waiver.

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13. Governing Law.

This Agreement shall be governed by and construed in accordance with the law of the State of Arkansas, without regard to the choice of law rules of that State.

14. Severability.

In the event any one or more of the provisions in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision was not contained herein.

15. Successors and Assigns.

This Agreement shall be binding upon the Parties hereto and their respective successors and assigns and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

16. Counterparts and Original Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, each Party hereto shall deliver original counterpart signatures to the other Parties no later than ten (10) days after the date of delivery by facsimile or email.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Tenant, Mortgagee and Landlord have signed this Agreement in the appropriate locations below to be effective as of the latest of the dates of their respective signatures below.

WITNESSES:

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

TENANT:

JONESBORO EATS, LLC, a Louisiana limited liability company

By: McJunkins Management Company, LLC
Its: Manager

By: _____
Name: Christopher G. McJunkins
Title: Manager

Date: _____

MORTGAGEE:

a _____

By: _____
Name: _____
Title: _____

Date: _____

LANDLORD:

GAMBLE LAND COMPANY, LLC,
an Arkansas limited liability company

By: _____
Chris Gamble
Title: Manager

[ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]

ACKNOWLEDGMENTS

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____, _____ of _____, a _____, on behalf of said _____. The individual whose name is subscribed to this instrument is personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

STATE OF LOUISIANA §

PARISH OF CADDO §

This instrument was executed and acknowledged before me on this _____ day of _____, 20____, by Christopher G. McJunkins, Manager of McJunkins Management Company, LLC, a Louisiana limited liability company, Manager of Jonesboro Eats, LLC, a Louisiana limited liability company, on behalf of Jonesboro Eats, LLC. The individual whose name is subscribed to this instrument is personally known to me.

NOTARY PUBLIC, STATE OF LOUISIANA

My Commission Expires:

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____, _____ of _____, a _____, on behalf of said _____. The individual whose name is subscribed to this instrument is personally known to me.

NOTARY PUBLIC, STATE OF _____

My Commission Expires:

LANDLORD'S ADDRESS:

TENANT'S ADDRESS:

Jonesboro Eats, LLC
c/o Christopher G. McJunkins
362 Parsons Green
Shreveport, Louisiana 71106

MORTGAGEE'S ADDRESS:

AFTER RECORDING, RETURN TO TENANT

EXHIBIT E

TENANT'S PRELIMINARY PLANS

[TO BE INSERTED HERE]

EXHIBIT F

LEASE COMMENCEMENT AND EXPIRATION AGREEMENT [FORM]

LEASE COMMENCEMENT AND EXPIRATION AGREEMENT

THIS LEASE COMMENCEMENT AND EXPIRATION AGREEMENT (this "Agreement") is made and entered into to be effective as of the [•]day of [•], 202[•], by and between GAMBLE LAND COMPANY, LLC, an Arkansas limited liability company ("Landlord"), and JONESBORO EATS, LLC, a Louisiana limited liability company ("Tenant").

W I T N E S S E T H :

WHEREAS, Landlord and Tenant have entered into that certain "Ground Lease Agreement" effectively dated November __, 2024 (the "Lease"), relating to certain premises (for use as a "Walk-On's" restaurant) located in the City of Jonesboro, County of Craighead and State of Arkansas (the "Premises").

NOW, THEREFORE, Landlord and Tenant agree and acknowledge that the information set forth below is true and accurate:

1. Incorporation of Recitals/Capitalized Terms. Capitalized words and phrases used herein which are not defined herein but which are defined in the Lease shall have the meanings ascribed thereto in the Lease. The "Effective Date" of this Agreement shall be the date set forth above, not the date of full and unconditional execution and delivery of this Agreement by both parties.

2. Lease Information:

Premises Area:	Approximately 1.5 acres of land
Possession Date:	_____, 20__;
Commencement Date:	_____, 20__;
Primary Term:	Fifteen (15) full Lease Years, beginning on the Commencement Date and ending on the last day of the fifteenth (15th) Lease Year;
Primary Term Expiration Date:	_____, 20__;
Renewal Term(s):	Four (4) successive periods of five (5) Lease Years each
Latest First Renewal Term Exercise Date:	_____, 20__;
Latest Second Renewal Term Exercise Date:	_____, 20__;
Latest Third Renewal Term Exercise Date:	_____, 20__;
Latest Fourth Renewal Term Exercise Date:	_____, 20__;

3. Counterparts. This Agreement may be executed in one or more facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

EXECUTED to be effective as of the Effective Date.

LANDLORD:

GAMBLE LAND COMPANY, LLC, an Arkansas
limited liability company

By: _____

Chris Gamble

Title: Manager

TENANT:

JONESBORO EATS, LLC, a Louisiana limited
liability company

By: **McJunkins Management Company, LLC**

Its: Manager

By: _____

Name: Christopher G. McJunkins

Title: Manager

EXHIBIT G

LEASE RIDER

This Lease Rider (this "**Rider**") is entered into this 10th day of November 2024, by and between GAMBLE LAND COMPANY, LLC, an Arkansas limited liability company ("**Landlord**") and JONESBORO EATS, LLC, a Louisiana limited liability company ("**Tenant**") for the benefit of WALK-ON'S ENTERPRISES FRANCHISING, LLC, a Louisiana limited liability company ("**Franchisor**").

WHEREAS, Tenant and Franchisor have executed a Franchise Agreement (the "**Franchise Agreement**"), pursuant to which Franchisor has granted Tenant the right to establish and operate a franchised Walk-On's Sports Bistreaux at the following location: 2809 E. Highland Drive, Jonesboro, Arkansas 72401 (the "**Premises**");

WHEREAS, Tenant and Landlord are entering into a lease agreement (the "**Lease**"), pursuant to which Tenant will lease the Premises from Landlord; and

WHEREAS, Franchisor has required Tenant to include certain terms in the Lease in order to protect Franchisor's rights, and Landlord has agreed to such terms.

NOW, THEREFORE, for good and valuable consideration, the receipt of which the parties hereby acknowledge, Landlord and Tenant agree as follows:

1. Landlord agrees to: (a) furnish to Franchisor a copy of any default notice served on Tenant and/or another lessee under the Lease simultaneously with the service of the notice to Tenant and/or such other lessee; (b) provide Franchisor with notice of any proposed renewals, extensions, modifications and amendments to the Lease; (c) give Franchisor the opportunity, but Franchisor shall not be required, to cure any default by Tenant or other lessee under the Lease within 15 days following the expiration of any applicable cure period if Tenant and/or such other lessee fail to cure such default; and (d) to furnish to Franchisor, at Franchisor's request, a copy of any sales or operating information for the Premises provided by Tenant. All notices to Franchisor shall be sent to the following address: Walk-On's Enterprises Franchising, LLC, 3960 Burbank Drive, Baton Rouge, LA 70808, Attn: Scott Taylor (scott@walk-on's.com), unless Landlord is notified otherwise in writing by Franchisor. No notice to Tenant shall be effective unless and until a copy thereof is served upon Franchisor.

2. Landlord agrees that if Franchisor exercises its right to cure a default by Tenant and/or another lessee under the Lease, then Franchisor may, at its option, succeed to Tenant's and/or such other lessee's interests under the Lease and shall be recognized by Landlord as the lessee or sublessee thereunder for the remaining term of the Lease.

3. Landlord agrees that the expiration of the Franchise Agreement (unless Tenant enters into a renewal Franchise Agreement with Franchisor) or a termination of the Franchise Agreement prior to expiration shall constitute a default under the Lease, giving Franchisor the right, but not the obligation, to cure such default by succeeding to Tenant's and/or any other lessee's interests as the new lessee or sublessee under the Lease.

4. Landlord agrees that upon the termination or expiration of the Lease, Franchisor shall have the first right of refusal to lease the Premises as the new lessee or sublessee.

5. Landlord agrees that Franchisor shall have the right to enter the Premises to make any modifications or alterations necessary in Franchisor's sole discretion to protect its franchise system, trademarks, trade names, trade dress and other intellectual property without being guilty of trespass or any other tort or crime.

6. Landlord agrees that upon the expiration or termination of the Franchise Agreement, Franchisor shall have the right to enter the Premises and remove any trade fixtures, interior or exterior signs or other items bearing its trademarks. Landlord agrees upon the expiration or termination of the Franchise Agreement to relinquish to Franchisor any and all liens or other ownership interests, whether by operation of law or otherwise, in and to any tangible property bearing Franchisor's trademarks, service marks or trade dress.

7. Landlord agrees that, if Franchisor succeeds to Tenant's and/or any other lessee's interests under the Lease for any reason, Franchisor shall have the right to further assign the lease or to sublease the Premises to either an entity owned or controlled by Franchisor, or to another Walk-On's Sports Bistreaux franchisee upon obtaining Landlord's written consent, which consent may not be unreasonably withheld, conditioned or delayed by Landlord. No assignment permitted under this Section is subject to any assignment or similar fee or will cause any rental acceleration.

8. Upon Franchisor's delivery to Landlord and Tenant of its election to exercise its rights under this Addendum, Franchisor shall be entitled to all of Tenant's rights and interests in the Lease, as if Franchisor were the tenant under the Lease, including, by way of example and not limitation, the right to exercise any and all renewal options thereunder, without the need for any further action or instrument.

9. Landlord and Tenant expressly agree that Franchisor is an intended third party beneficiary of the terms of this Addendum. Landlord and Tenant further agree that Franchisor has no liability or obligation under the Lease unless and until Franchisor exercises its right to assume the Lease under this Addendum.

10. In the event of any inconsistency between the terms of this Rider and the terms of the Lease, the terms of this Rider control. All of the terms of this Rider, whether so expressed or not, are binding upon, inure to the benefit of, and are enforceable by the parties and their respective personal and legal representatives, heirs, successors and permitted assigns. The provisions of this Rider may be amended, supplemented, waived or changed only by a written document signed by all the parties to this Rider that makes specific reference to this Addendum and which must be approved in writing by Franchisor. This Addendum may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

LANDLORD

GAMBLE LAND COMPANY, LLC, an
Arkansas limited liability company

By: _____
Chris Gamble
Title: Manager

TENANT

JONESBORO EATS, LLC, a Louisiana
limited liability company

By: **McJunkins Management Company, LLC**
Its: Manager

By: _____
Name: Christopher G. McJunkins
Its: Manager