

City of Jonesboro Private Club Review and Conditions Form

Date _March 7, 20	19	Non-Profit Corp.	Eighteen Twelve
Address: 1804 N. C	Old Greensboro Rd. Suite A	. Jonesboro, AR	34°
Applicant on Behal	f of Club: Jeremy dean Dav	is	
Home Address: 22	00 Sweet Gum Drive, Jones	sboro AR. 72401	
Business Name: 18	312 Pizza Company, Hilltop	_	
Business Address:	1804 N. Old Greensboro, R	load, suite A. Jones	sboro 72401
City of Jonesboro	official use below this:		
Police Departmen	t: Copy of membership list Has any member been co If yes, How many years si Has Non-Profit complied v	Yes NoNo	Yes No X No
Comments:			
Approve? Yes	No Signat	ture Chief of Police	Levh South
Planning and Zoni	ng Department:		
	Type of Private Club: Restance Hours of Operation? Copy of menu for food servations Zoning C-3	/	Hotel/Motel
Approve? Yes/	No Signat	ure Planning Direct	or i eval of
City Clerk:	Date received	2-19	700
City Council Action	n		The state of the s
	Approve	Denv	

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.

Eighteen Twelve			83-3264930		
Non-Profit Corporation			FEIN #		
APPLICANT ON BEHAL	F OF				
CLUB	Jeremy	Dean	Davis		
	First	Middle	La	st	
HOME ADDRESS	2200 Sweet Gum Drive	Jonesboro	72401	Craighead	
	Street	City	Zip	County	
BUSINESS NAME	1812 Pizza Company, Hi	lltop			
BUSINESS ADDRESS	1804 N Old Greensboro Ro	oro 72401	Craighead		
	Street	City	Zip	County	
Does the club own the pr Eighteen Twelve	emises? No	If	leased, give nam	e and address of owner:	
ls your establishment prir Ye	marily engaged in the business of s	erving food for cons	sumption on the	premises?	
If the answer to the above all activities to be offered.	e question is no, then what type o	f business will you b	e engaged in on	the premises? Please list	
Does anyone now hold an	alcoholic beverage permit at this l	ocation? No	f so, give name, a	address and permit no(s).	

SCHEDULE A - INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath: 1. Name Jeremy Dean Davis _____ Sex _____ Date of Birth___ Home Address 2200 Sweet Gum Dr. Jonesboro 72401 2. Phone No. 870-838-5075 City Zip 3. Are you a person of good moral character and reputation in your community? Yes Are you a (CITIZENI) of the United States? CIRCLE ONE 4. Green Card No. Social Security 5. Are you a resident of Craighead county? Yes If not, do you live within 35 miles of the premises to be permitted? Yes Have you ever been convicted of a felony? YES ______ NO _X __ If so, give full information 6. 7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceeding this application? YES (NO) If so, give full information. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceeding this 8. application? YES _____NO X ___ If so, give full information _____ Do you presently hold or have you ever held an alcoholic beverage permit(s)? No If so, give name, place, and 9. permit number(s) Have you applied and been refused a permit at the applied for location within the last 12 months? No 10. If so, give full information_____ Marrial Status: Single (X) Married () Divorced () Separated () Other () 11. 12. Furnish complete information regarding members of immediate family: Relationship Full Name <u>Address</u> Occupation William Dean Davis 3624 NCR Manila AR Nather Ray Davis In Clarence Manila AR

(a)	Are any of the above to be cor	nnected with the opera	ation of the outlet?	HA VET	
(b)	Are any of the above to be cor	12 Matthen	Ray Davit	-durer	
13.	Give your home address (city on Please see attached	or town) and dates at ϵ	each for the past five (5	s) years:	
14. C	overing the past five (5) years, gi	ve in detail the follow	ing:		
(4)	Your Business or Occupation	Name & Addı	ress of Employer	<u>Dates of Employment</u>	
	General Manager	1812 Pizza Company 2815-A Race St., Jone	esboro, AR 72401	October 2016-Present	
	Supervisor	Davis Sonic Group 747 West Fleeman, Manila, AR 72442		January 2003 - September 201	
icense	n, nor will any agent or employ	ee be allowed to viola	ate any law or regulati	on of the Alcoholic Beverage Controlon. It is hereby consented that the procedure officials without warrant of the control of	
TATE (OF ARKANSAS		, ,	1	
OUNT	YOF Mississippi				
Mx	T Noらん f the questions to which he/she	being first duly has made answer, an	sworn on oath depo nd that his/her said an	oses and says that he/she has read swers in each instance are true and	
ubscril	bed and sworn to before me this		prior	, <u>2019 </u> .	
			Matt Nele Notary Public		
ly Com	nmission Expires: 11-8-2023	:	MATTHEV	V W. NOBLE STATE OF ARKANSAS	

NOTARY PUBLIC-STATE OF ARKANSAS MISSISSIPPI COUNTY My Commission Expires 11-08-2023 Commission # 12396475

MEMBERS AND BOARD OF DIRECTORS OF EIGHTEEN TWELVE

President Vice President

Secretary Treasurer Matt Davis

Jeremy Davis

Matt Davis

Jamie Davis

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

NAME	TITLE	ADDRESS
Matt Davis	President	1804 N. Old Greensboro Rd., Ste. A Jonesboro, AR 72401
Jeremy Davis	Vice President	1804 N. Old Greensboro Rd., Ste. A Jonesboro, AR 72401
Matt Davis	Secretary	1804 N. Old Greensboro Rd., Ste. A Jonesboro, AR 72401
Jamie Davis	Treasurer	1804 N. Old Greensboro Rd., Ste. A Jonesboro, AR 72401

whether suspended or otherwise, of any court for the convict of this application? YES NO If yes, please explain	tion of a felony within two (2) years preceding the date
Signed this 12th day of February	Signature of Applicant/Managing Agent
	Official Title
Subscribed and sworn to before me this 12 day of 17bi	Matalle Notary Public
My Commission Expires::	MATTIEWW NODIE

MATTHEW W. NOBLE

NOTARY PUBLIC-STATE OF ARKANSAS MISSISSIPPI COUNTY My Commission Expires 11-08-2023

Commission # 12396475

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner -	S: <u>A</u>			
TO WHOM IT MAY CONCERN:	840			
I understand that the City of Jonesboro will conduct permit. This investigation may include inquiries as to my being issued at the applied for location.	an investiga character, re	ation befor eputation,	e a final decision	on this alcoholic beverage n and feasibility of a permit
To facilitate this investigation, I do hereby give my conseinformation from their records to the City of Jonesboro.	ent and autho	ority for ar	ny public utility	or police agency to furnish
*.	4/2	> 1	ignature – Full	Namo
		2/12/	7019	ivaine
	Date			
	2200 Swe	et Gum	Drive	
	Home Add	ress		
	Jonesboro	0	AR	72401
	City		State	Zip
	1804 N C	Old Gree	nsboro Rd. S	uite A
	Mailing Ad			
	lawaahaw.	_	۸۵	70404
	Jonesboro City	3	AR State	72401 Zip
				7.14
	870-838-5 Contact Ph			Business Phone
	Contact i ii	One		business Phone
	Email Addr	ess		
Subscribed and sworn to before me this $\underline{/2}$ day of $$	1-1 brusay		, 2019	······································
	5	materille		
	National Control of the Control of t	y Public		
My Commission Expires: 11-8-2023 :				
	Commence of the Control of the Contr	NOTARY F	THEW W. NO PUBLIC-STATE OF SSISSIPPI COU mission Expires 1 mmission # 1239	ARKANSAS INTY 1-08-2023

AUTHORITY TO RELEASE INFORMATION

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TO WHOM IT MAY CONCERN:			
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To facilitate this investigation, I do hereby give my cor information from their records to the City of Jonesbor	nsent and authority fo o.	r any public utility or po	lice agency to furnish
	Matther	Signature - Full Name	:
	127 Clarence Home Address	·	
	Manila	AR	72442
	City	State	Zip
	1804 N. Old Gr Mailing Address	eensboro Rd., Suite	Α
	Jonesboro	AR	72401
	City	State	Zip
	870-838-6495		
	Contact Phone	Busi	ness Phone
	-		
	Email Address		
Subscribed and sworn to before me this day or	February		
		lle	
	Notary Publi	С	
My Commission Expires: //-8-2023			
	NOTARY PUBLI MISSIS	EW W. NOBLE C-STATE OF ARKANSAS SIPPI COUNTY on Expires 11-08-2023	
	Commis	sion # 12396475	

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner -	5:		
TO WHOM IT MAY CONCERN:			
I understand that the City of Jonesboro will conduct permit. This investigation may include inquiries as to my being issued at the applied for location.	an investigation be character, reputation	fore a final decision the form and the location and	his alcoholic beverage I feasibility of a permit
To facilitate this investigation, I do hereby give my conseinformation from their records to the City of Jonesboro.	ent and authority fo	r any public utility or po	olice agency to furnish
	James	Danele Do	uio
		Signature – Full Nam	е
	Date		
	127 Clarence		
	Home Address		
	Manila	AR	72442
	City	State	Zip
	1804 N. Old Gr	eensboro Rd., Suite	э A
	Mailing Address	CCHODOTO Tra., Care	
	Jonesboro	AR	72401
	City	State	Zip
	870-838-6495		
	Contact Phone	Bu	siness Phone
	Email Address		
Subscribed and sworn to before me this day of _	February		
	Mate	Nel	
	Notary Publi	ic	
My Commission Expires: _//-8-3023 :			
-	RAATT	HEW W. NOBLE	\neg
	NOTARY PU	BLIC-STATE OF ARKANSAS	3
	My Commi	SISSIPPI COUNTY ssion Expires 11-08-2023	
	Com	mission # 12396475	

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: DAVIS

First: JEREMY

Middle: DEAN

Date of Birth:

Sex:

Race:

Social Security Number:

(not verified, supplied at time of request)

Home/Mailing Address:

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: ABC002638051

Date: 01/30/2019

Agency Reporting: Arkansas State Police

Purpose: Pursuant to Arkansas Code §3-2-103 regarding applicants for licensing by the Alcoholic

Beverage Control Division.

Released To: Phillip Newcomb On Behalf of ABC

Representing: ABC

Mailing Address: 1515 W 7TH 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.

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: DAVIS

First: MATTHEW

Middle: RAY

Date of Birth:

Sex:

Race:

Social Security Number:

(not verified, supplied at time of request)

Home/Mailing Address:

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: ABC002638058

Date: 01/30/2019

Agency Reporting: Arkansas State Police

Purpose: Pursuant to Arkansas Code §3-2-103 regarding applicants for licensing by the Alcoholic

Beverage Control Division.

Released To: Phillip Newcomb On Behalf of ABC

Representing: ABC

Mailing Address: 1515 W 7TH LITTLE ROCK, AR 72201

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BUSINESS LEASE

Lease Agreement ("Lease") made and entered into this 2th day of January, 2019, by and among Dirt Don't Hurt, LLC, an Arkansas limited liability company, and Matthew Williams, ("Lessor") and 1812 Pizza Company, Inc., ("Lessee").

WITNESSETH:

WHEREAS, the Lessor owns certain real property in Jonesboro, Craighead County, Arkansas, which the Lessor is desirous of leasing to Lessee;

WHEREAS, the Lessee is desirous of leasing such real property from Lessor under the terms and conditions set forth in this Lease;

WHEREAS, the Lessor and Lessee are desirous of setting forth the terms and conditions of said Agreement.

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

LEASED PREMISES. Lessor does hereby let, lease and demise unto Lessee, and Lessee does hereby lease from Lessor, the following described premises in the City of Jonesboro, County of Craighead, State of Arkansas:

Approximately 2,500 square feet of the building located at 1804 Old Greensboro Road, Suite A, Jonesboro, (hereinafter designated as the "Leased Premises").

2. TERM. The term of this Lease shall commence on the day the Lessor turns space over to Lessee, or when the Lessee opens for business, whichever comes first, and shall terminate ten (10) years from the Lease Commencement date. Provided that Lessee is not in default under this Lease, then Lessee shall have the right to extend this Lease for two (2) additional five (5) year terms by giving Lessor written notice of such extension no later than one hundred eighty (180) days prior to the termination of this Lease. Such extension shall be on the same terms and conditions as set forth in this Lease with the exceptions that the rent shall be increased by \$2 a square foot for each five (5) year extension

Base Rental Schedule:	Years	Monthly	Annually
	1-10	\$4,167	\$50,000
Opt	on 11-15	\$4,583	\$55,000
Opti	on 16-20	\$5,000	\$60,000

- 3. RENTAL. Lessee shall pay to Lessor monthly rental payments of Four Thousand One Hundred Sixty-Seven and 00/100 Dollars (\$4,167.00) which shall be payable, in advance and without demand on or before the first (1st) day of each calendar month. However, the first payment shall not be due until the third (3rd) month following the Lease Commencement date. Such payments shall be made to Lessor at the address set forth below or such address as may be changed from time to time by Lessor. In the event Lessee fails to pay any installment of rent or additional rent or other amounts payable hereunder within ten (10) days of when such installment or payment is due, to help defray the additional cost to Lessor for processing such late payments, Lessee shall pay to Lessor on demand a late charge for each day such installment or payment is received after such ten (10) day period in an amount equal to Fifty and 00/100 Dollars (\$50.00) per day. The provisions for such late charge shall be in addition to all of Lessor's other rights and remedies hereunder and shall not be construed as liquidated damages or as limiting Lessor's remedies in any manner.
- 4. <u>UTILITIES</u>. Lessee shall be responsible for the prompt and full payment, as and when due, of all charges for water, sewer, electricity, gas, telephone and other utilities consumed or used by Lessee in conducting their business on the Leased Premises and the adjacent common areas.
- 5. TAXES. Lessee shall pay all personal property taxes, sales and use taxes, and any other charges which may be levied against the Leased Premises or the business conducted thereon due to Lessee's use or occupancy thereof. Lessor shall timely pay the real estate taxes and special assessments attributable to the Leased Premises.
- REPAIRS AND MAINTENANCE. Lessee shall pay for and shall maintain at its own cost and expense the plumbing system, normal and customary maintenance and replacement of HVAC system

filters and the remainder of the Leased Premises used by Lessee including, but not limited to, the items of personal property used by Lessee on the Leased Premises, during the term of this Lease in as good condition as when the Leased Premises were received, or in their highest state of repair during the lease term, ordinary wear and tear alone excepted. The Lessor shall maintain and repair the exterior walls, (excluding plate glass, windows and doors, which shall be repaired and maintained by Lessee), roof of the building, replacement of HVAC system and the existing electrical system (excluding bulbs and additional circuits required by Lessee which shall be installed, repaired and maintained by Lessee) unless the need for such maintenance or repair is the result of any negligence, action or inaction by Lessee, their customers, agents, employees, invitees, visitors, licensees, or other similar persons, in which event Lessee shall have sole obligation to repair or maintain such items.

Lessee shall return the Leased Premises at the expiration or termination of this Lease in good order and condition, excepting only ordinary wear and tear. Lessee shall at all times maintain the exterior of the Leased Premises and the adjacent common area in a clean and attractive condition.

- 7. <u>ALTERATIONS</u>. Lessee shall have the right and privilege to make, at Lessee's expense, ordinary repairs and alterations to the Leased Premises. However, no alterations or changes of a structural nature shall be made without the prior written consent of Lessor and Lessee shall obtain Lessor written consent to all exterior sign(s) located on any part of the Leased
- Premises.
- 8. <u>FIXTURES</u>. All trade fixtures or equipment owned or acquired and installed at Lessee's expense shall remain Lessee's property and may be removed by Lessee at the termination of this Lease. .

 However, Lessee shall restore the Leased Premises to the condition that existed prior to the installation of such trade fixtures or equipment and repair any damage thereto caused by such removal. If Lessee fails to remove such fixtures and equipment within ten (10) days of the termination of this Lease, then Lessor shall own such fixtures and equipment and shall have the right to remove, dispose or sell such items as it determines in its discretion.
 - 9. ACCEPTANCE OF PREMISES. It is expressly understood and agreed by the Lessee that it

is leasing the Leased Premises in the condition that exists at the time Lessee takes possession.

- 10. <u>UNTENANTABILITY</u>. Should the Leased Premises, or any part thereof, be rendered unfit for occupancy for the purposes for which they are hereby let, by reason of fire, windstorm, or other act of nature or unavoidable casualty, the rentals herein above stipulated to be paid by the Lessee shall be suspended during such time of untenantability. If the Leased Premises shall continue to be unfit for occupancy for sixty (60) consecutive days, then either the Lessor or the Lessee shall have the right to terminate this Lease by giving written notice to the other party within ten (10) days after the expiration of the sixty (60) day period. Lessor shall in no way be liable or responsible for any damage to any property of the Lessee in or about the Leased Premises by reason of flood, water, fire, windstorm or other casualty or act of nature.
- 11. <u>WARRANTIES OF TITLE</u>. Lessor hereby warrants and covenants with and unto Lessee that it is the lawful owner and that Lessor will, during the term hereof and the full performance by Lessee of Lessee's obligations and covenants hereunder, defend the same and hold harmless the Lessee against the lawful claims of any and all persons.
- do or permit to be done anything in, upon, or about the Leased Premises that increases the hazard of fire beyond that which exists by reason of the uses and occupancy of the Leased Premises for the purposes mentioned. Lessee agrees to pay to Lessor, on demand, any increases in fire insurance premiums on the improvements and building which Lessor may be required to pay thereon by reason of any use by the Lessee of the Leased Premises, and Lessee will not do or permit to be done anything within Lessee's control which would make the Leased Premises, or the improvements thereon, uninsurable in whole or in part. Lessee agrees that Lessee will not commit waste nor permit waste to be committed or done upon the Leased Premises or adjacent common areas.
- 13. <u>SIGNS AND ADVERTISING</u>. Lessee shall obtain Lessor's written consent prior to placing sign(s), picture(s), advertisement(s), or notice(s) on any part of the Leased Premises. Upon Lessee's failure to promptly remove such item after Lessor's written request, Lessor may remove the same without notice to the

Lessee at Lessee's expense. Upon termination of this Lease, Lessee, at its sole expense, will remove any sign, advertisement or notice painted on or affixed to the Leased Premises, and restore the place it occupied to the condition which existed prior to the placement of such item. Lessor may place a "for rent" sign on the Leased Premises during the last one hundred eighty (180) days this Lease is in force.

term of the lease. All property of any kind that may at any time be used, placed or brought on to the Leased Premises during the term of this Lease by or for Lessee, any of Lessee's agents, invitees, employees. customers or visitors shall be at the sole risk of the Lessee or the owner of such property. Lessor shall have no obligation to protect, care for or insure any such property. Further, Lessee shall carry contents coverage insurance on the contents of Lessee's Premises. Lessee agrees to provide public liability insurance naming Lessor as an additional insured to protect Lessor from loss customarily covered by such insurance in at least the following amount:

\$1,000,000.00 - Combined Single Limit

Lessee shall deliver appropriate evidence to Lessor as proof that such insurance is in force at the time of execution of this Lease. Such insurance shall provide that Lessor shall receive no less than thirty (30) days notice prior to any termination of such insurance policy(ics).

- harmless from any and all fines, suits, claims, demands, and actions of any kind (including attorney's fees) by reason of any negligence, misconduct, or any breach, violation, or non-performance of any covenant hereof on the part of Lessee or Lessee's agents, invitees, employees, customers or visitors. Lessor shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or other matter beyond the reasonable control of Lessor, or for any damage or inconvenience which may arise through repair or alteration of any part of the Leased Premises, or from any other cause whatsoever.
- 16. <u>DEFAULT AND REMEDIES</u>. A default of this Lease on the part of Lessee shall be deemed to have occurred if:

- (a) Lessee shall fail to pay Lessor any rent payment due to Lessor within ten (10) days of the due date thereof;
- (b) Lessee shall fail to pay Lessor any amount other than rent within ten (10) days after written notice of such sum being due is given to Lessee;
- (c) Lessee shall fail to perform or comply with any of the other covenants or conditions of this Lease within fifteen (15) days after written notice by Lessor to Lessee specifying the condition to be performed or complied with or, if the performance cannot reasonably be completed within such fifteen (15) day period.

Lessee shall not in good faith have commenced performance within the fifteen (15) day period and shall not diligently proceed to completion of performance;

- (d) Lessee, any guarantor of the obligations of Lessee hereunder or any successor of Lessee while in possession of the Leased Premises: (i) shall generally not pay or shall be unable to pay its debts as such debts become due; (ii) shall make an assignment for the benefit of creditors or petition or apply for the appointment of a custodian, receiver or trustee for it, the Leased-Premises or a substantial part of its assets; (iii) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect:
- (iv) shall have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made; (v) shall indicate, by any act or omission, its consent to, approval of or acquiescence in any such petition, application, proceeding or order for relief or the appointment of a custodian, receiver or trustee for it, the Leased Premises or a substantial part of its assets; or (vi) shall suffer any such custodianship, receivership or trusteeship to continue undischarged for a period of thirty (30) days or more.

In the event of any default hereunder, Lessor at any time thereafter, may immediately re-enter the Leased Premises and expel and remove Lessee or any person or persons occupying the Leased

Premises and may remove all personal property therefrom. Upon re-entry Lessor may, at its option, relet the Leased Premises or any part thereof as the agent of Lessee, and Lessee shall pay Lessor the difference between the rent hereby reserved for the portion of the term remaining at the time of re-entry and the amount received under such reletting for such portion of the term. Upon re-entry, Lessor may at its option, terminate this Lease and at any time thereafter recover from Lessee all sums then due as well as the amount by which all rent and other payments to be made by Lessee for the remainder of the Lease term. All actions taken by Lessor pursuant to this paragraph shall be without prejudice to any other remedies that otherwise might be available in respect of any default hereunder.

Lessor may elect, but shall not be obligated, to correct or remedy any condition, agreement or term required hereby to be performed by Lessee, and Lessor shall have the right to enter the Leased Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for such correction or remedy by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.

- 17. NO ASSIGNMENT AND SUBLETTING. Lessee shall not assign this Lease, nor sublet the Leased Premises or any part thereof, without the prior consent in writing of Lessor.
- The consent by Lessor to a particular assignment or subletting shall not be construed to relieve Lessee from the obligations under this Lease or to obtain the consent in writing of Lessor on any other or future assignment or subletting. Lessor specifically reserves the right to transfer, sell or assign the rights and obligations under this agreement.
- 18. <u>CONDEMNATION</u>. In the event all or any part of the Leased Premises should be the subject of eminent domain proceedings, and if pursuant thereto an amount of the Leased Premises shall be condemned so as to render the residue wholly inadequate for Lessee's purpose as herein set forth, Lessee shall have the option to terminate and cancel this Lease by giving written notice of such intention to Lessor. If any such taking shall not render the residue of the Leased Premises wholly inadequate for Lessee's purposes as herein set forth, Lessee's rentals hereunder shall be reduced in the proportion which the value of the

property taken bears to the whole value of the Leased Premises with improvements. In any such condemnation proceedings, all damages allocable to full fee simple ownership of the Leased Premises shall be payable to Lessor, and any damages for loss of leasehold interest, including the unamortized portion of the value involved in such condemnation of any non-removable fixture placed on the Leased Premises by Lessee with Lessor's approval shall be payable to Lessee.

- 19. SURRENDER OF POSSESSION. At the end of the term of this Lease, or upon earlier termination, Lessee agrees to surrender possession of the Leased Premises without demand. Should Lessee fail so to do, Lessee shall be responsible in addition to the damages generally recoverable by Lessor by reason of any breach by Lessee, for all damage Lessor may sustain, including claims made by any succeeding tenant against Lessor which are founded upon delay or failure in delivering possession of the Leased Premises to such succeeding tenants and Lessee shall pay to Lessor the attorney fees incurred by Lessor due to any such breach. Lessee hereby waives any and all notice to which Lessee may otherwise be entitled under the laws of the State of Arkansas as a prerequisite to a suit against Lessee for the unlawful detention of the Leased Premises.
- 20. <u>CONSENT TO TRANSFER; ATT'ORNMENT</u>. Lessee shall, upon demand, in the event of the sale (including any foreclosure sale) or assignment of Lessor's interest in the Leased Premises, attorn to the purchaser or assignee and recognize such purchaser or assignee as Lessor under this Lease.
- WRITTEN DECLARATION; ESTOPPEL CERTIFICATE. Lessee shall, upon request of Lessor. execute and deliver to Lessor or any designee of Lessor a written declaration in recordable form: (a) ratifying this Lease; (b) expressing the Commencement Date and Termination Date of this Lease; (c) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (d) certifying that all conditions under this Lease to be performed by Lessor have been satisfied (except such conditions as shall be stated); (e) that there are no defenses or offsets against the enforcement of this Lease by the Lessor, or stating those claimed by Lessee: (f) the amount of advance rental, if any (or none if such is the case), paid by Lessee; (g) the date to which rental has been paid; and (h) the amount of any security/cleaning deposit held by Lessor. Such certificate

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shall be executed and delivered by Lessee from time to time as requested by Lessor.

- 22. <u>TIME OF ESSENCE</u>. The time of the making of the payments and of the keeping of the covenants herein are of the essence of this agreement and the parties hereto so agree.
- 23. <u>SUCCESSORS AND ASSIGNS</u>. All the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, successors-in-title and assigns of the parties hereto.
- 24. <u>NOTICES</u>. All notices which may be given, or are required to be given hereunder, shall be in writing and shall be either hand delivered, sent by certified mail, return receipt requested, sent by overnight courier or sent by facsimile to the parties as specified below.

Such notices shall be effective upon receipt.

If to Lessee:

1812 Pizza Company, Inc. 1804 Old Greensboro Road, Ste. A Jonesboro, AR 72401 Telephone: 870-838-6495

If to Lessor:

Dirt Don't Hurt, LLC Attn:: Todd Higginbotham 1804 Old Greensboro Road, Building B Jonesboro, AR 72401 Telephone: 870-336-5620

Either party may, by giving notice pursuant hereto, change the addresses set forth above.

25. <u>GUARANTEE</u>. The undersigned Guarantor for separate consideration received and acknowledged, personally guarantees the full and prompt payment to and fulfillment in favor of Lessor of any and all obligation(s) and liability(ies) of every kind and nature of the Lessee to Lessor. Guarantor agrees and promises that, in the event of default by Lessee in the payment of the rent installments, additional rent, or any other covenants of the Lease, the Guarantor will pay any sum or sums due hereunder, plus damages which may accrue in favor of the Lessor, without prior notice to the undersigned of any such default on the part of the Lessee. Lessor shall not be first required to exhaust remedies available to the

Lessor against said Lessee but may recover of and from the Guarantor as the principal obligor. This guaranty shall be binding upon the heirs, executors, administrators, personal representatives and assigns of such Guarantor. This guaranty shall be a continuing, absolute and unconditional guaranty, and shall remain in full force and effect until any and all of Lessee's indebtedness, obligations(s) and liability(ies) which arose under this Lease shall be fully paid and fulfilled.

26. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

The Lease maybe modified or amended only in writing signed by the parties hereto.

- 27. <u>SEVERABILITY</u>. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
- 28. <u>LAW GOVERNING</u>. This Lease shall be governed by and construed in accordance with the laws of the State of Arkansas.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands the date written above.

Lessee:

1812 Pizza Company, Inc.

Lessor:

Dirt Don't Hurt, LLC

Matt Davis, President

Todd Higginbotham, Member

N. WEIL

Matthew Williams

SUB - LEASE AGREEMENT

This Sub-Lease Agreement ("Sub-Lease") is executed on this 15 day of February, 2019, by and between 1812 PIZZA COMPANY, INC.., an Arkansas limited liability company ("Sublessor"), and EIGHTEEN TWELVE, an Arkansas nonprofit corporation ("Sublessee").

WITNESSETH:

WHEREAS, Sublessor owns certain property located at 1804 N. Old Greensboro Road, Suite A, Jonesboro, Arkansas 72401, known as 1812 Pizza Company (the "Premises"); and

WHEREAS, Sublessee wishes to lease the Premises upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of Ten and No/100 United States Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed:

- 1. <u>Incorporation of Recitals</u>. The recitals set forth above are not mere recitals of fact but are contractual in nature and incorporated into this Agreement by reference, except in the event of a conflict between the incorporated recitals and the numbered sections of this Agreement, the numbered sections of this Agreement shall control.
- 2. <u>Lease</u>. Sublessor hereby leases to Sublessee and Sublessee hereby accepts the Premises for the exclusive purpose of using the Premises as a lawfully operated restaurant and private club and for no other purpose whatsoever. Sublessee shall comply with any and all laws, statutes, ordinances, rules and regulations of any governmental agencies, federal, state, city or otherwise, affecting the use of the Premises by Sublessee and regulation of the business to be conducted upon the Premises by Sublessee and its possession of the Premises.
- Term. The term of this Sub-Lease shall be for two (2) years commencing on February 15, 2019 and terminating on February 15, 2021 (the "Initial Term"). This Sub-Lease may be extended for one (1) additional period of two (2) years (the "Extended Term"). Sublessee shall have the right to so extend the term of this Lease by providing Sublessor with written notice of its intention to so extend, which must be received by Sublessor prior to the expiration of the Initial Term.
- 4. Rent. The monthly rental payment shall be a sum equal to Five Hundred and No/100 Dollars (\$500.00), payable in advance on the first (1st) day of each month at 1804 N. Old Greensboro Road, Suite A, Jonesboro, Arkansas 72401, or such other place as Sublessor may from time to time designate (the "Rent"). If any payment of Rent is not made by the tenth (10th) day of the month, this Sub-Lease

shall be in default and Sublessor shall be entitled to all legal and equitable remedies to which it may be entitled.

- 5. <u>Termination</u>. If Sublessee shall occupy the Premises with the consent of Sublessor after the Initial Term or the Extended Term, as the case may be, without execution of an instrument evidencing a renewal of this Sub-Lease or the election of the Extended Term, such occupancy shall constitute a month-to-month lease and may be terminated by either party upon thirty (30) days written notice to the other party. The rent during such occupancy shall be payable at the same rate, time and place as the Rent during the Initial Term.
- 6. <u>Utilities</u>. Sublessee shall pay all utility bills incurred in connection with the occupancy of the Premises by Sublessee, including without limitation payments for garbage collection, television, radio, internet, sewer, water, heat, gas, electricity and power, and all deposits and taxes relating thereto.
- 7. <u>Condition</u>. Sublessee acknowledges it has inspected the Premises and accepts the Premises in "AS IS, WHERE IS, WITH ALL FAULTS" condition, and Sublessee covenants it shall return the Premises upon termination of this Sub-Lease, in the same condition or better as of the date of the execution of this Sub-Lease, reasonable wear and tear excepted.
- 8. <u>Maintenance of Premises</u>. Sublessor at its own cost and expense will maintain and keep the structural components and exterior of the building on the Premises, including the roof and walls, in satisfactory condition and repair. Sublessee at its own cost and expense will maintain and keep the interior of the Premises, including the interior plumbing and sewage facilities, all electric facilities and equipment, and HVAC facilities, in good repair, ordinary wear and tear excepted.
- 9. <u>Alterations</u>. No alterations, additions or structural improvements shall be made to the Premises without the written consent of Sublessor. Any such alterations, additions or structural improvements approved by Sublessor shall remain a part of the Premises at the conclusion of the term of this Sub-Lease.
- 10. <u>Default</u>. An event of default shall occur if Sublessee: (i) fails to pay its rent within five (5) days of the due date and the failure shall continue for ten (10) days following written notice from Sublessor; (ii) fails to perform any of its other obligations under this Sub-Lease and the failure shall continue for thirty (30) days following written notice from Sublessor; or (ii) if the Premises shall be deserted or vacated for a period of more than thirty (30) days. Upon the occurrence of any such events of default, Sublessor shall have available all rights and remedies provided at law or in equity, including the option to pursue any one (1) or more of the following remedies without any notice or demand whatsoever:
 - a. *Terminate*. Terminate this Sub-Lease in which event Sublessee shall immediately return the Premises to Sublessor, and if Sublessee fails to do so, Sublessor may, without prejudice to any other remedy which he may have for

possession or arrearages in Rent, enter upon and take possession of the Premises and expel or remove Sublessee and any other person who may be occupying the Premises or any party thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor.

- b. *Non-Termination*. Alter all locks and other security devices at the Premises without terminating this Sub-Lease and lease the Premises for the account of Sublessee without releasing Sublessee from Sublessee's obligations under this Sub-Lease or accepting Sublessee's surrender.
- 11. <u>Insurance</u>. Sublessee shall obtain renter's insurance insuring Sublessee's use and occupancy of the Premises and Sublessee's personal property located therein. Sublessor shall not be responsible for any loss sustained by Sublessee as a result of theft, vandalism or casualty.
- 12. <u>Taxes</u>. Sublessor shall pay all ad valorem real property taxes for the Premises, Sublessee being solely responsible for all other taxes, including without limitation taxes for all property owned by Sublessee.
- 13. <u>Assignment</u>. Sublessee shall not assign or sublet the Premises or any part thereof without the express written consent of Sublessor.
- 14. **Governing Law**. This Sub-Lease shall be governed by the laws of the State of Arkansas, and the United States District Court for the Eastern District of Arkansas or state courts located in Jackson County, Arkansas, shall be the exclusive forum for any disputes arising in connection with this Lease.
- 15. <u>Counterparts</u>. This Sub-Lease, including all attached exhibits, may be executed at different times and in any number of originals or counterparts and by each party on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute only one agreement, notwithstanding all the parties shall not have signed the same counterpart.

[Remainder of page left intentionally blank; signature pages to follow]

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this Sub-Lease Agreement on the date and year first above.

SUBLESSOR:

1812 PIZZA COMPANY, INC.,

an Arkansas corporation

By:

Matt Davis, President

SUBLESSEE:

EIGHTEEN TWELVE,

an Arkansas nonprofit corporation

By:

Matt Davis, President



Joel Cox John Springle Alfredo Tapia Chase Stiles 1 Sen Wallace Mike A Gaines Mirsten Adcock Bryan Hernandez JERA COBB Mon Clines Griff Griffith Latruya Pigran Dillon Bushonz Hunter Pel47 Candace Chapman

Jacob Best

Jessie Hurt

Spen er Worlow

Maribeth Temlinson

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JABAR HURT

ADDRESS

1300 HesterSt Jonesburo AIR

309 Prospect Jonesbro, AR

908 Gereis Run (U. Jonahia) 2200 Sweet Gum Dr Jonahi

480 Cr 428 Investoro, AK

773 CR 339 Jonestovo AK

2302 Rusher Ln Jonesborgs

4723 Morton Drive Jonesbori,

216 PEKIN ST JONESBORD, AR

1533 Hug 163 Jovesdon MK

3100 Bowlen Dr Jonesboro AK

3369 Rook Rd Jonesburg AR

GG CR 482 Donishow AR

3461 Quail Ridge Jonesbord 4200 Peachtree Ave.

Jonesburo, AR 72401

109 Lincoln Cove Jonesboro, AR 72404 3717 Reminsten Dr

Junesbur AR 72404

III Leawood Ct

Jonesboro, AR 12401 2403 Auburdah CV

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SIGN: First/Last

ADDRESS

Kimi Lovelady @ Brandon Barnhill

JUSTIN BARNES

Nathan Morries

Alan Purser

Hayla andoson

Dana Synergy

Donovan Synergn 1512

MIGE SMMH

DON PARKER

Logiann Mogistino

Amy Turner

Fronkli Springe

Spirley Jeory Lee Stuart

Jason Ade Will Metzger

Mayla Williaus

Cer Lawlady Justin & Por

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Franklin Springt

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1227 Laxewood drive janesbovo, All 7246f 1403 Smoot Dr Jonesboro, AR724

2206 Watergate St.

5932 Newcastle Dr Jenesberg AR 72401 20224 crowley Ridge Cotate Horrisburg

500 N caeaucy 73ec Mestar 345 Preakness of 72404

Worm, Syner 3105 Preaknoss Dr 7240,

2874 CZ766 Jonesburo Ad 7240

822 ARK HWY 175 HARDY,

515 Melter Cicle, Joveskers, AR 72,

408 Joda Care, 72 64 5728 Shasta Dr., 72404

1601 Paragould Dr. 72401

529 CR46/ Jona 1000 13484

5509 Viney Creek W Joses 2014 5205 Koala Dr., Vonesboro 12404

346 Wildwood Pt., Jonesburo 22401

216 Woolsmas 12404



Kim Brodell ANDY BARELL

Brad Bramucci.

Chris Hedger Christopher Cushis Whitney Ciutis

Seth Crisson

Charles Selfors

Jinny Gibson

Alana Weegram

Jordan Whitloch Courtum & anker

Shoridulvatti

Danier Snooks

BRAD WILCOX

Clava Barnes

ROBERT BILLINGER

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Jacob Hardag

SIGN: First/Last

Din Brodell Odfreell

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John Whater

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ADDRESS

1006 Russell Hill Dr. 72404

480 & SAmahate 78 40/

177 CR 799 Jonesboro, 72401

91 CR117 Bono 72416

3159 CR 751 Jones boro, AR 7240

161 CF 1651 Jonesboro AR 72401

4344 Blair Cove, Apt 190,

708 Tenn Drive Jonestoro, AR 2401

4026 Hay 14/N Joneshoro AR 1709 Colonial Road Joneshoro

507 Edwardian Lane

3852 Bridh Wood Dr.

5508 Cer spen 72401

218 Pean Street

103 CR 707 JONESBORD

3405 Keely h. Joneshow

4001 MOZON COVE, JONESAN

POBOY JOL Brookled Ar

2632 Colon Pl



Member List

PRINT: First/Last SIGN: First/Last **ADDRESS** Chad Brooks Ched Brooks 212 Newberry cove Jonesboro AR 72404 Anthony Flangan 4509 trey Largo Sarestoro, AR 7240) 204 Glendale St. Clanissa hatter Chris Herning 1604 Links Dr. Mud Karier Williams Le10 East Alpine St. Apt Bl Red Box of the /Neshia Friar Mesuran From Brian Builty 45CR7180 De Day Daniel Alvarado 3104 Dar KWGO & Rd 72401 I well to 3104 Parkwood rd. 7240 Marbel (Sur Maribel Alvarado Parge Ellis Harralles 4204 Walnut Bend Cv 72481 1006 Peggy LN Jonesbors, Ashley Cullum ashley Cally Shadreka Hardison Shadreka, Hardis 1506 Dupwe Dr. Jonesta 807 Airport Rd Junesbun, AR. Patrice Bishop Cratem Bushon 314 S. A11:5 Jonesta Ishiria Deathers, Julia MA Ian Lawrence 3818 Friendly Hope Kd. Ethen Rodriguez 2608 Gallaway Cove Ethan Radiguers 4105 Charleston Drake Jonesboro, Arr Zouch White Zach White Bon Rivilly Ben Tinsley 2708 Sunnybrook 1403 latourette Ln Apt4 Vonusboro AR 72404 Kenda Sandes Rude Sides



ADDRESS PRINT: First/Last SIGN: First/Last 3010 Quail DR. 72404 Josesboro, AR 72404 Rull Kodney Hannah Jon Garner 1606 Brooke Cir Sone, box, AR 72 2810 woddhash Cir 72401 Brad Bobo Lindsay Phillips Jan Hor 807 Airport Rd. Apt 12 7240, Low Man Louis Shaw 1711 Arch St #6B 72401 Georgia Shaw Clernsher 1711 Arch St Apturb 7261 1922 Irby St. 7240/ leble Pinehill Lane Chris Thomas Chie or Mehither him Whitehead Le 13 tinehill un Jonestzon Yam loggins Tarn Kagerins Clarisa Jones mt. Vernon Drive A hasent whitelass fla setus (arissa Jones Alexandra Jones alexandragiones 99 cR 9 100 Brookland, AR Zac Matthews 3 1324N Parrick Jonesboro A. Angel Matthews angel Matthews 1324 N Portick Jonesboro AF Donny Brewer Donny Brewer 730 CR 730 Jonesboro AR 12401 Jamie Muntzmann JAMMINULL) 231 CR303 JBAR7241 Spencer Minterment Spencer/Mintermy 1284 CR 323Born AR. 761 Greene 731 Rd. Jona Hope, AR 129 Kara McQuan Jara Honary 5304 CORDOVALA. TRESPORATA DARREN LOWITT



PRINT: First/Last SIGN: First/Last ADDRESS 1105 Joan Mitchell and west wood onine Dan rutchel Donnie Tipton 13804 Dan LAME Shannon Jackson 2714 Clark St. Joshtowison 1321 K-Fehen st. 3601 Lexec Prive Michael Boutman Clew Beat Mind 524 CR 714 Joneshora Chris Charette Jack Gammon JACK GAMMON 682 CR714 Jonaboro 7915 CW Post Jonesboro EmilyAdar 1400 Milles Street Ihlis Bell Julie Bell El Hells Ediffillis, Ede Hillis 2802 Nestle WR, Jones Bolo 4200 Sidney Cove At +29, Jonesboro 70009 Midd figh Michael Allen 1821 Cedor Heights Elena Joynes Deangelo Selvy 520 State of Kerin Harry 1313 Rich Rd Bill adams Dilly Adams 149 Debbie Pr. 72450 She Du Jordan Brown 5939 Rees Rd Apt 316 7/2 Smithfield Dr. Jonesboro Robert Dunner Robert Mon Dr JASON Stanton 6018 BANETRUM 7240 4 1408 marketPlace Dr. AP+#1 John Russell In how Jonestoro Ar 72401





Heather Wicker

JOHN STANFORD

Madison Rouse

Mike Schero

Cardience Fulmore

Julia Campbell Awah Pemergrasi

Kristi Jones

Taylor Kiese

Branton Burett

Michael D. Carter

S- La Buncan

Amber Lopez

SIGN: First/Last

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ADDRESS

900 Lensford BAY 7241 12433 8479 HWY 163 HARRES BURGAR

1500 Kathleen St. Apt 5

5509 Timber Creek La 2404

1903 Mt Veenon, 72401

4006 Woodsprings Rd 7240

\$943 Repr Road Apr 385

64 CK100 BONO 70416

815 glovelster drive, 724

3824 Renigton DR

550 CR 712 J, boro 72401

408 Melody (n 72401

1305 N. Floya St. Jonestooro, Ar.





2815-A Race Street Jonesboro, AR 870-520-6434

Home Menu Weirder Things Menu Order Online! Pics! Facebook Contact









1812 Pizza Company





1812 Pizza Company

GRILLED CHEESES

BUFFALO CHICKEN 8
BBQ PULLED PORK 8.5
TURKEY CLUB WITH SPINACH 8.5
MAC 'N CHEESE 8
PIZZA 8

TRADITIONAL 7
HAM & CHEESE 8

ED POTATOR

jumbo sized, butter & sour cream on request

CHEESY BACON 8
PULLED PORK 9
CHICKEN & CHEESE 8.5
HAM & CHEESE 8.5
PLAIN POTATO 6

TRA SAUCE

House-Made Ranch .50c

Jumbo House-Made Ranch 1.00

11/1/1/1/1/1/

Side of Mike's Hot Honey 2.00

Chipotle Ranch .50c

Marinara .50c

Honey Mustard .50c

Buffalo .50c

Sweet Chili .50c





DESSERTS

CHOCOLATE PIE PIZZA (individual) 4.75 · (share-size) 11

VANILLA CUSTARD PIZZA (individual) 4.75 · (share-size) 11

CHOCOLATE CHIP PIZZA (individual) 4.75 · (share-size) 11

CINNAMON APPLE PIZZA (individual) 4.75 - (share-size) 11

CINNAMON STICKS served with icing 5.5

NEND 1/2 G serve

1/2 GRILLED CHEESE

served with ruffles & house-made ranch 5.5

PIZZA STICKS (4) with pepperoni served with pizza sauce 5.5

CHICKEN BITES (6) served with ruffles & house-made ranch 5.5

1/2 TURKEY SANDWICH

served with ruffles & house-made ranch 5.5

CHEESE QUESADILLA

served with ruffles & house-made ranch 5.5

1812 Pizza Company



