## **SUBLEASE**

This Sublease is made this 22nd day of August, 2023., by and between JONESBORO SOCIAL CLUB, an Arkansas non-profit corporation (the "Sublessee"), and MALCO VENTURES,LLC., an Nevada limited liability company (the "Sublessor").

- l. *Premises*. For and in consideration of the covenants and agreements on the part of the parties herein contained, the Sublessor does hereby let, lease and demise unto the Sublessee the business premises located at 1008 Canera Dr., Jonesboro, Arkansas (the "Premises").
- 2. Underlying Lease. Sublessor's interest in the Premises is as Lessee under that certain Lease Agreement ("Triple Net Theatre Lease") dated September 24, 2018, made by and between Greensboro Village Theatre Holdings LLC as Lessor and Sublessor, a copy of which is attached hereto and made a part hereof as <a href="Exhibit A">Exhibit A</a> (the "Lease"). Except for the provisions for rent (as provided in the Lease) and as otherwise set forth herein, this Sublease is expressly made subject to all terms and conditions in the Lease.
- 3. Term. The term of this Sublease shall begin on October 1, 2023, and run concurrently thereafter with that of the underlying Lease. In the event that the underlying Lease is terminated for any reason, this Sublease shall terminate simultaneously, and any unearned rent paid in advance shall be refunded to Lessee.
- 4. Rent. The Sublessee agrees to pay as rent the sum of One Thousand Dollars (\$1,000.00) per month, payable in advance, on the first day of each calendar month during the term hereof, to the Sublessor at such address as Sublessor may from time to time designate in writing to Sublessee.
- 5. Sublease. Sublessee hereby agrees to be bound by all terms of the Lease, except for those provisions which apply to rent (as provided in the Lease), and further agrees to indemnify and save harmless Sublessor from all complaints, claims, charges, costs assessments and expenses, including reasonable attorney's fees associated with Sublessee's sublease of the Premises, and the enforcement or implementation of this Sublease Agreement.
- 6. Sublessor 's Obligations. Notwithstanding any other provision of the Lease or this Sublease, Sublessor shall continue to be bound in all respects by the terms of the Lease and shall not be released from any obligations under the Lease.
- 7. Miscellaneous. This Sublease shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. Headings in this Sublease are for convenience only and shall not be used to interpret or construe its provisions. This Sublease shall be construed in accordance with and

governed by the laws of the State of Arkansas. All prior understandings and agreements between the parties are merged in this Sublease, which constitutes the entire agreement between the parties.

[Signature Page Follows]

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

## SUBLESSEE:

JONESBORO SOCIAL CLUB,

an Arkansas non profit.

By:

David P. Tashie, President

LESSOR:

MALCO VENTURES, LLC.,

A Nevada Limited Liability Company

By:

110

## SUBLEASE

## **EXHIBIT A**

See attached.