



City of Jonesboro Private Club Review and Conditions Form

Date 10-7-2020

Non-Profit Corp. Sunrise Hospitality

Address _____

Applicant on Behalf of Club Paul Allen Bass

Home Address 4004 Mardis DR Jonesboro, AR 72404

Business Name Lazzari Italian Oven

Business Address 2230 S. Caraway Rd. Jonesboro, AR

City of Jonesboro official use below this:

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

Comments: _____

Approve? Yes No

Signature Chief of Police Rick Elliott

Planning and Zoning Department:

Type of Private Club: Restaurant Hotel/Motel
 Hours of Operation? _____
 Copy of menu for food service? Yes No
 Zoning C-3

Approve? Yes No

Signature Planning Director [Signature]

City Clerk:

Date received _____
 Date entered in Legistar _____

City Council Action

Approve _____ Deny _____

Zac Baker, J.D., CPA, MBA
zbaker@jonesborocpalawyer.com

BAKER FIRM, P.A.
Law and Accounting
110 W. Huntington Ave., Suite A
Jonesboro, AR 72401

p: (870) 203-0075
www.jonesborocpalawyer.com

October 6, 2020

VIA HAND DELIVERY

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

Re: Sunrise Hospitality- Private Club Permit Application

Dear Chief Elliott:

Please find enclosed the following documents regarding the above-referenced matter:

1. Application for Private Club Permit;
2. Schedule A – Individual’s Personal History;
3. An Authority to Release Information for Each Board Member (3);
4. The Arkansas Criminal History Report for the Applicant
5. A copy of the entity’s lease agreement; and
6. The organization’s member list, in alphabetical order.

All of these documents have been executed where required, notarized, and are the original forms where possible.

Also enclosed is a check made payable to the City of Jonesboro in the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00) for the application fee.

If you have any questions or concerns, or require any additional information or documentation, then please do not hesitate to contact me. Thank you.

Sincerely,



Zac Baker

Enclosures

CITY OF JONESBORO

APPLICATION FOR PRIVATE CLUB PERMIT

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

Sunrise Hospitality
Non-Profit Corporation FEIN # _____

APPLICANT ON BEHALF OF CLUB
PAUL Allen Bass
First Middle Last

HOME ADDRESS
4004 Mardis Wood Dr Jonesboro AR 72404 Craighead
Street City Zip County

BUSINESS NAME
Lazzari Italian oven

BUSINESS ADDRESS
2230 S. Caraway Rd Jonesboro AR 72401 Craighead
Street City Zip County

Does the club own the premises? NO If leased, give name and address of owner:
David Ferguson 2524 Rosewood circle Jonesboro AR 72401

Is your establishment primarily engaged in the business of serving food for consumption on the premises?
YES

If the answer to the above question is no, then what type of business will you be engaged in on the premises? Please list all activities to be offered.

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

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

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
PAUL BASS	President/Director	4004 Mardis Wood Dr Jonesboro AR 72404
Michael Davies	VP/Director	2102 Trinity oaks Dr Jonesboro AR 72401
LESA Bass	Sec. Treas. / Director	4004 Mardis Wood Dr Jonesboro AR 72404

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

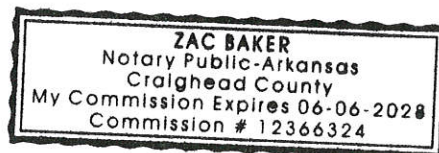
Signed this 21st day of September, 2020.

Paul Bass
Signature of Applicant/Managing Agent
President
Official Title

Subscribed and sworn to before me this 21st day of September, 2020.

Z
Notary Public

My Commission Expires: 6/6/28 :



SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name PAUL BASS Sex _____ Date of Birth _____
2. Home Address 4004 Mardis Wood DR Jonesboro AR 72404 Phone No. 870-316-1247
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>
Wife	Lesia Bass	4004 Mardis Wood DR Jonesboro AR 72401	Housewife
Daughter	Madison Bass	" " "	School
Son	Spencer Bass	" " "	School
STEP Daughter	Madison Eason	" " "	School

Liam Bass SON Liam Bass	Liam Bass	4004 Mardi's Wood DR Jonesboro AR 72404	School

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

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

13. Give your home address (city or town) and dates at each for the past five (5) years:
2204 Hampton Drive Jonesboro AR 72401 5-2015 / 6-2016
5412 Caribbean Pl Jonesboro AR 72401 6-2016 / 6-2019
4004 Mardi's Wood DR Jonesboro AR 72404 6-2019 / Present

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

Your Business or Occupation	Name & Address of Employer	Dates of Employment
MANAGER / OWNER	LAZZARZ Estelion owner Jonesboro AR 2230 S. Caraway Rd	5/2015 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.

Paul Bass
 Applicant's Signature

STATE OF ARKANSAS

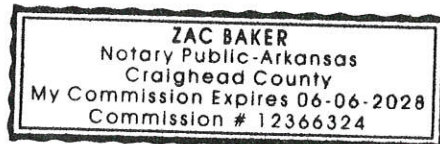
COUNTY OF Craighead

Paul Bass, 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 21st day of September, 2020.

ZB
 Notary Public

My Commission Expires: 6/6/28:



AUTHORITY TO RELEASE INFORMATION

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

TO WHOM IT MAY CONCERN:

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

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

MJD
Signature – Full Name

10/2/2020
Date

2102 Trinity Oaks Dr
Home Address

Jonesboro AR 72401
City State Zip

2102 Trinity Oaks Dr
Mailing Address

Jonesboro AR 72401
City State Zip

870-974-0059 870-931-4700
Contact Phone Business Phone

mjdavies@suddenlink.net
Email Address

Subscribed and sworn to before me this 2nd day of October, 2020.

Renee Little
Notary Public

My Commission Expires: 03-06-2030:



AUTHORITY TO RELEASE INFORMATION

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

TO WHOM IT MAY CONCERN:

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

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

Lesee Bass

Signature – Full Name

10-02-2020

Date

4004 Mardis Wood Dr.

Home Address

Jonesboro AR 72404

City

State

Zip

4004 Mardis Wood Dr.

Mailing Address

Jonesboro AR 72404

City

State

Zip

870-340-9654

Contact Phone

870-931-4700

Business Phone

Lesabass1@gmail.com

Email Address

Subscribed and sworn to before me this 2nd day of October, 2020.

Renee Tittle
Notary Public

My Commission Expires: 03-06-2030:



AUTHORITY TO RELEASE INFORMATION

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

TO WHOM IT MAY CONCERN:

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

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

Paul Bass - PAUL BASS
Signature - Full Name

9-21-2020
Date

4004 Mardis Wood DR
Home Address

Jonesboro AR 72404
City State Zip

4004 Mardis Wood DR
Mailing Address

Jonesboro AR 72404
City State Zip

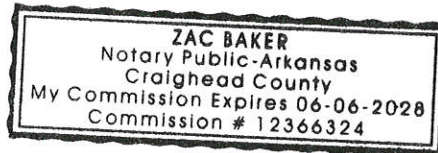
870-316-1247 870-931-4700
Contact Phone Business Phone

lazzarivon@gmail.com
Email Address

Subscribed and sworn to before me this 21st day of September, 2020.

[Signature]
Notary Public

My Commission Expires: 6/6/28:



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: Bass First: Paul Middle: Allen
Date of Birth: Sex: Race:
Social Security Number: (not verified, supplied at time of request)
Home/Mailing Address: 4004 Mardis Wood Dr Jonesboro, AR 72404



- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT

Requestor Information

Transaction Number: ABC003045001
Date: 08/18/2020 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: Beverly Elledge On Behalf of Alcoholic Beverage Control
Representing: Alcoholic Beverage Control
Mailing Address: 1515 W 7th St Little Rock, Ar 72201

This Arkansas criminal history record report should only be used for the purpose that it was requested. A request that is posed for a different purpose may result in more or less information being reported.
This report does not preclude the possible existence of additional records on this person which may not have been reported to the State Identification Bureau and Central Repository. Changes in a criminal history record can occur at any time due to new arrests and/or ongoing legal proceedings.
This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last three (3) years that has not been to court and whether the person is a registered sex offender or required to register as a sex offender. Juvenile arrest and/or court information will not be released on this report.

ADDENDUM TO LEASE AGREEMENT

ADDENDUM TO LEASE AGREEMENT (the "Addendum") made this _____ day of September, 2020, by and between David and Betsy Ferguson (collectively, the "Landlord"), DB Lazzari, LLC, an Arkansas limited liability company (the "Tenant"), and Sunrise Hospitality, an Arkansas not for profit corporation (the "Private Club").

WITNESSETH:

WHEREAS, Landlord and Tenant executed a Lease Amendment and Extension, effective May 1, 2019, of a Lease Agreement originally dated March 1, 2001 and subject to all interim amendments and addenda thereto (the "Lease"); and

WHEREAS, the parties hereto are desirous of executing this Addendum to allow the Private Club to operate on the premises subject to the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. ADDENDUM. The Lease shall remain in full force and effect, and shall be modified solely as follows:

The Private Club is hereby added as an additional lessee, subject to all of the terms and conditions of the Lease, as amended, and entitled to share in the occupation, use, and quiet enjoyment of the subject premises. Further, among other things, the Private Club may operate on the subject premises as a "private club" as the term or phrase is commonly used in Arkansas law. However, Private Club shall hold Landlord harmless from any violations or litigation arising from the sale or use of alcohol on the premises. In the event the Private Club is denied a private club permit, for any reason, then it may terminate all or any of its right and responsibility in or to the Lease, thereafter being free of its terms.

2. BINDING EFFECT. This Addendum shall be binding upon the parties hereto and upon their successors, heirs, personal representatives and assigns.

3. CONFLICT OF TERMS. In the event that there is a dispute or conflict between the terms of the Lease and this Addendum, then the terms of this Addendum shall prevail.

4. COUNTERPARTS. This Addendum may be executed in multiple counterparts, each of which will be an original, and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

LANDLORD:

TENANT:

DB LAZZARI, LLC:

David Ferguson
David Ferguson

By: Paul Bon
Duly Authorized Member

deceased
Betsy Ferguson

By: [Signature]
Duly Authorized Member

PRIVATE CLUB:

SUNRISE HOSPITALITY

By: Paul Bon
Duly Authorized Officer

LEASE AMENDMENT AND EXTENSION

This Lease Amendment is effective May 1, 2019, entered into at Jonesboro, County of Craighead, State of Arkansas, between David and Betsy Ferguson ("Landlord") and Lazzari Italian Oven ("Tenant") DB Lazzari, LLC., whose principal members are Paul A. Bass and Michael J. Davies, "Guarantor", for the building located at 2230 S. Caraway, Jonesboro, AR 72401.

WHEREAS, Landlord, Tenant and Guarantor are parties, directly or as successors in interest to the original parties, to a Lease Agreement dated March 1, 2001, (the "Lease") copies of which are attached hereto; and a Lease Amendment dated April 4, 2003 and further Lease Amendments dated January 23, 2004, and dated February 21, 2007, and dated March 1, 2010.

WHEREAS, the Lease by its terms expired on February 29, 2018; and

WHEREAS, Landlord, Tenant and Guarantor, DB Lazzari, LLC., desire to assume, reinstate, extend and modify the Lease as provided herein: NOW ~~THEREFORE~~, for and in consideration of the reinstatement, extension and modification of the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby agreed upon as follows:

1. The Lease shall be renewed and extended for an additional period of three (3) years commencing May 1, 2019 and ending April 30, 2022. The total rent for this three (3) year extended term shall be Two Hundred Fifty-Two Thousand Dollars (\$252,000.00) which shall be payable in monthly installments of Seven Thousand (\$7,000.00) in advance upon the first day of each month for the period May 1, 2019 through April 30, 2022, after which the Lease may be renewed and extended for an additional three (3) years with monthly installments of Seven Thousand (\$7,000.00).
2. The Landlord shall be responsible for all sewer lines located below the floor and connecting to public sewers.
3. The Landlord shall be responsible for all HVAC repair costs greater than Five Hundred Dollars (\$500.00).
4. Landlord agrees to accept the responsibility of insuring the premises (building insurance).

- DF 5. Except as specifically modified, amended or supplemented herein or in previously cited modifications that are not contradicted by modifications contained within this agreement, the Lease shall remain in full force and effect and the parties hereby adopt and re-affirm the provisions thereof.

LANDLORD:

David Ferguson: David Ferguson

Date: 4-18-19

Tenant:

DB Lazzari, LLC, DBA Lazzari Italian Oven

Michael J. Davies, President: [Signature]

Date: 4/18/19

Paul A. Bass, Vice President: Paul Bass

Date: 4-18-19

LEASE AGREEMENT

ITALIAN OVEN, INC.

March 1, 2001

LEASE AGREEMENT

THIS LEASE AGREEMENT, MADE AND ENTERED INTO THIS 1ST DAY OF MARCH, 2001
AT JONESBORO, ARKANSAS, COUNTY OF CRAIGHEAD, STATE OF ARKANSAS, BETWEEN
DON LATOURETTE, (HEREINAFTER REFERRED TO AS "LESSOR", WHOSE ADDRESS IS
P.O. BOX 1915, JONESBORO, ARKANSAS 72403, AND ITALIAN OVEN, INC. (HEREINAFTER
REFERRED TO AS "LESSEE", WHOSE ADDRESS IS 2230 S. CARAWAY, JONESBORO, AR
72401.

1. DEMISE OF PREMISES

THAT THE LESSOR, FOR AND IN CONSIDERATION OF THE RENTS HEREIN
RESERVED TO BE PAID BY THE LESSEE, DOES HEREBY LEASE, LET AND DEMISE UNTO
LESSEE, THAT CERTAIN PREMISES SITUATED IN THE CITY OF JONESBORO, COUNTY OF
CRAIGHEAD, STATE OF ARKANSAS, COMMONLY KNOWN AS 2230 SOUTH CARAWAY,
JONESBORO, ARKANSAS.

2. DURATION OF TERM

(A) PRIMARY TERM

THE PRIMARY TERM AND DURATION OF THIS LEASE SHALL BE FOR A PERIOD
OF TWO (2) YEARS, COMMENCING WITH THE COMMENCEMENT DATE HEREINAFTER
PROVIDED AND CONTINUING FROM SAID COMMENCEMENT DATE TO THE END OF THE
PRIMARY TERM.

(B) SECONDARY TERM (OPTION TO RENEW) NONE.

3. COMMENCEMENT DATE

THE COMMENCEMENT DATE SHALL BE MARCH 1, 2001.

4. AMOUNT OF RENT AND MANNER OR PAYMENT

(A) THE TOTAL RENT FOR THE TWO YEARS SHALL BE \$168,000.00, (ONE HUNDRED
SIXTY EIGHT THOUSAND AND NO/100) SAID SUM BEING EQUAL TO: \$7,000.00

(SEVEN THOUSAND AND NO/100) PER MONTH, PAYABLE MONTHLY IN ADVANCE, AT LESSOR'S ADDRESS SET FORTH ON THE FIRST DAY OF EACH AND EVERY CALENDAR MONTH DURING THE TERM OF THIS LEASE AND ANY EXTENSIONS THEREOF. THE LESSEE DOES HEREBY ATTACH A CHECK FOR THE FIRST MONTH'S RENT, AND THE LESSOR'S BY THEIR SIGNATURES HERETO, DO HEREBY ACKNOWLEDGE THE PAYMENT OF THE FIRST MONTH'S RENT.

(B) IN ADDITION TO THE PAYMENTS REQUIRED HEREIN AS RENT TO THE LESSOR THE LESSEE SHALL ALSO PAY THE FOLLOWING:

(1) ALL OCCUPATION LICENSES, STATE HOTEL RESTAURANT LICENSES, LIQUOR LICENSES, BEER AND WINE LICENSES, AND OTHER LICENSES NECESSARY IN THE OPERATION OF THE BUSINESS TO BE CARRIED ON IN THE DEMISED PREMISES.

(2) ALL UTILITY SERVICES PROVIDED TO THE PREMISES, INCLUDING BUT NOT LIMITED TO WATER, GAS, ELECTRIC, AND TELEPHONE, AS THEY FROM TIME TO TIME SHALL ACCRUE AND BE DUE AND PAYABLE.

(3) ALL SALES AND USE TAXES DUE AS A RESULT OF BUSINESS CONDUCTED ON THE PREMISES, AND PERSONAL PROPERTY TAXES ASSESSED AGAINST THE PERSONALITY SITUATED THEREON AND ALL AD VALOREM REAL ESTATE TAXES ASSESSED AND COLLECTED AGAINST THE SUBJECT PROPERTY AND ANY SPECIAL ASSESSMENT TAXES. PAYMENT OF TAXES FOR THE LEASE TERM SHALL BE PRORATED AS OF THE COMMENCEMENT DATE AND EXPIRATION DATE.

5. COVENANTS OF THE LESSEE

THE LESSEE COVENANTS AND AGREES WITH LESSOR AS FOLLOWS:

(A) THAT IT WILL PAY RENT AS HEREIN SPECIFIED WITHOUT NOTICE

(B) LESSEE SHALL, THROUGHOUT THE DEMISED TERM, TAKE GOOD CARE OF THE BUILDINGS AND OTHER IMPROVEMENTS LOCATED UPON THE DEMISED PREMISES AND KEEP THEM FREE FROM WASTE OR NUISANCE OF ANY KIND. LESSEE SHALL, AT ITS SOLE EXPENSE AND COST, KEEP IN GOOD CONDITION THE INTERIOR AND EXTERIOR OF THE BUILDING GENERALLY, PAINTING, GUTTERS, GLASS, DOORS, PLUMBING WORK, PIPES AND FIXTURES AND HEAT AND AIR SYSTEMS. LESSEE FURTHER AGREES THAT IT WILL, AT ITS SOLE COST AND EXPENSE, CARE FOR THE GROUNDS AROUND THE BUILDINGS, INCLUDING THE MOWING OF THE GRASS, CARE OF SHRUBS AND GENERAL LANDSCAPING, DURING THE TERM OF SAID LEASE, AND THE LESSOR SHALL NOT BE CALLED UPON TO MAKE ANY IMPROVEMENTS OR REPAIRS TO SAID BUILDING DURING SAID TERM, EXCEPT AS EXPRESSLY PROVIDED HEREIN. THE DEMISED PREMISES SHALL NOT BE MAINTAINED AS, NOR SHALL LESSEE PERMIT THE PREMISES TO BECOME, A PUBLIC OR PRIVATE NUISANCE AND THE LESSEE SHALL NOT MAINTAIN NUISANCE UPON THE DEMISED PREMISES. AT THE END OR OTHER TERMINATION OF THIS LEASE, LESSEE SHALL DELIVER UP TO THE LEASED PREMISES WITH ALL BUILDINGS AND IMPROVEMENTS LOCATED THEREON IN GOOD REPAIR AND CONDITION. LOSS BY FIRE OR OTHER CASUALTY OR ACT OF GOD AND ORDINARY WEAR AND TEAR BEING EXCEPTED.

(C) THAT LESSEE WILL KEEP SAID PREMISES FREE AND CLEAR OF ANY AND ALL MECHANICS' AND/OR MATERIALMEN'S LIENS ON ACCOUNT OF ANY CONSTRUCTION, REPAIR, ALTERATION OR IMPROVEMENTS WHICH LESSEE MAY BE OBLIGATED TO MAKE OR PERFORM UNDER THIS LEASE.

(D) THAT IT WILL DURING THE FULL TERM OF THIS LEASE, AND AND

EXTENSIONS THEREOF, AND AT ITS OWN EXPENSE, CARRY

(1) COMPREHENSIVE GENERAL LIABILITY INSURANCE IN LIMITS REFERRED TO AS \$500,000.00 EACH PERSON, \$500,000.00 EACH ACCIDENT, AND \$500,000.00 PROPERTY DAMAGE. THE POLICIES SHALL COVER ACCIDENT OR DAMAGE IN OR ON THE DEMISED PREMISES, SIDEWALK IN FRONT THEREOF, PARKING AREA, ENTRANCEWAYS AND ALL OTHER PORTIONS OF THE BUILDING THEREON AND SHALL HAVE LESSOR AND EACH OF THE GENERAL PARTNERS OF LESSOR SHALL BE NAMED AS ADDITIONAL INSURED IN SUCH POLICY.

(2) PROPERTY AND CASUALTY INSURANCE IN THE SUM OF \$500,000.00 REPLACEMENT COST FOR THE TWO (2) YEARS OF THE LEASE. LESSOR SHALL BE THE NAMED INSURED AND LOSS PAYEE.

~~(3) LOSS OF RENTS IN THE SUM OF \$7000.00 PER MONTH FOR SIX (6) MONTHS WITH LESSOR AS LOSS PAYEE.~~

(4) LESSEE SHALL PAY ALL REAL ESTATE AND AD VALOREM TAXES AND SPECIAL ASSESSMENTS UPON PRESENTATION OF TAX STATEMENTS AND ALL INSURANCE PREMIUMS. ANY FAILURE TO PAY SUCH TAXES AND INSURANCE TIMELY, THEN ALL PENALTIES AND LATE CHARGES ASSESSED WILL BECOME PART OF ABOVE MENTIONED REAL ESTATE AND AD VALOREM TAXES.

(E) THAT, AT THE EXPIRATION OF SAID TERM OR ANY EXTENSION OR RENEWAL THEREOF, IT WILL QUIT AND SURRENDER THE DEMISED PREMISES IN A GOOD AND SUBSTANTIAL STATE OF REPAIR, REASONABLE WEAR AND TEAR AND DAMAGE BY FIRE OR THE ELEMENTS, OR FROM OTHER CAUSES BEYOND ITS CONTROL EXCEPTED.

(F) THAT IT WILL COMPLY WITH ALL LAWFUL REQUIREMENTS OF THE BOARD OF HEALTH, POLICE DEPARTMENT, MUNICIPAL, STATE AND FEDERAL AUTHORITIES RESPECTING THE MANNER IN WHICH IT USES THE LEASED PREMISES.

(G) THAT THE LEASED PREMISES SHALL BE USED FOR A RESTAURANT AND DIRECTLY RELATED BUSINESS PURPOSES ONLY, LESSEE AGREES TO CONDUCT THEREIN THE NORMAL RESTAURANT BUSINESS CARRIED ON IN SUCH REGARD.

(H) LESSEE AGREES TO FURNISH TO LESSOR CURRENT FINANCIAL STATEMENTS WITHIN TEN (10) DAYS OF THE SIGNING OF THIS LEASE.

6. COVENANTS OF THE LESSOR

THE LESSOR HEREBY WARRANTS, REPRESENTS AND COVENANTS TO THE LESSEE AS FOLLOWS:

(A) STRUCTURE. LESSOR SHALL, AT LESSOR'S SOLE COST AND EXPENSE, KEEP THE ROOF, AND EXTERIOR WALL STRUCTURALLY IN GOOD REPAIR AND CONDITION. LESSOR SHALL MAINTAIN THE STRUCTURAL INTREGRITY OF THE EXTERIOR WALLS BUT SHALL BE RESPONSIBLE FOR THE REPAIR AND MAINTENANCE OF THE EXTERIOR WALLS ONLY AS NECESSITATED BY THE STRUCTURAL MAINTENANCE OF THE EXTERIOR WALL. LESSEE SHALL REPAIR ANY DAMAGE CAUSED BY LESSEE'S NEGLIGENCE OR DEFAULT THEREUNDER. IF LESSEE IS DEPRIVED OF THE USE OF A SUBSTANTIAL PORTION OF THE DEMISED PREMISES DURING THE MAKING OF ANY REPAIRS, IMPROVEMENTS OR ALTERATIONS BY LESSOR, THE RENT SHALL BE ABATED OR PROPORTIONATELY REDUCED ACCORDING TO THE EXTENT TO WHICH LESSEE IS DEPRIVED OF SUCH USE OF SPACE. SUCH CALCULATION BASED UPON TOTAL SQ. FOOTAGE OF ~~THE~~ COMPARED WITH USABLE SQ. FOOTAGE EXISTING DURING THE REPAIR PERIOD.

(B) QUIET ENJOYMENT. THAT UPON LESSEE PAYING THE RENT AND OBSERVING AND PERFORMING ALL OF THE TERMS, COVENANTS, AND CONDITIONS ON LESSEE'S PART TO BE OBSERVED AND PERFORMED, THAT LESSEE MAY PEACEABLY AND QUIETLY HAVE,

HOLD, OCCUPY AND ENJOY THE DEMISED PREMISES AND ALL THE APPURTENANCES
THERETO WITHOUT HINDRANCES OR MOLESTATION; PROVIDED, HOWEVER, THAT
LESSOR AND LESSOR'S AGENTS MAY EXAMINE THE LEASED PREMISES AT ANY
REASONABLE TIME.

(C) NON DISTURBANCE. IN THE EVENT THAT THE DEMISED PREMISES IS OR MAY
BECOME SUBJECT TO ANY LIEN OF ANY MORTGAGE OR DEED OF TRUST CONSTITUTING
A FIRST LIEN ON THE PREMISES IN FAVOR OF ANY LENDER, LESSOR SHALL SECURE
FROM SUCH LENDER A WRITTEN AGREEMENT THAT, IF BY FORECLOSURE OR
OTHERWISE, SUCH LENDER OR ANY SUCCESSOR IN THE INTEREST SHALL COME INTO
POSSESSION OR BECOME THE OWNER OF THE PREMISES, IT WILL NOT DISTURB THE
POSSESSION, USE OF ENJOYMENT OF THE PREMISES BY THE LESSEE, NOR DISAFFIRM
THIS LEASE OR LESSEE'S RIGHTS THEREUNDER, SO LONG AS ALL OBLIGATIONS OF LESSEE
ARE FULLY PERFORMED IN ACCORDANCE WITH THE PROVISIONS OF THIS LEASE.

(D) LESSEE'S SIGNS. THAT LESSEE SHALL HAVE THE RIGHT TO INSTALL AND
MAINTAIN ITS STANDARD SIGNS ADVERTISING LESSEE'S BUSINESS, AS REVISED FROM
TIME TO TIME.

(E) ACCESS. THAT LESSEE HAS ACCESS TO ALL STREET FRONTS AND ADJOINING
RIGHTS-OF-WAY.

(F) PAYMENTS. THAT, IN THE EVENT THE LESSOR SHALL FAIL TO MAKE THE
PAYMENTS ON ANY LEASE, MORTGAGE, OR TAXES OR OTHER PAYMENTS ON THE
DEMISED PREMISES WHICH LESSOR IS REQUIRED TO PAY, THE LESSEE MAY, BUT SHALL
NOT BE REQUIRED TO, MAKE SUCH LEASE, MORTGAGE OR TAX PAYMENTS OR SUCH
OTHER PAYMENTS OR TO DO SUCH ACTS AND THINGS AS MAY BE NECESSARY TO KEEP

THE LEASE, MORTGAGE OR TAXES ON THE PREMISES FROM BEING IN DEFAULT, AND MAY DEDUCT THE EXPENSE AND COST THEREOF FROM THE NEXT ENSUING RENTALS DUE UNDER THIS LEASE, TOGETHER WITH INTEREST THEREON AT 10% PER ANNUM.

(G) LIENS. THAT LESSEE SHALL BE PERMITTED TO INSTALL PERSONAL PROPERTY SUCH AS RESTAURANT EQUIPMENT AND STANDARD SIGNS ADVERTISING THE BUSINESS AND TRADE FIXTURES AND PLACE LIENS THEREON AND LESSOR AGREES TO EXECUTE SUCH WAIVERS OF LIEN FOR PURCHASE MONEY LIENS OR SUCH OTHER SECURITY INTERESTS GRANTED BY LESSEE IN SAID PERSONAL PROPERTY AND TRADE FIXTURES AS MAY BE REQUESTED BY LESSEE FROM TIME TO TIME. SUCH LIENS SHALL BE ONLY AGAINST PERSONAL PROPERTY AND NOT AGAINST THE REALTY OR LEASED PREMISES. LESSEE MAY, AT THE END OF THE BASIC TERM OF THIS LEASE, OR ANY EXTENSION THEREOF, IF IT BE NOT IN DEFAULT THEREUNDER, REMOVE FROM THE LEASED PREMISES PERSONAL PROPERTY, SUCH AS SIGNS AND TRADE FIXTURES PROVIDING IT SHALL MAKE SUCH REPAIRS AND SHALL LEAVE THE INTERIOR AND EXTERIOR OF ALL OF THE LEASED PREMISES IN GOOD CONDITION AND MATERIALLY UNALTERED.

(H) ZONING AND LICENSING. THE LESSOR REPRESENTS THAT THERE ARE PRESENTLY, AND THAT THERE WILL BE AT THE DATE UPON WHICH THE DEMISED PREMISES ARE OPENED FOR THE CONDUCT OF LESSEE'S BUSINESS, NO COVENANTS OR RESTRICTIONS WHICH WOULD PROHIBIT OR LIMIT THE LESSEE FROM OPERATION ON THE DEMISED PREMISES A RESTAURANT BUSINESS. THE LESSOR AGREES UPON REQUEST BY LESSEE TO SIGN PROMPTLY AND WITHOUT CHARGE THEREFORE TO LESSEE, ANY APPLICATION FOR LICENSES AND PERMITS AS MAY BE REQUIRED BY THE LESSEE FOR

THE PROPER USE OF THE DEMISED PREMISES TO INCLUDE, WITHOUT LIMITATION, APPLICATIONS FOR LICENSES WHERE THE SIGNATURE OF THE LESSOR OR OWNER IS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OR MUNICIPALITY IN WHICH THE DEMISED PREMISES IS LOCATED THAT ARE IN EFFECT AND IN FORCE AT THE TIME, THE COST OF ANY SUCH LICENSES AND PERMITS TO BE BORNE BY THE LESSEE. IN THE EVENT LESSEE CANNOT OBTAIN AN OCCUPANCY PERMIT THEN THIS LEASE SHALL BE NULL AND VOID AND BOTH PARTIES SHALL BE RELIEVED FROM ANY OBLIGATIONS AND/OR LIABILITIES THEREUNDER, AND ALL DEPOSITS AND PAYMENTS THEREUNDER SHALL BE REFUNDED FORTHWITH TO LESSEE.

7. ASSIGNMENTS, SUBLETTING AND ACCESS

THE LESSEE MAY NOT ASSIGN THIS LEASE OR LET OR UNDERLET IN WHOLE OR IN PART OF SAID PREMISES WITHOUT THE WRITTEN CONSENT OF THE LESSOR WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD.

LESSOR, ITS AGENTS, EMPLOYEES OR SERVANTS OR ANY PERSON AUTHORIZED BY LESSOR MAY ENTER THE PREMISES FOR THE PURPOSE OF (A) INSPECTING THE CONDITION OF SAME, (B) MAKING SUCH REPAIRS, ADDITIONS OR IMPROVEMENTS THERETO OR TO THE BUILDING OF WHICH THEY ARE A PART AS LESSOR MAY ELECT, (C) EXHIBITING THE SAME TO PROSPECTIVE PURCHASERS OR LESSEES AND (D) PLACING NOTICES DURING THE LAST SIXTY DAYS OF THE TERM HEREOF IN AND UPON SAID PREMISES AT SUCH PLACES AS MAY BE DETERMINED BY LESSOR.

8. CONDEMNATION

THE PARTIES HERETO AGREE THAT, SHOULD THE LEASED PREMISES OR ANY PORTION THEREOF BE TAKEN OR CONDEMNED BY COMPETENT AUTHORITY FOR PUBLIC

OR QUASIPUBLIC USE, THEN THIS LEASE SHALL, AT THE LESSEE'S OPTION TERMINATE THIRTY (30) DAYS FROM THE DATE WHEN POSSESSION OF THE PART SO TAKEN SHALL BE REQUIRED FOR THE USE AND PURPOSE FOR WHICH IT HAS BEEN TAKEN. IF THE LESSEE CONTINUES THE LEASE, THE RENT SHALL ABATE PROPORTIONATELY AS TO THE PART TAKEN IS TO THE TOTAL SQUARE FOOTAGE.

9. MUTUAL COVENANT.

THE FOLLOWING AGREEMENTS AND STIPULATIONS ARE EXPRESSLY UNDERSTOOD BY BOTH PARTIES HERETO AND THEY DO HEREBY AGREE TO ABIDE BY THEM:

(A) IN CASE THE DEMISED PREMISES AND/OR THE BUILDING WHEREIN THE DEMISED PREMISES ARE LOCATED SHALL, AT ANY TIME, DURING THE TERM HEREBY GRANTED BE DAMAGED BY FIRE, FLOOD, TORNADO OR BY THE ELEMENTS OR OTHERWISE, BUT NOT RENDERED UNTENANTABLE, THE LESSEE SHALL, IF SUCH DAMAGE SHALL OCCUR TO THE DEMISED PREMISES, GIVE PROMPT NOTICE THEREOF TO THE LESSOR, WHO SHALL, AT HIS OWN EXPENSE, AS SPEEDILY AS CIRCUMSTANCES PERMIT REPAIR SAID DAMAGE AND RESTORE THE DEMISED PREMISES AND SUCH BUILDING OR BUILDINGS TO THEIR ORIGINAL CONDITION PROVIDED, HOWEVER, THAT IN THE EVENT THE LESSOR SHALL FAIL TO COMMENCE SUCH REPAIRS WITHIN NINETY (90) DAYS AFTER HAVING RECEIVED SAID NOTICE FROM LESSEE, THE LESSEE MAY, AT ITS OPTION, EITHER MAKE THE REPAIRS AT LESSOR'S SOLE COST AND EXPENSE OR TERMINATE THE LEASE ON TEN (10) DAYS' WRITTEN NOTICE OF ITS INTENTION TO DO SO. LESSEE SHALL BE ENTITLED TO AN ABATEMENT OF RENT FOR THE PERIOD DURING WHICH THE DEMISED PREMISES ARE RENDERED UNTENANTABLE OR INCAPABLE OF USE FOR THE PURPOSE

WHICH THE SAME ARE, AT THE TIME OF SUCH DAMAGE, BEING USED. IN THE EVENT THAT A PART ONLY OF THE DEMISED PREMISES IS RENDERED UNFIT FOR OR INCAPABLE OF SUCH USE, THE RENT SHALL BE REDUCED IN PROPORTION TO THE FLOOR AREA OF THE SAID PART OF THE DEMISED PREMISES. IF THE PREMISES SHALL BE RENDERED WHOLLY UNFIT FOR OR INCAPABLE OF SUCH OCCURRENCE THE LESSOR SHALL IMMEDIATELY AT ITS OWN EXPENSE CAUSE SUCH DAMAGE TO BE REPAIRED, AND THE RENT MEANWHILE SHALL ABATE UNTIL THE LEASED PREMISES HAVE BEEN RESTORED AND RENDERED FIT FOR USE. *SEE NOTE 1 BELOW*

(B) EACH PARTY HERETO WAIVE EACH AND EVERY CLAIM WHICH ARISES OR MAY ARISE IN ITS FAVOR AND AGAINST THE OTHER PARTY HERETO DURING THE TERM OF THIS LEASE OR ANY RENEWAL OR EXTENSION THEREOF FOR ANY AND ALL LOSS OF, OR DAMAGE TO, ANY OF ITS PROPERTY LOCATED WITHIN OR UPON, OR CONSTITUTING A PART OF, THE PREMISES LEASED TO LESSEE THEREUNDER, WHICH LOSS OR DAMAGE IS COVERED BY VALID AND COLLECTABLE FIRE AND EXTENDED COVERAGE INSURANCE POLICIES. SAID MUTUAL WAIVERS SHALL BE IN ADDITION TO, AND NOT IN LIMITATION OR DEROGATION OF, ANY OTHER WAIVER OR RELEASE CONTAINED IN THIS LEASE WITH RESPECT TO ANY LOSS OF OR DAMAGE TO, PROPERTY OF THE PARTIES HERETO.

INASMUCH AS THE ABOVE MUTUAL WAIVERS WILL PRECLUDE THE ASSIGNMENT OF THE AFORESAID CLAIM BY WAY OF SUBROGATION (OR OTHERWISE) TO AN INSURANCE COMPANY (OR ANY OTHER PERSON) EACH PARTY HERETO HEREBY AGREES IMMEDIATELY TO GIVE TO EACH INSURANCE COMPANY WHICH HAS ISSUED TO IT POLICIES OF FIRE AND EXTENDED INSURANCE COVERAGE, WRITTEN NOTICE OF THE TERMS OF SAID MUTUAL WAIVERS, AND TO HAVE SAID INSURANCE POLICIES PROPERLY

LESSOR SHALL RECEIVE RENT IN THE AMOUNT OF \$7000. (MO. IN THE EVENT OF LOSS OF RENT BY LESSEE DUE TO A COVERED LOSS FOR PERIOD OF 6 MO. FROM LOSS DATE.

MS [Signature]

ENDORSED, IF NECESSARY, TO PREVENT THE INVALIDATION OF SAID INSURANCE COVERAGE BY REASON OR SAID WAIVERS.

(C) NEITHER PARTY SHALL HAVE THE RIGHT TO CANCEL THE LEASE FOR DEFAULT OF THE OTHER UNLESS SUCH DEFAULT SHALL REMAIN UNCURED FOR A PERIOD OF FIVE (5) DAYS AFTER THE NOTICE, IN WRITING, TO SUCH OTHER PARTY SPECIFYING THE NATURE OF THE DEFAULT.

(D) THE COVENANTS AND AGREEMENTS CONTAINED IN THIS LEASE ARE INDEPENDENT AND OR BINDING ON THE PARTIES HERETO, THEIR SUCCESSORS AND ASSIGNS.

(E) IT IS FURTHER AGREED THAT IN THE EVENT IT SHALL BECOME NECESSARY TO LEGALLY ENFORCE THE PROVISIONS OF THIS LEASE BY LEGAL ACTION OR EMPLOY AN ATTORNEY FOR COLLECTION OF ANY MONEY DUE HEREUNDER, THEN THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEE, COURT COST AND OTHER COST OF SUCH PROCEEDING.

(F) LESSOR AND LESSEE HEREIN AGREE TO MAKE AND EXECUTE A DECLARATION OF LEASE IN RECORDABLE FORM SO AS TO GIVE PUBLIC NOTICE OF THE EXECUTION OF THE WRITTEN LEASE AND A STATEMENT THEREIN AS TO THE DATE OF COMMENCEMENT OF THE WRITTEN LEASE.

10. DEFAULT BY LESSEE.

(A) THE FOLLOWING EVENTS SHALL BE CONSIDERED EVENTS OF DEFAULT BY LESSEE HEREUNDER:

(1) LESSEE SHALL FAIL TO COMPLY WITH ANY TERM, PROVISION OR COVENANT OF THIS LEASE, INCLUDING THE PAYMENT OF RENT, AND SHALL NOT CURE SUCH

FAILURE WITHIN FIVE (5) DAYS AFTER WRITTEN NOTICE THEREOF TO LESSEE.

(2) LESSEE SHALL BECOME INSOLVENT, OR SHALL MAKE A TRANSFER IN FRAUD OF CREDITORS OR SHALL MAKE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS OR SHALL BE ADJUDGED A BANKRUPT OR INSOLVENT IN PROCEEDINGS FILED AGAINST LESSEE OR SHALL VOLUNTARY PETITION IN BANKRUPTCY.

(3) A RECEIVER OR TRUSTEE SHALL BE APPOINTED FOR ALL OR SUBSTANTIALLY ALL OF LESSEE'S ASSETS.

(4) LESSEE SHALL DESERT OR VACATE THE LEASED PREMISES.

(B) UPON THE OCCURRENCE OF ANY SUCH EVENTS OF DEFAULT, LESSOR SHALL HAVE THE OPTION TO PURSUE, AFTER GIVING THE REQUIRED NOTICE, ANY ONE OF MORE OF THE FOLLOWING REMEDIES:

(1) TERMINATE THIS LEASE, IN WHICH EVENT LESSEE SHALL IMMEDIATELY SURRENDER THE PREMISES TO LESSOR, AND IF LESSEE FAILS TO DO SO, LESSOR MAY, WITHOUT PREJUDICE TO ANY OTHER REMEDY WHICH IT MAY HAVE FOR POSSESSION OR ARREARAGES IN RENT OR RENT FOR THE REMAINDER OF THE LEASE TERM, ENTER UPON AND TAKE POSSESSION OF THE LEASED PREMISES AND EXPEL OR REMOVE LESSEE AND ANY OTHER PERSON WHO MAY BE OCCUPYING SAID PREMISES OR ANY PART THEREOF, BY FORCE IF NECESSARY, WITHOUT BEING LIABLE FOR PROSECUTION OR ANY CLAIM OF DAMAGES THEREFORE; AND LESSEE AGREES TO PAY TO LESSOR ON DEMAND THE AMOUNT OF ALL LOSS AND DAMAGE WHICH LESSOR MAY SUFFER BY REASON OF SUCH TERMINATION, WHETHER THROUGH INABILITY TO RELET THE LEASED PREMISES ON SATISFACTORY TERMS OR OTHERWISE.

(2) ENTER UPON AND TAKE POSSESSION OF THE LEASED PREMISES AND EXPEL

OR REMOVE LESSEE AND ANY OTHER PERSON WHO MAY BE OCCUPYING SAID PREMISES OR ANY PART THEREOF, BY FORCE IF NECESSARY, WITHOUT BEING LIABLE FOR PROSECUTION OR ANY CLAIM FOR DAMAGES THEREFORE, AND RELET THE PREMISES AND RECEIVE THE RENT THEREFORE; AND LESSEE AGREES TO PAY TO LESSOR ON DEMAND ANY DEFICIENCY THAT MAY ARISE BY REASON OF SUCH RELETTING.

(3) ENTER UPON THE LEASED PREMISES BY FORCE IF NECESSARY WITHOUT BEING LIABLE FOR PROSECUTION OR ANY CLAIM FOR DAMAGES THEREFORE, AND DO WHATEVER LESSEE IS OBLIGATED TO DO UNDER THE TERMS OF THIS LEASE, AND LESSEE AGREES TO REIMBURSE LESSOR ON DEMAND FOR ANY EXPENSES WHICH LESSOR MAY INCUR IN THIS EFFECTING COMPLIANCE WITH LESSEE'S OBLIGATIONS UNDER THIS LEASE, AND LESSEE FURTHER AGREES THAT LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING TO THE LESSEE FROM SUCH ACTION WHETHER CAUSED BY THE NEGLIGENCE OF LESSOR OR OTHERWISE.

(C) PURSUIT OF ANY OF THE FOREGOING REMEDIES SHALL NOT PRECLUDE PURSUIT OF ANY OF THE OTHER REMEDIES PROVIDED FOR HEREIN OR ANY OTHER REMEDIES PROVIDED BY LAW ALL OF WHICH MAY BE ENFORCED CUMULATIVELY, NOR SHALL PURSUIT OF ANY REMEDY PROVIDED FOR HEREIN CONSTITUTE A FORFEITURE OR WAIVER OF ANY RENT DUE TO LESSOR HEREUNDER OR OF ANY DAMAGES ACCRUING TO LESSOR BY REASON OF THE VIOLATION OF ANY OF THE TERMS, PROVISIONS AND COVENANTS HEREIN CONTAINED. FAILURE BY LESSOR TO ENFORCE ONE OR MORE OF THE REMEDIES HEREIN PROVIDED UPON AN EVENT OF DEFAULT SHALL NOT BE DEEMED OR CONSTRUCTED TO CONSTITUTE A WAIVER OF SUCH DEFAULT, OR ANY OTHER VIOLATION OF BREACH OF ANY OF THE TERMS, PROVISIONS AND COVENANTS HEREIN

CONTAINED.

11. MISCELLANEOUS PROVISIONS

(A) NOTICES, DEMANDS AND OTHER INSTRUMENTS. ALL NOTICES, DEMANDS, REQUESTS, CONSENTS, APPROVALS AND OTHER INSTRUMENTS REQUIRED OR PERMITTED TO BE GIVEN PURSUANT TO THE TERMS HEREOF SHALL BE IN WRITING AND SHALL BE DEEMED TO HAVE BEEN PROPERLY GIVEN IF SENT BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, OR TELEGRAM, CHARGES PREPAID, ADDRESSED TO THE PARTIES HEREIN AT THE ADDRESSES SHOWN ON THE FIRST PAGE HEREOF.

(B) BINDING EFFECT. THE HEADINGS OF THE VARIOUS PARAGRAPHS OF THIS LEASE HAVE BEEN INSERTED FOR CONVENIENT REFERENCE ONLY AND SHALL NOT IN ANY MANNER BE CONSTRUED AS MODIFYING, AMENDING, OR AFFECTING IN ANY WAY THE EXPRESS TERMS AND PROVISIONS HEREOF. THE TERM "PERSON", WHEN USED IN THE LEASE, SHALL MEAN ANY INDIVIDUAL, CORPORATION, PARTNERSHIP, FIRM TRUST, JOINT VENTURE, BUSINESS ASSOCIATION SYNDICATE, COMBINATION ORGANIZATION OR ANY OTHER PERSON OR ENTITY.

12. CONSTRUCTION OF LEASE

WORDS OF ANY GENDER USED IN THIS LEASE SHALL BE HELD TO INCLUDE ANY OTHER GENDER AND WORDS IN THE SINGULAR NUMBER SHALL BE HELD TO INCLUDE THE PLURAL, WHEN THE TENSE REQUIRES. WHENEVER USED HEREIN, THE WORDS "LESSOR", AND "LESSEE" SHALL BE DEEMED TO INCLUDE THE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, SUB-LESSEES AND ASSIGNS OF PARTIES, UNLESS THE CONTEXT EXCLUDES SUCH CONSTRUCTION.

13. EXECUTION

IN THE EVENT THAT THIS LEASE AGREEMENT IS NOT SIGNED BY LESSEE AND RETURNED TO LESSOR WITH TEN (10) DAYS AFTER THE DATE OF THE AGREEMENT IS SIGNED BY LESSOR, AS INDICATED BELOW, THEN THIS LEASE AGREEMENT SHALL BECOME NULL AND VOID AND SHALL BE OF NO FURTHER FORCE OR EFFECT.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS.

LESSOR/DON LATOURETTE

2-28-01

DATE SIGNED


DON LATOURETTE


ATTEST/WITNESS

LESSEE/ITELIAN OVEN INC

2/28/01


DATE SIGNED


JACK FLYNN, PRESIDENT

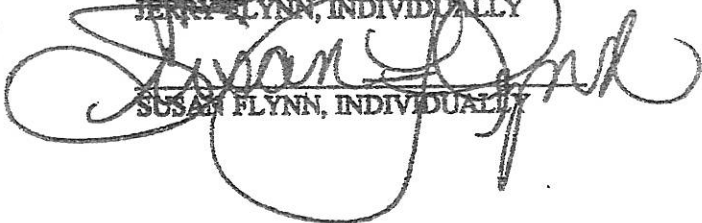

ATTEST/WITNESS

JERRY FLYNN, VICE-PRESIDENT

THIS LEASE SHALL BE GUARANTEED BY ALL INDIVIDUALS WHOSE NAMES SHALL APPEAR ON THIS DOCUMENT.


JACK FLYNN, INDIVIDUALLY


JERRY FLYNN, INDIVIDUALLY


SUSAN FLYNN, INDIVIDUALLY

THIS LEASE AMENDMENT IS ENTERED INTO THIS 4TH DAY OF APRIL 2003 AT JONESBORO, AR. COUNTY OF CRAIGHEAD, STATE OF ARK, BETWEEN DON LATOURETTE AND ITALIAN OVEN, INC. FOR THE BUILDING LOCATED AT 2230 S. CARAWAY, JONESBORO, AR 72401.

THIS AMENDMENT IS MADE TO A LEASE DATED MARCH 1, 2001 BETWEEN THE TWO PARTIES FOR THE ABOVE LOCATION.

ALL TERMS AND CONDITIONS OF THE ORIGINAL LEASE SHALL REMAIN IN EFFECT WITH THE FOLLOWING EXCEPTIONS:

1. THE AMENDED TERM OF THE LEASE SHALL BE FOR AN ADDITIONAL PERIOD OF TWO (2) YEARS, COMMENCING WITH THE COMMENCEMENT DATE OF MARCH 1, 2003. THE TOTAL RENT FOR THE TWO YEARS SHALL BE \$168,000.00, (ONE HUNDRED SIXTY EIGHT THOUSAND AND NO/100) SAID SUM BEING EQUAL TO: \$7,000.00 (SEVEN THOUSAND AND NO/100) PER MONTH, PAYABLE MONTHLY IN ADVANCE.
2. LEASEE, IN ADDITION TO ITS OBLIGATIONS CONTAINED IN THE LEASE DATED MARCH 1, 2001, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PARKING LOT.


IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS.

LESSOR/DON LATOURETTE

4-14-03

DATE SIGNED


DON LATOURETTE


ATTEST/WITNESS

LESSEE/ITALION OVEN INC

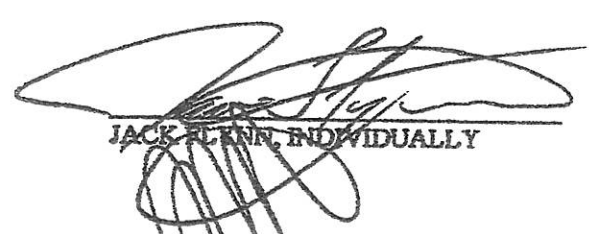

JACK FLYNN, PRESIDENT

4/9/03
DATE SIGNED


JERRY FLYNN, VICE-PRESIDENT


ATTEST/WITNESS

THIS LEASE SHALL BE GUARANTEED BY ALL INDIVIDUALS WHOSE NAMES SHALL APPEAR ON THIS DOCUMENT.


JACK FLYNN, INDIVIDUALLY


SUSAN FLYNN, INDIVIDUALLY


JERRY FLYNN, INDIVIDUALLY

LEASE AMENDMENT

THIS LEASE AMENDMENT IS ENTERED INTO THIS 23RD DAY OF JANUARY 2004 AT JONESBORO, AR. COUNTY OF CRAIGHEAD, STATE OF AR, BETWEEN DON LATOURETTE AND ITALIAN OVEN, INC. FOR THE BUILDING LOCATED AT 2230 S. CARAWAY, JONESBORO, AR 72401. THIS AMENDMENT IS MADE TO A LEASE DATED MARCH 1, 2001 AND A LEASE AMENDMENT DATED APRIL 4, 2003. BETWEEN THE TWO PARTIES FOR THE ABOVE LOCATION.

ALL TERMS AND CONDITIONS OF THE ORIGINAL LEASE AND THE AMENDED LEASE SHALL REMAIN IN EFFECT WITH THE FOLLOWING EXCEPTIONS.

1. THE AMENDED TERM OF THE LEASE SHALL BE FOR AN ADDITIONAL PERIOD OF TWO YEARS (2) YEARS, COMMENCING WITH THE COMMENCEMENT DATE OF MARCH 1, 2005 AND THIS LEASE SHALL END ON FEBRUARY 28, 2007. THE TOTAL RENT FOR TWO YEARS SHALL BE \$168,000.00, (ONE HUNDRED SIXTY EIGHT THOUSAND AND NO/100) SAID SUM BEING EQUAL TO : \$7,000.00 (SEVEN THOUSAND AND NO/100) PER MONTH, PAYABLE MONTHLY IN ADVANCE.
2. IN ADDITION, LESSEE SHALL KEEP AND MAINTAIN PROPERTY INSURANCE IN AN AMOUNT EQUAL TO THE REPLACEMENT COSTS OF THE BUILDING LOCATED ON THE PREMISES WHICH AMOUNT SHALL BE NO LESS THAN \$600,000.00.


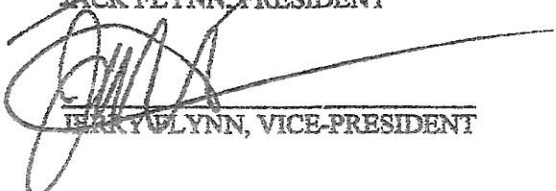
LESSOR/DON LATOURETTE


DON LATOURETTE

1/23/04
DATE SIGNED

ANGELA GRASSE
ATTEST/WITNESS


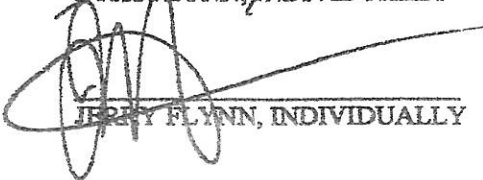
LESSEE/ITALION OVEN INC

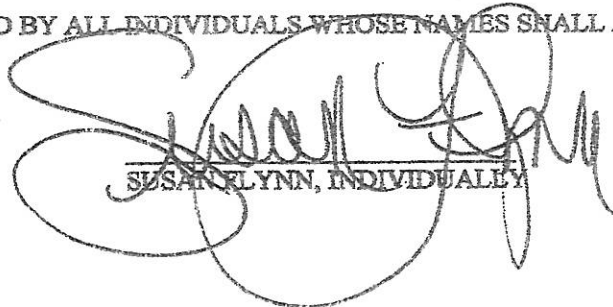

JACK FLYNN, PRESIDENT

JERRY FLYNN, VICE-PRESIDENT

1/23/04
DATE SIGNED

ANGELA GRASSE
ATTENT/WITNESS

THIS LEASE SHALL BE GUARANTEED BY ALL INDIVIDUALS WHOSE NAMES SHALL APPEAR ON THIS DOCUMENT.


JACK FLYNN, INDIVIDUALLY

JERRY FLYNN, INDIVIDUALLY


SUSAN FLYNN, INDIVIDUALLY

Sunrise Hospitality - Member List

	Last Name	Name	Address
1	Aaron	Cherilland	984 Sandino Dr, Jonesboro, AR 72401
2	Adams	Stacey	319 Leslie Ann Drive Apt 8, Jonesboro, AR 72401
3	Allen	Brody	1302 N Culberhouse, Jonesboro, AR 72401
4	Allison	Emily	3916 Sunset Dr, Jonesboro, AR 72405
5	Anderson	Callie	2518 Rosewood Cir, Jonesboro, AR 72401
6	Aries	Anna	2705 Turtle Creek Rd, Jonesboro, AR 72404
7	Arnold	Kent	312 S Main, Jonesboro, AR 72401
8	Balfour	Donnie	2816 Maryland Dr, Jonesboro, AR 72401
9	Barron	Rolando	307 Tommy Pl, Bono, Ar 72466
10	Bass	Dianne	2743 Greenbriar Dr, Jonesboro, AR 72401
11	Bass	Freddie	301 Windover Rd, Jonesboro, AR 72402
12	Bass	Glen	912 Sweetheart Ln, Jonesboro, AR 72405
13	Bass	Sarah	102 Kaylee, Bono, AR 72416
14	Baugher	Jimmy	107 Farmers Ln, Manila, AR 72442
15	Bazarian	Dylan	304 Nisbett St, Jonesboro, AR 72401
16	Beegle	Haley	1404 Links Cir, Jonesboro, AR 72404
17	Bell	Sarah	6053 Prairie Meadow Dr, Jonesboro, AR 72404
18	Blevins	Tom	300 S. Main, Jonesboro, AR 72401
19	Bloom	Emma	237 S. Main St.#P, Jonesboro, AR 72401
20	Bloom	Jan	237 S. Main St.#P, Jonesboro, AR 72401
21	Bonds	Brooke	3700 South Caraway, Jonesboro, AR 72404
22	Boston	Courtney	3700 Kristi Lake Drive Apt F11, Jonesboro, AR 72404
23	Boyd	Coy	4210 Woodcrest Dr, Jonesboro, AR 72404
24	Bradberry	Raquel	5306 Richardson Dr, Jonesboro, AR 72404
25	Brewster	Chive	500 N Caraway Rd., Jonesboro, AR 72401
26	Breyette	Krysti	304 W Concord St, Jonesboro, AR 72401
27	Brone	Micha	111 S. Oak St. Apt 7, Brookland, AR 72417
28	Brooks	Tyler	416 Wildwood Pt., Jonesboro, AR 72405
29	Brown	McKenzie	1208 S. Madison St., Jonesboro, AR 72401
30	Burgess	Todd	219 S Main St, Jonesboro, AR 72401
31	Butler	Jesse	2655 CR 403, Jonesboro, AR 72401
32	Cauley	Hope	296 Wolf Den Dr, Jonesboro, AR 72401
33	Chaury	Madison	101 Angela Dr, Judsonia, AR 72081
34	Cline	Rodney	1065 CR 118, Bono, AR 72416
35	Connell	Jimbo	1907 Macon Cove, Jonesboro, AR 72401
36	Cooper	Sarah	3700 South Caraway Rd Apt A16, Jonesboro, AR 72404
37	Corder	KJ	608 Leah Dr, Manila, AR 72442
38	Cox	Paul	1312 Linda Dr., Jonesboro, AR 72401
39	Cullen	Oz	807 Parkview St, Jonesboro, AR 72401
40	Cunningham	Tiffany	201 Tina Cove. Jonesboro, AR 72401
41	Davies	Michael	2102 Trinity Oaks Dr, Jonesboro, AR 72401

42	Dawson	Quinessa	3909 Saddlecrest Dr., Jonesboro, AR 72404
43	Delaney	Jasmine	3913 Saddlecrest, Jonesboro, AR 72404
44	Donnerson	Mario	810 Kitchen, Jonesboro, AR 72401
45	Dunegan	Jill	2508 E Johnson Ave., Jonesboro, AR 72401
46	Early	Keaton	1017 Haltom St., Jonesboro, AR 72401
47	Edington	Jared	3916 Sunset Dr, Jonesboro, AR 72405
48	Fisher	Aaron	1803 E Johnson Ave., Jonesboro, AR 72401
49	Flanagan	Melissa	312 Melrose St. Apt A, Jonesboro, AR 72401
50	Flynn	Susan	2741 Greenbriar Dr., Jonesboro, AR 72401
51	Fortenberry	Gabe	500 N Caraway Rd., Jonesboro, AR 72401
52	Freeman	Kristopher	910 University Loop, Jonesboro, AR 72401
53	Freeman	Adrian	405 Lynne Ct, Jonesboro, AR 72405
54	Gentzel	Brian	3719 St Blvd, Jonesboro, AR 72401
55	Gibson	Tiffany	1617 Brooke Circie, Jonesboro, AR 72401
56	Gifford	Julian	859 E Main, Blytheville, AR 72315
57	Godine	Madilyn	1008 Hall St, Jonesboro, AR 72401
58	Goodman	Kirsten	827 W Oak Ave., Jonesboro, AR 72401
59	Goodson	Chad	1708 Orval Cove, Jonesboro, AR 72404
60	Gray	Caleb	1512 CR 333, Jonesboro, AR 72401
61	Green	Courtney	2006 Ashley St., Walnut Ridge, AR 72476
62	Grogrenor	Sara	1711 Arch St. Apt 2B, Jonesboro, AR 72401
63	Hannah	Josh	201 Tina Cove, Jonesboro, AR 72401
64	Harrison	Keith	1700 Pineview St A3, Jonesboro, AR 72401
65	Harvey	Memphis	521 W Huntington Ave., Jonesboro, AR 72401
66	Hatcher	Abby	447 W Main, Trumann, AR 72472
67	Hawkins	Hailey	1011 Stratford Dr., Jonesboro, AR 72401
68	Heustess	Joseph	3800 Harrisburg Rd., Jonesboro, AR 72404
69	Hill	Madison	2114 E. Lawson Rd, Jonesboro, AR 72404
70	Hoover	Hannah	1102 Kitchen #12, Jonesboro, AR 72401
71	Howard	Clayton	3719 St Blvd, Jonesboro, AR 72401
72	Howard	Jamicia	3205 Stonebrook Dr, Jonesboro, AR 72404
73	Huffman	Alex	501 W Stroud, Jonesboro, AR 72401
74	Humphrey	Tyrone	2015 Edgewood St, Jonesboro, AR 72401
75	Hydrick	Crystal	408 Ashford Dr., Jonesboro, AR 72404
76	James	Keely	2508 E Johnson Ave., Jonesboro, AR 72401
77	James	Chaney	295 Morgan Rd, Batesville, AR 72501
78	Jennings	Mikayla	6072 Beaver Dam Ln, Jonesboro, AR 72404
79	Johnson	Cortni	3700 South Caraway Rd Apt L16, Jonesboro, AR 72404
80	Jones	Chris	4297 Savannah Hills Dr., Jonesboro, AR 72404
81	Junkersfeld	Kate	123 Frontier Trail, Pocañontas, AR 72455
82	Kapales	Dana	1715 Pine Valley Ln., Jonesboro, AR 72404
83	Kelley	Caleb	320 Alta St, Bono, AR 72416
84	Kelley	Aubrey	1304 Links Dr. Apt 4, Jonesboro, AR 72404
85	Kendrick	Josh	209 E Nettleton Ave., Jonesboro, AR 72401
86	Kingston	Rayna	3850 Harrisburg Rd. Apt 2104, Jonesboro, AR 72404
87	Klein	Isaiah	1608 Chickasawba St, Blytheville, AR 72315
88	Lane	Mike	148 CR 148 Bono, AR 72616
89	Langston	Jessica	476 CR 323 Bono, AR 72416
90	LeBlanc	Jeremy	507 Ridgecrest St, Jonesboro, AR 72401
91	Lindey	Amber	1908 W Oak Ave., Jonesboro, AR 72401
92	Luther	Amanda	204 NW Edgar St Apt A, Hoxie, AR 72433
93	Manso	Whitney	3719 St Blvd, Jonesboro, AR 72401
94	Martin	Kirsten	1406 Smoot Dr, Jonesboro, AR 72401

95	McCain	Carla	1901 Brookhaven Rd., Jonesboro, AR 72401
96	McCalister	Travis	926 Marcom Dr, Jonesboro, AR 72401
97	McCawley	James	913 Pincrest Dr, Jonesboro, AR 72401
98	McConnell	Josh	2705 Southwind Dr, Paragould, AR 72450
99	McDaniel	Stephen	P.O. Box 1993 Jonesboro, AR 72403
100	McGee	Emanuel	205 Mark St, Jonesboro, AR 72405
101	McJunhin	Andrew	913 Pincrest Dr, Jonesboro, AR 72401
102	Meritt	Dakota	1107 Owens Ave., Jonesboro, AR 72401
103	Miller	Christopher	1908 Word Cove B, Jonesboro, AR 72401
104	Miller	Carl	1908 Word Cove B, Jonesboro, AR 72401
105	Morgan	Denise	3908 Marchbanks Circle, Jonesboro, AR 72401
106	Morgan	Monica	207 S Church St., Jonesboro, AR 72401
107	Moufdi	Amal	3205 Basweli St, Jonesboro, AR 72401
108	Mudd	Jamie	2620 Crawford St. Lot #13, Jonesboro, AR 72401
109	Murphy	Ashley	827 W Oak Ave., Jonesboro, AR 72401
110	Nails	Robert	16 Muskogee Dr, Cherokee Village, AR 72529
111	Nance	Wade	3916 Sunset Dr, Jonesboro, AR 72405
112	Natts	Kaylin	2508 E Johnson Ave., Jonesboro, AR 72401
113	Newberry	Kendra	160 Greene 603 Rd. Beech Grove, AR 72412
114	Ngu	Raphael	207 S Church St., Jonesboro, AR 72401
115	Nutt	Bobby	206 Sundown Ln, Jonesboro, AR 72401
116	O'Bar	Hudson	304 Nisbett St, Jonesboro, AR 72401
117	Obrien	Aaren	833 Christy Ave, Trumann, AR 72472
118	Owen	Ashton	4299 Savannah Hills Dr., Jonesboro, AR 72404
119	Parnell	Landon	3115 Ashwood Cove, Jonesboro, AR 72404
120	Pattee	Patrick	3009 Fairview, Jonesboro, AR 72401
121	Patterson	Krystle	5008 S 27 th St. Paragould, AR 72450
122	Perkins	Jadyn	4800 Bedrock Dr., Jonesboro, AR 72404
123	Pienar	Adrianna	282 Goldrush Ln, Jonesboro, AR 72401
124	Presley	Allen	322 B S Main St, Jonesboro, AR 72401
125	Reithemeyer	Cody	3171 Hwy 228, Walnut Ridge, AR 72476
126	Remedies	Ginger	5408 Deerfield Dr., Jonesboro, AR 72404
127	Robinette	Robert	1916 Rankin Dr., Jonesboro, AR 72404
128	Rolland	Daniel	716 CR 706, Jonesboro, AR 72401
129	Rowe	Sandy	148 Greene 602 Rd, Beech Grove, AR 72412
130	Scott	Meghan	6447 Matlock Lane, Harrisburg, AR 72432
131	Sharp	Allison	341 Wolf Den Dr, Jonesboro, AR 72405
132	Siles	Cody	256 CR 102, Jonesboro, AR 72404
133	Simons	Nathan	714 W. Washington Ave., Jonesboro, AR 72401
134	Sims	Cordero	400 SE 3 rd St. Walnut Ridge, AR 72476
135	Sink	Kristen	218 Union St., Jonesboro, AR 72401
136	Skelton	Ryan	143 CR 434 Jonesboro, AR 72404
137	Slayton	Jake	714 W. Washington Ave., Jonesboro, AR 72401
138	Solomon	David	4823 Leesburg Dr, Jonesboro, AR 72404
139	Speer	Madison	900 Rich Rd, Jonesboro, AR 72401
140	Sterling	Amber	1914 Edgewood St, Jonesboro, AR 72401
141	Stokes II	Anthony	914 B Perry Avenue, Jonesboro, AR 72401
142	Stopper	Bruce	2002 Hampton Dr., Jonesboro, AR 72401
143	Stormes	Adam	108 Marble Lane, Jonesboro, AR 72401
144	Sutton	Jacob	214 Cole Dr., Brookland, AR 72417
145	Thompson	Joshua	603 Marsnall St, Jonesboro, AR 72401
146	Tidwell	Brandon	1811 Penbrook Ln, Jonesboro, AR 72404
147	Toney	Brittni	1008 Hall St, Jonesboro, AR 72401
148	Turner	Kyle	3613 Jaxon Ln, Jonesboro, AR 72404
149	Turner	Jessica	1303 Medallion Circle, Jonesboro, AR 72404

150	Verro	Steven	1412 Easy St, Trumann, AR 72472
151	Vestal	Chandler	247 CR 967. Brookland, AR 72417
152	Volasco	Charles	1801 Greensboro Rd, Jonesboro, AR 72401
153	Voren	Roxmeri	4300 Savannah Hills Dr., Jonesboro, AR 72404
154	Wallace	Pamela	104 Kaylee, Bono, AR 72416
155	Watkin	Kaylee	1304 Links Dr. Apt 4, Jonesboro, AR 72404
156	Weaver	Christina	403 N Caraway Rd., Jonesboro, AR 72401
157	Wells	Todd	2200 Denver Dr., Jonesboro, AR 72401
158	Wheeler	Sam	807 Parkview St, Jonesboro, AR 72401
159	Whitaker	Reannia	713 Crescent Cv, Jonesboro, AR 72401
160	Whitney	Jordan	86 CR 100 Apt A, Bono, AR 72416
161	Wilcox	Jon	1617 Shady Grove Rd., Jonesboro, AR 72401
162	Wilkins	Will	910 University Loop, Jonesboro, AR 72401
163	Withrow	James	11306 Shenandoah Valley Dr., Little Rock, AR 72212
164	Womack	Kait	2104 Forest Home Rd, Jonesboro, AR 72401
165	Woodall	Bradey	608 Leah Dr, Manila, AR 72442
166	Woods	Clay	1304 W Highland Dr, Jonesboro, AR 72401
167	Wooten	Jordan	1208 S. Madison St., Jonesboro, AR 72401
168	Zavare	Gilberto	3400 Turtle Creek Rd, Jonesboro, AR 72404



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Corporation Name	SUNRISE HOSPITALITY
Fictitious Names	
Filing #	811147726
Filing Type	Nonprofit Corporation
Filed under Act	Dom Nonprofit Corp; 1147 of 1993
Status	Good Standing
Principal Address	110 HUNTINGTON AVE, SUITE A JONESBORO, AR 72401
Reg. Agent	ZAC BAKER ZAC BAKER
Agent Address	110 HUNTINGTON AVE., SUITE A JONESBORO, AR 72401
Date Filed	10/20/2017
Officers	ZAC BAKER , Incorporator/Organizer STEVE BAKER , Director AMANDA BAKER , Director ZAC BAKER , Director
Foreign Name	N/A
Foreign Address	
State of Origin	AR
Purchase a Certificate of Good Standing for this Entity	Submit a Nonprofit Annual Report

[Change this Corporation's Address](#)

OFFICIAL RECEIPT

Receipt Date 10/09/2020 10:49 AM
Receipt Print Date 10/09/2020

Receipt # 00195655
Batch # 00009.10.2020

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042

For Permit Inspections call 870-933-4602

Account/License/Permit/Category:
CR 250.00

Detail:
01-134-0517-00
Alcohol Application Fee- Lazzari Italian Oven 2230 S Caraway Rd 250.00

Total 250.00

Payment Information:
Check 2082 250.00
Change 0.00

Baker Firm- Lazzari's
Customer #: 000000

Cashier: tmmoss
Station: TMMOSS