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IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS
CIVIL DIVISION

MICHAEL SHANNON KEE and
ELAINE KEE , Individually and DBA
141 PRIME

Petitioners

v.

Case No. _____

JANICE PORTER, CHARLES COLEMAN, ANTHONY COLEMAN, JOHN STREET, L.J. BRYANT, and KEVIN MILLER in their official capacities as members of the Jonesboro City Council; and CITY OF JONESBORO, ARKANSAS

Respondents

COMPLAINT AND NOTICE OF APPEAL

Comes now the Petitioners, Michael Shannon Kee and Elaine Kee, by and through their attorney, file this Notice of Appeal, filed this Complaint and Notice of Appeal stating as follows:

INTRODUCTION

1. Petitioners seek to reverse the Jonesboro City Council's ("City Council") decision to deny their application for a liquor license.

2. At the October 20, 2026, City Council meeting, Petitioners' application for a liquor license was denied at its third reading.

3. For the reasons set forth in this Appeal, the denial of Petitioners' application for a liquor license was arbitrary, capricious, and an abuse of discretion.

4. The denial of Petitioners' application also was contrary to the relevant Ordinances for obtaining a liquor license.

5. For these reasons, the City Council's denial of Petitioners' application for a liquor license should be reversed.

PARTIES, JURISDICTION, AND VENUE

6. Petitioners are residents of Craighead County.

7. Respondent City of Jonesboro ("Jonesboro") is a city of first class pursuant to Ark. Code Ann. § 14-37-104 and is located in Craighead County, Arkansas.

8. Respondents Janice Porter, Charles Coleman, Anthony Coleman, John Street, L.J. Bryant, and Kevin Miller (collectively, "City Council Members") are all duly elected members of the City Council.

9. Venue is proper because the location of the property for which the liquor license was requested is located in Craighead County, Arkansas, and the denial of the application occurred in Craighead County, Arkansas.

10. This court has jurisdiction over the parties and the subject matter pursuant to Jonesboro, Arkansas Code of Ordinances § 6-30(e) and Arkansas District Court Rule 9(f).

FACTS

11. Petitioners completed an application on August 24, 2026, for authorization of a permit to be a private club and sell alcohol at a restaurant within Jonesboro. This application was later presented to the City Council. Exhibit A, Application.

12. Petitioners own the land located at located at 2740 N. Church St., Jonesboro, Arkansas, and intend to build a restaurant, called 141 Prime, on the property.

13. This restaurant will serve as an upscale steakhouse and provide recreational, social, hospitality, and benevolent purposes to the surrounding community.

14. Petitioners' application complied with all of the necessary requirements as stated in the Jonesboro Ordinances. *See* Jonesboro, Arkansas Code of Ordinances § 6-30.

15. Petitioners' application passed during the first and second readings of the application, which occurred at the September 15, 2026, and October 8, 2026, City Council meetings.

16. The third reading occurred during the October 20, 2026, City Council meeting and the application was denied.

17. Respondent City Council Members all voted against the application.

18. Respondent City Council Members voted to deny the permit because the restaurant is located near a school.

19. During the City Council meeting, other members acknowledged that proximity to a school is not a factor when determining whether to approve an application. Exhibit B, Action Details of Oct. 20, 2026 Mtg.

20. Other members also acknowledged that multiple other permit applications had previously been approved, even though the premises were located near a school. Exhibit B, Action Details.

21. Further, other members discussed that at least one school themselves had been approved for a liquor license. Exhibit B, Action Details.

22. Despite the discussion of these factors, the City Council still voted against approving the Petitioners' application.

COUNT II

23. Paragraphs 1-22 are incorporated herein by reference as though set forth fully in their entirety.

24. That, alternatively, this is an action for declaratory and injunctive relief under the Equal Protection Clause of the United States Constitution (Amendment 14), this Court has concurrent jurisdiction, and jurisdiction properly lies in this County as the subject real estate is located therein.

25. That the Equal Protection Clause provides no state shall deny to any person within its jurisdiction the equal protection of its laws, and the distinction made by the City Ordinance regarding the issuance of a liquor permit while not so limiting restaurants with liquor permits is violative of the Equal Protection Clause of the United States Constitution entitling Petitioners the following relief from Respondents: declaratory and injunctive relief declaring the offending provision of the city ordinance invalid; prohibiting its application to deny Petitioners' intended use; and requiring the Respondents to allow the Petitioners intended use of its site; nominal damages; attorneys' fees and costs.

NOTICE OF APPEAL

26. The foregoing paragraphs are incorporated by reference below as if set forth verbatim.

27. Petitioners hereby notify Respondents of this appeal of the City Council's denial of their application for a liquor license.

28. When reviewing the decision of a municipal body, the court will reverse decisions that are arbitrary, capricious, or an abuse of discretion. *Mt. Pure, LLC v. Little Rock Wastewater Util.*, 2011 Ark. 258, at 8, 383 S.W.3d 347, 353

29. In addition, when a municipal body fails to follow its own ordinances when rendering a decision, that decision is invalid. (*See Richardson v. Little Rock Planning Com.*, 295

Ark. 189, 747 S.W.2d 116 (1988)). Denying an application that meets the minimum requirements is also arbitrary and an abuse of discretion. *Id.*

30. Here, the City Council denied Petitioners' application because the restaurant is near a school, but being in proximity to a school is not a factor when determining if an application is approved. *See* Jonesboro, Arkansas Code of Ordinances § 6-30.

31. Petitioners' application satisfied all of the requirements to be granted. *See* Jonesboro, Arkansas Code of Ordinances § 6-30. However, by considering a factor outside of those listed in the Ordinance, the City Council substituted its own discretion instead of following the law when it denied Petitioners' application.

32. Therefore, the City Council's denial of Petitioners' application for a liquor license was arbitrary, capricious, and an abuse of discretion. For these reasons, this Court should enter an order reversing the denial of Petitioners' application for a liquor license.

33. In accordance with Rule 9(f)(2)(B), Petitioner is obtaining certified copies of the materials that document the administrative proceedings and will submit those to this Court within the time provided by Rule 9(f)(2)(B).

WHEREFORE, Petitioners respectfully request that this Court enter an Order reversing the City Council's denial of their application for a liquor license; finding that the denial failed to follow the Jonesboro Ordinances; finding the denial to be arbitrary, capricious, and an abuse of discretion; and granting Petitioners all other just and proper relief.

Respectfully submitted,

MICHAEL SHANNON KEE and
ELAINE KEE
Petitioners

By: _____

Martin E. Lilly
Attorney for Petitioners
Lilly Law Firm, P.A.
PO Box 8035
Jonesboro, AR 72403-8035
Phone: 870-935-7320
Fax: 870-935-3762
marty@lillylawfirm.com

City of Jonesboro
Private Club Review and Conditions Form

Date 8-24-26

Address 2732 N. Church St

Applicant on Behalf of Club Michael Shannon Lee

Home Address 416 CR 728,

Business Name 141 Prime Restaurant

Business Address ~~2732 N. Church St~~ 2740 N. Church SE corner of Church & Thomas Green Rd.

City of Jonesboro official use below this:

Police Department:

Has any member been convicted of a felony? Yes _____ No X

If yes, How many years since conviction? _____

Comments: _____

Approve? Yes X No _____ Signature Chief of Police Rick Elliott

Planning and Zoning Department:

Type of Private Club: Restaurant X Hotel/Motel _____

Hours of Operation? _____

Copy of menu for food service? Yes X No ~~X~~

Zoning ~~R-1~~ C-3

Approve? Yes X No ~~X~~ Signature Planning Director _____

City Clerk:

Date received _____

Date entered in Legistar _____

City Council Action

Approve _____ Deny _____

Exhibit "A"

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

INSTRUCTIONS

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

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

2. Application fee is $250 and must be submitted with this application.

3. Applicant must be a citizen of the United States or a permanent resident alien (must provide a copy of green card), and a resident of Arkansas.

4. The following additional materials must be submitted with your application:

   a. A current list of names and addresses of all board members, and a signed "authority to release information form" from each board member.

   b. The address where the business will be located. If the non-profit corporation does not own the property, a copy of the lease, option to lease, option to purchase, or buy-sell agreement in **favor of the non-profit corporation** must be attached.

MAIL OR DELIVER DIRECTLY TO:

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

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: **Kee** First: **Michael** Middle: **Shannon**

Date of Birth: Sex: Race:

Social Security Number: *'not verified, supplied at time of request)*

Home/Mailing Address: **P.O. Box 27 Jonesboro, AR 72403**

State of Arkansas
Arkansas State Police
Identification Bureau

- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT -

Requestor Information

Transaction Number: **ABC004878113**

Date: **07/01/2026** Agency Reporting: **Arkansas State Police**

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

Released To: **Denese Voss On Behalf of Alcoholic Beverage Control**

Representing: **Alcoholic Beverage Control**

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

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

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

This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last five (5) years that has not been to court and whether the person is a registered sex offender or required to register as a sex offender. Juvenile arrest and/or court information will not be released on this report.

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.

N/A
Non-Profit Corporation

FEIN #

APPLICANT ON BEHALF OF CLUB: Michael (First) Shannon (Middle) Kee (Last)

HOME ADDRESS: 416 CR 728, (Street) 72405 (Zip) Craighead (County)

BUSINESS NAME: 141 Prime Restaurant

BUSINESS ADDRESS: 2732 N. Church St. (Street) Jonesboro (City) 72401 (Zip) Craighead (County)

Does the club own the premises? No If leased, give name and address of owner:
Shannon Kee, 416 CR 728, Craighead County, AR. 72405

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: N/A

NAME	TITLE	ADDRESS

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 13th day of August, 2026.

Signature of Applicant/Managing Agent

Owner | President

Official Title

Subscribed and sworn to before me this 13TH day of AUGUST, 2026.

Susan Rainwater

Notary Public

My Commission Expires: 11/19/2028

STATE OF ARKANSAS NOTARY PUBLIC
SUSAN RAINWATER
MY COMMISSION # 12389309
EXPIRES: NOVEMBER 19, 2028
Craighead County

SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Shannon Kee Sex _ Date of Birth

2. Home Address 416 CR 728 Craighead County, Phone No. 870-761-0496
Street City Zip 72405

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? Yes

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 preceeding 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 preceeding 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:

Relationship	Full Name	Address	Occupation
Wife	Elaine Kee	901 N. Church St. Jonesboro, AR 72401	Construction
Daughter	Hailey Clifton	" "	Construction
Son	Austin Kee	" "	Construction

(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:

416 CR 728, County Road, Craighead County, AR 72405

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

Your Business or Occupation	Name & Address of Employer	Dates of Employment
Owner	Kee Construction 901 N. Church St. Jonesboro, AR 72401	1/94 - Present

I hereby state on oath that I will not violate any law of this State or any regulation of the Alcoholic Beverage Control Division, nor will any agent or employee be allowed to violate any law or regulation. It is hereby consented that the licensed premises and its books and records shall be open at all times to all law enforcement officials without warrant or other legal process.

Applicant's Signature

STATE OF ARKANSAS

COUNTY OF CRAIGHEAD

SHANNON KEE, 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 13TH day of AUGUST, 2026.

Susan Rainwater
Notary Public

My Commission Expires: 11/19/2028

SUSAN RAINWATER
NOTARY PUBLIC
STATE OF ARKANSAS
MY COMMISSION # 12395301
EXPIRES: NOVEMBER 19, 2028
Craighead County

AUTHORITY TO RELEASE INFORMATION

Application filled 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.

Shannon Kee

Signature – Full Name

8/13/26

Date

416 CR 728, Craighead County

Home Address

AR 72405

City State Zip

416 CR 728, Craighead County

Mailing Address

AR 72405

City State Zip

870-761-0496 870-761-0496

Contact Phone Business Phone

ekee@keeconstruction.net

Email Address

Subscribed and sworn to before me this 13TH day of AUGUST, 2026.

Susan Rainwater

Notary Public

My Commission Expires: 11/19/2028

SUSAN RAINWATER
MY COMMISSION # 12380500
EXPIRES: NOVEMBER 19, 2028
Craighead County

141 Prime Restaurant

141 Prime Restaurant is a restaurant private club and exists for the purpose of common recreational, social, community hospitality and benevolent purposes including but not limited to supporting 501(C) (3) entities and conducting charitable activities in Craighead County, Arkansas.

141 Prime Restaurant will support the Craighead County Community Foundation as well as other charities in Jonesboro and Craighead County.

The private club will benefit these and other entities both financially and with in-kind food donations. The private club will serve food and provide dining for its members and guests. On occasion live music and dancing will be provided for members and guests.

141 Prime Restaurant

Signature List

JEFF RADER	3901 NEW POND HILL DR., JONESBORO, AR 72405	8709466149
AGEE SUSAN	105 JESSICA LANE, BROOKLAND, AR 72417	8705301609
ALEXANDER CARRIE	4800 RESERVE BLVD D12, JONESBORO, AR 72405	8702191825
AMICK KRISTEN	299 CR 4242, JONESBORO, AR 72404	8709308316
BALTZ JOE	176 CR 7455, JONESBORO, AR 72405	8702191975
BARNETT MATTHEW	301 WINDOVER ROAD, JONESBORO, AR 72401	8702832196
BARRETT TIFFANY	429 WILDWOOD POINT, JONESBORO, AR 72404	8709265451
BARTLET JOYLYN	328 CR 751, JONESBORO, AR 72405	8709951229
BARTLETT MALLORY	4322 KNOLLCREST SR. , JONESBORO, AR 72404	8176737866
BENTLEY SHANNON	3305 WINGED FOOT COVE, JONESBORO, AR 72405	8703405100
BERRY AMANDA	3378 CR 945, BROOKLAND, AR 72417	8708100403
BOOK VICTORIA	1500 HWY 18 , LAKE CITY, 72437	8702197510
BREGY HARRISON	1204 LAYMAN DR., JONESBORO, AR 72404	8708971438
BROWN MORGAN	57 EVERETT BOLTON LANE, BROOKLAND, AR 72417	8702736977
BURNSIDE GARY	4716 INVERNESS RUN, JONESBORO,AR 72405	8702431825
BUTLER DAVID	201 CONSTITUTION DR. JONESBORO, AR 72401	8702734637
CARLOW JORDAN	505 JILL DR., JONESBORO, AR 72404	8709263346
CASEY KERAGAN	4310 MAKALA LANE #376, JONESBORO, AR 72404	8705304416
CASEY MORGAN	4209 CLUBHOUSE DR., JONESBORO, AR 72401	8705304485
CLARK TALEENA	6604 EVAN COVE, JONESBORO, AR 72404	8709262517
CLOSSAN JEFFREY	5920 NEWCAWSTLE DR., JONESBORO, AR 72405	8707611721
CLOSSAN JORDAN	5202 RESERVE BLVD., JONESBORO, AR 72405	8705305624
COCKRELL SUMMER	1711 ARCH ST. #14C, JONESBORO, AR 72401	8702758857
COHEN JEREMY	1605 LEAF COVE, JONESBORO, AR 72401	8709743188
COLE GRANT	1009 COBB ST., JONESBORO, AR 72401	5732810712
COLEMAN ERIN	1207 4TH ST. #A , LAKE CITY, AR 72437	8709174016
COLLIER KATIE	4860 GREGORY DR., JONESBORO, AR 72405	8705307779
COLLIER TAMMY	112 DENNIS ST., LAKE CITY, AR 72437	8702736372
COOK MERREDITH	112 GRAYSON, JONESBORO, AR 72404	8709194425
COOPER LYNN	2201 BRYNEWOOD, JONESBORO, AR 72404	8702192497
CRAIG BRIDGETTE	4602 CLUBHOUSE DR., JONESBORO, AR 72405	8709181715
CRAWFORD JARRED	709 JILL DR., JONESBORO, AR 72404	8708220210
CUMONS NATASSIA	307 N. BERNIS ST. #1, BROOKLAND, AR 72417	8706048735
CUNNINGHAM SUNNIE	2812 GLENWOOD COVE, JONESBORO, AR 72401	8706374180
DAVIS ANGEL	909 GLOUCETER DR., JONESBORO, AR 72401	8708199195
DAVIS BRAD	4424 LOCHMOOR CIR., JONESBORO, AR 72405	8702435842
DAVIS MELANIE	3100 PRESTWICK CIR., JONESBORO, AR 72405	8708979884

DAVIS TONY	209 HWY 49B, BROOKLAND, AR 72417	8708681367
DAWSON SHANNON	905 JONATHON DR., JONESBORO, AR 72405	8705309151
DAY KIM	2209 WAYNESBORO, JONESBORO, AR 72404	8702752402
DAY SHELBY	4117 CHAPEL HILL DR., JONESBORO, AR 72404	8709268305
DEAREN EASON	3368 CR 745, JONESBORO, AR 72405	8709264666
DENISTON MELISSA	316 ALBANY DRIVE, JONESBORO, AR 72404	8709338590
DOZIER MADELYN	908 LEAWOOD COURT, JONESBORO, AR 72404	8704763698
FENDER CIARA	1519 CHARLES DR., JONESBORO, AR 72405	8705863132
FERGUSON JENNIFER	767 CR 620, JONESBORO, AR 72404	8705308162
FIELDS JONATHAN	1003 NEVILLE ST., JONESBORO, AR 72401	8708667048
FLEMING TAYLOR	1401 JORDAN ST., LAKE CITY, AR 72437	8705304794
FOSTER BRIAN	1024 VILLA, JONESBORO, AR 72405	9018490530
FREGO JON	911 LAKE CREST DR., JONESBORO, AR 72405	8707614088
FURNISH MARGARET	161 CR 4241, JONESBORO, AR 72404	8709264674
GEORGE ABBEIGH	1007 CHESETNUT ST., JONESBORO,AR 72401	8702739909
GLASCO KELLEY	1815 ELLEN DRIVE. JONESBORO, AR 72404	8708971988
GOFF JESSICA	6040 WISTERIA LANE, JONESBORO, AR 72404	8707618055
GRAHAM JENNY	4604 CLUBHOUSE DR., JONESBORO, AR 72405	9016016621
GRIFFIN DEVON	508 MAUMELLE ST., LAKE CITY, AR 72437	8707615756
HAILEY CLIFTON	965 CR 7285 , JONESBORO, AR 72401	8702197232 OFFICER
HALL TIFFANY	1105 W. NETTLETON, JONESBORO, AR 72401	8706669675
HAMMETT CAROLE	966 CR 763, BROOKLAND, AR 72417	8703516531
HAMPTON LACEE	6513 MERRELL DR., JONESBORO, AR 72404	8709192494
HANCOCK DEREK	2761 CR 759, JONESBORO, AR 72405	5013597633
HARGROVE KATHY	3604 MARZEE ANN, JONESBORO, AR 72401	8702430947
HARRIS ANNE	6416 STADIUM BLVD, JONESOBOR, AR 72404	8707060204
HART DANA	3407 BOLT BLVD, JONESBORO, AR 72405	9702190324
HASKINS JANA	4201 CHULA DR., JONESBORO, AR 72405	8705309228
HAYS KELLY	394 CR 781, JONESBORO, AR 72405	8702844810
HERROLD NICOLE	107 RIVERCREST DR., BROOKLAND, AR 72417	9018279065
HOLLAND SAM	4704 INVERNESS RUN, JONESBORO, AR 72405	8702437916
HOPKINS HAYDEN	2307 GLENWOOD DR., JONESBORO, AR 72401	8709192078
HOWARD CHARLOTTE	2305 RUSHER LANE, JONESBORO, AR 72404	8709193081
HOWARD DON	2486 CR 757, JONESBORO, AR 72405	8709265851
HUCKABY RANDILYNE	3117 PRESTWICK CIRCLE, JONESBORO, AR 72405	8702190601
HUDSON KIRSTEN	212 REDWOOD DR. APT A, BONO, AR 72416	8702061766
HYDRICK BOBBI	1204 THRUSH RD., JONESBORO, AR 72401	8702272605
IDOL ALEXIS	4753 CR 745, JONESBORO, AR 72405	8705655610
ISHMAEL AL	2618 N. MAIN ST., JONESBORO, AR 72401	8709720112
ISHMAEL LOUISE	1194 CR 307, JONESBORO, AR 72401	8704506224
JANSEN MONICA	915 ARROWHEAD FARM RD, JONESBORO, AR 72401	8709262638
JESSUP DYLAN	1405 PAMELA DR., LAKE CITY, AR 72437	8702197510
JULIAN THOMAS	1226 OAK MEADOW BLVD., JONESBORO, AR 72401	8702735122
JUNKERSFIELD LAURA	5205 MT. CARMEL RD., JONESBORO, AR 72404	8709262338

KEE ELAINE	416 CR 728, JONESBORO, AR 72405	8707610004 OFFICER
KEE MIKE	276 CR 773, JONESBORO, AR 72401	8708029333
KEE SHANNON	416 CR 728, JONESBORO, AR 72405	8707610496 OFFICER
KEITH KARA	1104 THRUSH RD, JONESOBORO, AR 72401	5018605081
KIRBY BRYAN	4316 CLUBHOUSE DR., JONESBORO, AR 72405	8702195124
KRZTON GINA	4108 STOKE DR., JONESBORO, AR 72405	8705657883
LASSEN KAYLA	109 OAK MEADOW CIR., BROOKLAND, AR 72417	8705304795
LOIACANO OLIVIA	217 EAST ST., JONESBORO, AR 72401	8709192377
LONG CARY	2315 NEELY RD., JONESBORO, AR 72404	8705327113
MADISON JONATHAN	205 CODY LANE, BROOKLAND, AR 72417	8708970668
MARTILLO SIMON	723 LOCUST DR., JONESBORO,AR 72401	8705250866
MARTIN TOM	5004 HWY 351, JONESBORO, AR 72405	8702198286
MATHEWS CHRIS	325 SAVANNAH DRIVE, JONESBORO, AR 72404	8704085018
MATTIX SUSAN	4408 SUMMIT RIDGE, JONESBORO, AR 72404	8709267069
MAYNARD TERI	5111 CR 745, JONESBORO, AR 72405	8709266297
MCCOLE JONATHAN	566 CR 338, JONESBORO, AR 72401	8708727080
MCCOLLUM LISA	4017 SAGE MEADOW BLVD, JONESBORO, AR 72405	8702199866
MCDONALD ALI	460 CR 714, JONESBORO, AR 72405	8702435762
MCGINNIS HANNAH	616 DOGWOOD LANE, JONESBORO, AR 72401	8702199313
MCGINNIS JEREMY	307 WATERTREE DR., JONESBORO, AR 72401	8705305614
MEADOWS ASHLEY	535 CR 793 BROOKLAND, AR 72417	8709197651
MEADOWS MICHAEL	3663 E. PARKER ROAD, JONESBORO, AR 72401	8709190960
MEADOWS RICK	PO BOX 16597 JONESBORO, AR 72403	8709196310
MIROCKE ANDREW	6509 JULIA LANE, JONESBORO, AR 72404	8162699429
MUNAR JEREMY	207 CR 7457, JONESBORO, AR 72405	87089700772
MURPHY JACE	2112 OAK MEADOR COVE, JONESBORO, AR 72401	8703163067
MYER ASHLEY	5820 NEWCASTLE DR., JONESBORO, AR 72405	8705656902
NALANG JERVAN	1008 HALTOM ST. APT.3, JONESBORO, AR 72401	8705589995
NOELL ETHAN	3675 HWY 91 W,. JONESBORO, AR 72404	8702751416
OLICIA JO-ANN G.	2505 JUDES WAY, JONESBORO, AR 72404	8705588044
ONSTEAD CASEY	5252 S. CULBERHOUSE RD., JONESBORO, AR 72404	4794229952
OSMENT VICTORIA	122 SAMANTHA DR., BROOKLAND, AR 72417	8702404009
PAK WILL	73 CR 303 JONESBORO, AR 72401	8707183453
PEARSON TRACY	802 N. CARAWAY ROAD, JONESBORO, AR 72401	8702193503
PETERSEN GRACE	577 CR 728, JONESBORO, AR 72405	8707617687
POE SUMMER	4988 ABERDEEN DR., JONESBORO, AR 72405	8702199939
POOL BILLY	4716 WINGED FOOT, JONESBORO, AR 72405	8709197665
PORTER PATRICIA	2103 SWEET GUM DR., JONESBORO, AR 72401	8705300655
POSTLEWAIT HAYLEY	2201 RICH COVE, JONESBORO, AR 72401	8705143712
PUCKEDTT ASHLEY	108 LEONARD DR., BONO, AR 72416	8707186568
RAINWATER ASHLEIGH	5614 GREENBROOK COVE, JONESBORO, AR 72404	8709264367
RAINWATER SUSAN	1603 LOBERG LANE, JONESBORO, AR 72401	8707618000
REDDICK JORDAN	3001 BERKSHIRE COVE, JONESBORO, AR 72405	8707619200
SALDANA JUAN	1611 AUBURN PLACE, JONESBORO, AR 72401	8705209848

SANTOS KARLA DE LOS	745 LOCUST DR., JONESBORO, AR 72401	8705589350
SANTOS MANUEL DE LOS	1507 WOODFIELD ST., JONESBORO, AR 72401	8705305090
SEXTON BILLY	4701 LOCHMOOR CIR., JONESBORO, AR 72405	8708974196
SIEBERT RHEANNA	470 CR 338, JONESBORO, AR 72401	8705954508
SMITH ASHTON	4310 MAKALA LANE #296, JONESBORO, AR 72404	8709194237
SMITH ASHTON	701 PYLAND ST., LAKE CITY, AR 72437	5733440212
SMITH JUDY	1404 MILLER STREET, LAKE CITY, AR 72437	8709269758
SPARROD CALVIN	4804 INVERNESS RUN., JONESBORO, AR 72405	8702191488
STEELE JOELY	5244 PROSPECT TRAIL, JONESBORO, AR 72405	4796923327
SUTTON ABBEY	2914 SIERRA COURT, JONESBORO, AR 72404	8705301868
SWINDLE KENNY	1702 PARAGOULD DR., JONESBORO, AR 72401	8707615809
TEDDER CALI	1516 HILLSIDE DR., JONESBORO, AR 72401	8709267427
THOMAS CAMILLE	260 WOLF DEN, JONESBORO, AR 72405	8707760881
THOMAS KEITH	4635 CLUBHOUSE DR., JONESBORO, AR 72405	8702436585
THOMAS MAKENZIE	206 N. HUNTER, JONESBORO, AR 72401	8702534102
THOMPSON CHELSEA	3510 BIG CREEK COVE, JONESBORO, AR 72404	8708383905
THROGMARTIN JIM	1425B HAVEN ST., JONESBORO, AR 72401	8709264611
TINKER LANNY	3924 NEW POND HILL DR., JONESBORO, AR 72405	8707591355
TUCKER TRACY	102 DALLAS AVE., CARAWAY, AR 72419	8708974551
TURLEY MIKE	4206 ROYAL OAK, JONESBORO, AR 72405	8702193626
TURNER CHRISTINA	102 JANIS DR., BROOKLAND, AR 72417	8707611633
VIALA CHRIS	4417 LOCHMOOR CIR., JONESBORO, AR 72405	8702730719
VOLNER JORDAN	3500 WESTERN GALES, JONESBORO, AR 72405	8708979866
WADDELL CHAD	4631 CLUBHOUSE DR., JONESBORO, AR 72405	8709720489
WALLACE ALANNAH	94 CR 466, JONESBORO, AR 72404	8704560570
WALLACE MEAGAN	4110 PEACHTREE AVE., JONESBORO, AR 72405	8705032838
WALLER ABBY	123 CONSTITUTION DR., JONESBORO, AR 72401	8703589098
WALTERS STEVE	410 E. LAWSON RD, JONESBORO, AR 72404	8708575816
WHEELEY SR. CLIFTON	2210 COUNTRYVIEW CREEK, JONESBORO, AR 72404	8707617865
WHEELEY SR. CLIFTON	4600 PLYMOUTH ST., JONESBORO, AR 72405	8709196099
WHITE HANNAH	3840 HWY 163, JONESBORO, AR 72404	8702171216
WHITE STEVE	103 ROSE STREET, JONESBORO, AR 72401	8708386328
WHITE TERRY	5005 ABERDEEN RD., JONESBORO, AR 72405	8702437916
WHITLOCK MATT	588 CR 7285, JONESBORO, AR 72405	5737173684
WIILLIAMS SUSAN	PO BOX 432, BROOKLAND, AR 72417	8702192807
WILKERSON DAKOTA	293 CR 350 BONO, AR 72416	8708103340
WILLIAMS ALEXIS	2108 QUARRY COVE, JONESBORO, AR 72404	8705303795
WILLIAMS ALEXIS	4110 CORNERSTSONE DR., JONESBORO, AR 72405	8705300740
WILSON JOSH	3304 MUIRFIELD COVE, JONESBORO, AR 72405	8708165247
WILSON JUSTIN	30 CR 7280, JONESBORO, AR 72405	5019935561
WINSTEAD RACHEL	2104 QUARRY COVE, JONESBORO, AR 72404	8702272423
WOODRUFF GLADYS	2022 PENWOOD COVE, JONESBORO, AR 72401	8702738576
WYATT TANJA	4423 CR 745, JONESBORO, AR 72405	8703161860
WYATT THAD	3629 BLUERIDGE CIR. JONESBORO, AR 72401	8707610616

LEASE AGREEMENT

STATE OF ARKANSAS – COUNTY OF CRAIGHEAD

THIS AGREEMENT made in multiple copies and entered between **Shannon Kee, 416 CR 728, Craighead County, Arkansas, 72405** herein designated as Landlord, and **141 Prime Restaurant, 2740 N. Church Street, Jonesboro, Arkansas, 72401** herein designated as Tenant.

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

Approximately 5,000 square feet referred to as 141 Prime Restaurant, 2740 N. Church Street, Jonesboro, AR., 72401 (herein after referred to as the "demised premises").

The said building referred to as the "Building."

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

Commencing on August 1, 2026, and ending on August 1, 2031.

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

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

Year one: $5,000.00 monthly, $60,000.00 per year.

Years two through five: $60,000.00 per year.

One such monthly installment together with a security deposit equal to $5,000.00 shall be payable by Tenant to Landlord in advance, without demand, upon Tenant's Execution of his lease, and a like monthly installment shall be due and payable on or before the first day of each succeeding calendar month during the term hereof. Rent for any fractional month at the beginning or end of the lease term shall be prorated daily. All rent is due in the office of Property Owner on or before the first day of each month. If any installment of rent is not

received by Property Owner by the fifth (5th) day of the month. Tenant agrees to pay Property Owner in additional rent, a late charge of $15.00 per day retroactive to the first day of the month. If rent remains unpaid for thirty (30) days, Tenant agrees to pay interest at the rate of 1-1/2% per month on the unpaid balance, including late charges. The security deposit shall be held by Property Owner as security for the performance by Tenant of Tenant's covenant, and obligations under this lease, it being expressly understood that such deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may at Landlord's sole option, from time to time, without prejudice to any other remedy, apply such deposit to the extent necessary to any arrearages of rent and any other damage, injury expense, or liability caused to Property Owner by such event of default. Following any such application of the security deposit, Tenant shall pay to Property Owner on demand the amount so applied to restore the security deposit to its original amount. If Tenant is not then in default hereunder, any remaining balance of such deposit shall be returned by Landlord to Tenant upon termination of lease upon delivery of the demised premises in good condition as hereinafter provided. If Property Owner transfers its interest in the demised premises during the lease term, Property Owner shall assign the security deposit to the transferee and hereafter shall have no further liability for the return of such security deposit.

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

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

4. **TENANT'S REPAIRS AND ALTERATIONS.** Tenant will not in any manner deface, damage, or injure the building, and will pay the cost of repairing any damage or injury done to the building or any part thereof by Tenant or Tenant's agents, employees, and invitees. Tenant shall throughout the term of this lease take

diligent care of the demised premises and keep them free from waste and nuisance of any kind. Tenant agrees to keep the demised premises, including all fixtures installed by Tenant and any plate glass, in good condition and make all necessary repairs. At the end or termination of this lease, Tenant shall deliver up the demised premises with all improvements located thereon, except as provided in this paragraph, in good repair and condition, reasonable wear and tear exempted. Tenant shall not make or allow to be made any alterations or physical additions in or to the demised area without the prior written consent of Property Owner. At the termination of this lease Tenant shall, if Property Owner so elects, remove all alterations, physical additions or improvements erected by Tenant and restore the demised premises to their original condition, otherwise such improvements shall be delivered up to Property Owner with the demised premises. All furniture and moveable trade fixtures installed by Tenant may be removed by Tenant at the termination of this lease if Tenant so elects and shall be removed if Property Owner so elects. All such removals and restoration shall be accomplished in a good skillful manner so as not to damage the building. Tenant has inspected the demised premises and accepts them in their existing condition.

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

6. **MAINTENANCE.** Tenant will maintain the demised premises in a clean and healthful condition, and comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to use, condition, or occupancy of the demised premises.

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

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

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

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

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

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

13. **HOLDING OVER.** Should Tenant, or any of its successors in interest, hold over the demised premises, or any part thereof, after the expiration of the terms of this lease unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy from month to month only, at a rental equal to the rent paid for the last month of the term of this lease plus fifty percent (50%) of such amount. The inclusion of the preceding sentence shall not be construed as Landlord's consent for the Tenant to hold over.

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

15. **INCREASED EXPENSES.** Tenant is quoted a gross lease and shall receive no increased expenses. The term "operating expenses" as used herein, means all direct costs of operation and maintenance of the Building, as determined by standard accounting practices, and includes the following costs by way of illustration but not limitation; ad valorem taxes and assessments and personal property taxes (except those payable by the Tenant under the provisions of this lease), insurance premiums, licenses, permit and

inspection fees utility charges, heating and air conditioning expenses, repairs, garbage and waste disposal expenses, salaries, labor, materials and supplies, maintenance contracts management and leasing expenses janitor services and supplies, security and alarm systems, pest control. The term "operating expenses," as used herein, shall not include depreciation on the building or equipment, interest, or capital expenditures.

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

(a) Tenant shall fail to pay any installment of the rent hereby reserved on or before the 5th of each month.

(b) Tenant shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.

(c) Tenant shall make an assignment for the benefit of creditors.

(d) Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

(e) A receiver or Trustee shall be appointed for all or substantially all the assets of Tenant

(f) Tenant shall desert or vacate any substantial portion of the demised premises for a period of fifteen (15) days or more.

(g) The assignment by Tenant of all or any part of its property or assets for the benefit of creditors of the levy of execution, attachment or taking of property, assets, or the leasehold interest of Tenant by process of law or otherwise in satisfaction of any judgment, debt, or claim.

17. **REMEDIES.** Upon the occurrence of any event of default specified in Paragraph 16 hereof, Property Owner shall have the Option to pursue any one or more of the following remedies without any

Notice or demand whatsoever:

(a) Terminate this lease in which event Tenant shall immediately surrender the demised premise to

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

(b) Enter upon and take possession of the demised premises and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim for damages therefore, said if Landlord so elect relet the demised premises and receive the rent therefore; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting and all expenses Landlord may incur in reletting the premises.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies Provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Property Owner hereunder or of any damages occurring to Property Owner by reason of the violation of any of the terms, provisions and covenants herein contained. Landlord's acceptance of rent following an event of default hereunder shall not be construed as Landlord's waiver of

such event of default. No waiver by Property Owner of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Property Owner to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Tenant acknowledges that any payments received by Property Owner while Tenant is in default are accepted with full reservation of all rights hereunder by Property Owner

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

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

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

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

date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding, and selling of the property (including reasonable attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus shall be paid to Tenant or as otherwise required by law, and the Tenant shall pay any deficiencies forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to Property Owner a financing statement in form sufficient to perfect the security interest of Property Owner in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in this state. Any statutory lien for rent is not hereby waived, the security interest herein granted being in addition and supplementary thereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS, the signature of the parties hereto in multiple copies, this 13th day of August, AD 2026.

TENANT:

By: _____

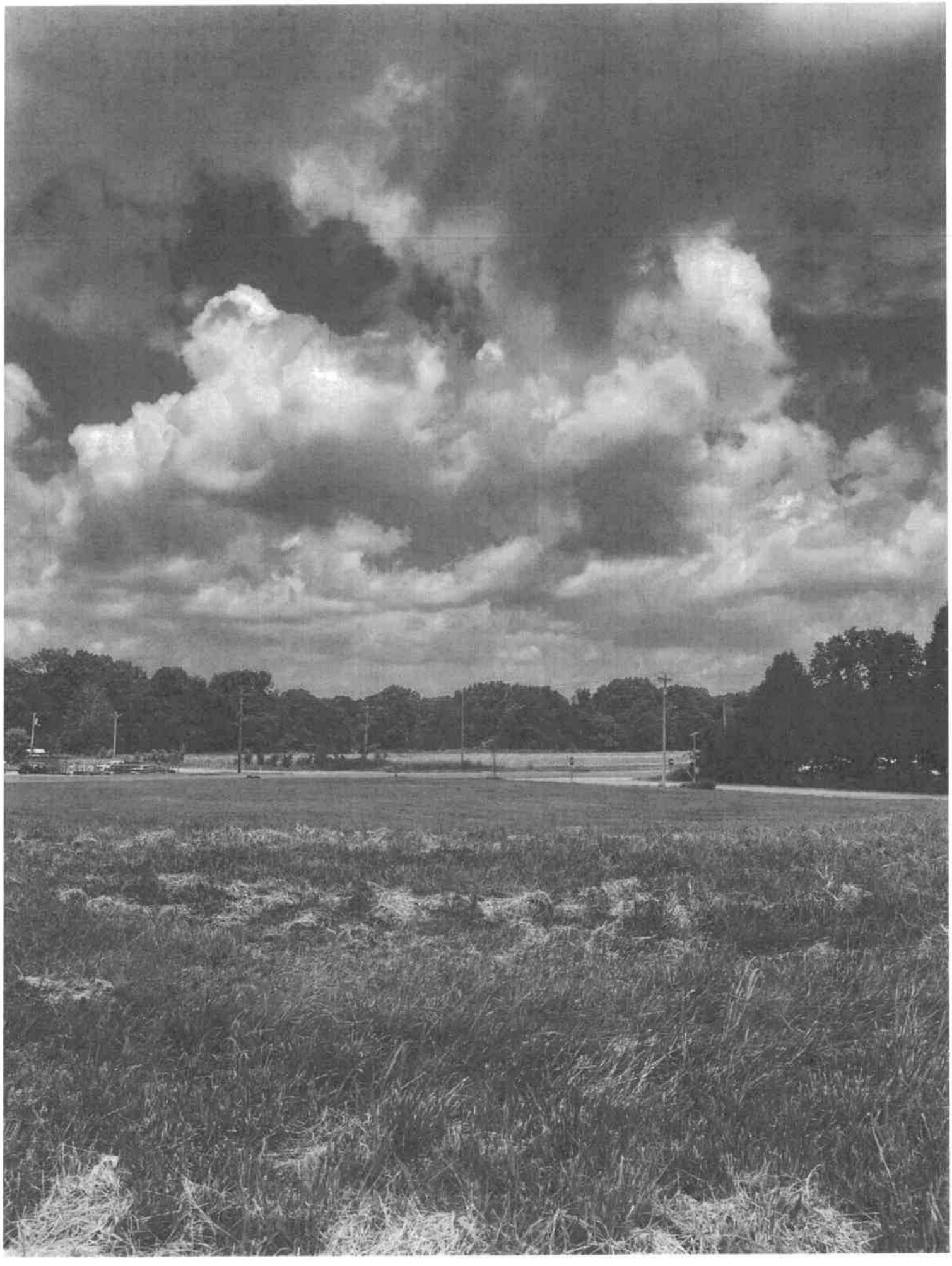
Owner

141 Prime Restaurant

LANDLORD:

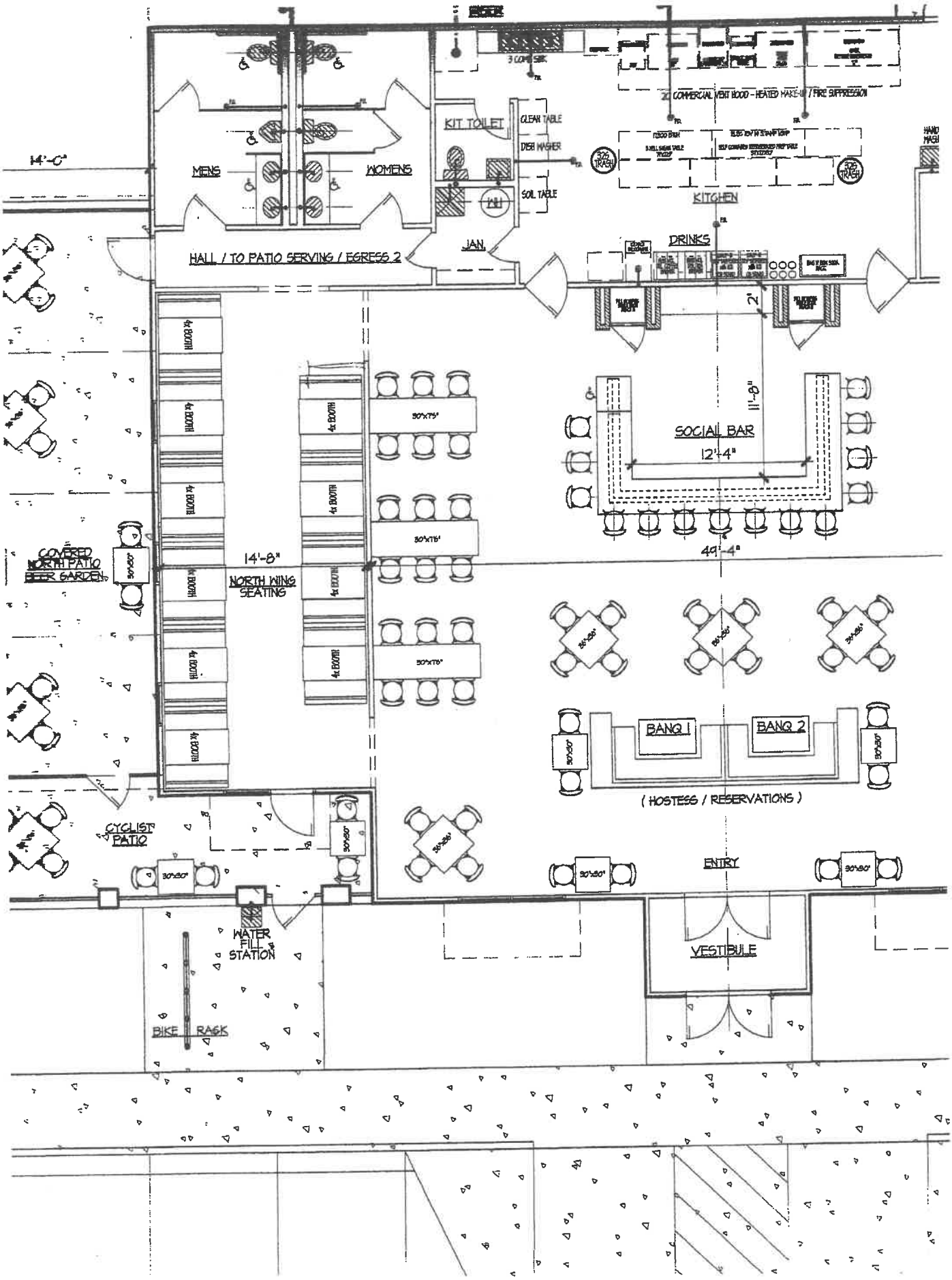
By: _____

Shannon Kee








14'-0"
MENS
WOMENS
KIT. TOILET
CLEAR TABLE
DISH WASHER
SOIL TABLE
JAN.
HALL / TO PATIO SERVING / EGRESS 2
KITCHEN
DRINKS
SOCIAL BAR
12'-4"
11'-8"
49'-4"
4x BOOTH
30"X75"
30"X76"
COVERED NORTH PATIO BEER GARDEN
14'-8"
NORTH WING SEATING
BANQ 1
BANQ 2
(HOSTESS / RESERVATIONS)
CYCLIST PATIO
ENTRY
VESTIBULE
WATER FILL STATION
BIKE RACK

141 Prime Restaurant

Starters

Shrimp Cocktail – Served with cocktail & remoulade sauces. $17.50

Oysters Rockefeller ½ dozen - Baked oysters with spinach & parmesan. $25.00

Fried Mozzarella - Served with marinara and ranch. $8.50

Spinach and Artichoke Dip – Served with warm tortillas. $12.50

Firecracker Shrimp – Lightly fried popcorn shrimp tossed in a spicy remoulade sauce. $14.00

Stuffed Mushrooms – Stuffed with lumped crabmeat and Monterrey Jack cheese. $12.00

Boiled Shrimp – Served hot or cold 1 lb $18.00

Soups & Salads

Lobster Bisque $16.00

Gumbo – Chicken & smoked sausage
Cup $5.00 Bowl $9.00

Red Beans & Rice
Cup $6.00 Bowl – served with toast. $12.00

141 Prime Wedge Salad – Red onion, bacon, tomatoes & bleu cheese dressing. $12.00

Caeser Salad $8.00
Add chicken $2.00 Add steak $5.00

House Salad $4.00

Ranch, Thousand island, Italian, Ceaser, Raspberry Vinaigrette, Bleu Cheese, Wine and Cheese

Steaks, Chops & More

Bone-in Ribeye – 16oz. $40.00

Certified Angus Ribeye – 8oz. $22.00

New York Strip – 12oz. $27.00

Filet Mignon – 6oz. $28.00

Aged Sirloin – 8oz. $17.00

Steak toppers: Creamy garlic shrimp $6.00
Sauteed lobster $8.00

Bone-in Pork Chop $18.00

Braised Short Rib $23.00

The above selections are served with two sides

Entrees

Pan-Seared Blacken Salmon $18.00

Shrimp & Grits $23.00

Loaded Chicken – topped w/ bacon, sweet peppers, onions & monterey jack cheese. $16.00

Gulf Coast Catfish $14.00

Tuscan Chicken Pasta – linguine, grilled chicken, spinach in an alfredo sauce. $22.00

Cajun Shrimp Alfredo – Sauteed shrimp with peppers, tomatoes and onions tossed in a creamy cajun alfredo over linguine. $23.50

**All entrees served with two sides except for the pasta dishes. **

Sandwiches

141 Prime Burger – Grilled steak burger with sauteed onions with cheddar and swiss cheeses. $11.00

Prime Rib Sandwich – Slow roasted prime ribeye topped with swiss cheese on a hoagie bun. $13.00

Grilled Chicken Sandwich – Grilled chicken breast with sauteed peppers, onions and American cheese on a hoagie bun. $10.00

** All sandwiches served with one side. **

Kids Menu

Chicken Nuggets w/ fries. $5.00
Grilled Cheese Sandwich w/ fries $4.00
Burger Sliders w/ fries $6.50
Cheese Quesadilla w/ fries $4.50

Sides

French fries, Baked potato, garlic mashed potatoes, Sauteed green beans, Dirty rice, Sweet potato, Asparagus, Brussel sprouts, Mac n Cheese

Desserts

Strawberry Cake $5.00
New York Cheesecake $6.00
Hot Fudge Brownie A La Mode $6.50

Beverages

Coke, Diet Coke, Sprite, Dr. Pepper, Mt. Dew, Lemonade $2.00
Tea - Sweet/Unsweet $2.00
Coffee $2.00

Details Reports

File #:	ORD-26:037 Version: 1	Name:	A 1
Type:	Ordinance	Status:	D
File created:	9/9/2026	In control:	C
On agenda:	9/15/2026	Final action:	1
Title:	AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A P		
Attachments:	1. Application Redacted, 2. Publication Receipt		

History (3) Text

3 records Group Export

Date	Ver.	Action By	Action
10/20/2026	1	City Council	Denied
10/8/2026	1	City Council	Held at second reading
9/15/2026	1	City Council	Held at one reading

City of Jonesboro - Action Details

Details

File #:	ORD26037 Version: 1
Type:	Ordinance
Title:	AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIME RESTAURANT
Mover:	Chris Gibson Seconder: Chri
Result:	Pass
Agenda note:	
Minutes note:	Councilmember Dr. Anthony Coleman said, I just think for the rec the last time there was a permit that was close to a school, that I I just want that noted. Councilmember Chris Moore said, I'm sorr the microphone? Councilmember Dr. Anthony Coleman said, I'm s we had discussions on an ordinance that was concerning a permit disagreed with that, and so I just wanted to say that that's my ma school, and that's why I don't agree with that permit. Mayor Cope Councilmember L.J. Bryant said, Mayor, ditto. Councilmember Kev agree with Dr. Coleman's assessment that that's close to a school. Councilmember Janice Porter said, and I would also add that in th superintendent asked us to decline to grant the permit. Councilme record, and I know, I mean, I've been on the Council longer than passed an ordinance that outlined a procedure for the approval of with Carol's recommendation, so that she would be able to reasor arbitrary and capricious decisions that the Council might make. Ar picking winners and losers. Since we adopted that procedure, to r down one application in the more than 40 that applied, and that v service. The proximity to a school is not a determining factor on t the contrary, the Council has approved liquor license directly adja was thinking about it today. The All Saints Classical School operat sold the end of their parking lot to Brick Oven Pizza on the conditi liquor license, and we subsequently approved it. Blessed Sacrame license in-house. The largest school in Northeast Arkansas, Jonesl

Exhibit "B"

Sign In

City Clerk Home | Legislation | Calendar | City Council, Board & Commissions | Departments | People | Live Proceedings

RSS

Details Reports

File #:	ORD-26:037 Version: 1	Name:	A 1
Type:	Ordinance	Status:	D
File created:	9/9/2026	In control:	C
On agenda:	9/15/2026	Final action:	1
Title:	AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A P		
Attachments:	1. Application_Redacted, 2. Publication Receipt		

History (3) Text

3 records Group Export

Date	Ver.	Action By	Action
10/20/2026	1	City Council	Denied
10/8/2026	1	City Council	Held at second reading
9/15/2026	1	City Council	Held at one reading

City of Jonesboro - Action Details

Details

File #:	ORD26037 Version: 1
Type:	Ordinance
Title:	AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIME RESTAURANT
Mover:	Seconder:
Result:	
Agenda note:	
Minutes note:	Kenny Broadway, 2923 North Church, said, I'm just down the roac Your rezoning signs look like to me they're on the wrong property. Thomas Green and Church Street, and the place you got the rezoı far as the liquor permit, why in the world would you put a liquor p of the school? And it's a residential area out there and it always hı wouldn't let him do it up at KAIT Road, so why in the world would this is a single family dwelling area out there, and I think there's a know, so we oppose it. Thank you. Mayor Copenhaver said, okay, (Someone off camera and off mic said something, but you cannot
Action:	Held at second reading
Action text:	Held at second reading

Votes (0:0)

0 records

Person Name
No records to display.

Details Reports

File #:	ORD-26:037 Version: 1	Name:	A 1
Type:	Ordinance	Status:	D
File created:	9/9/2026	In control:	C
On agenda:	9/15/2026	Final action:	1
Title:	AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A P		
Attachments:	1. Application Redacted, 2. Publication Receipt		

History (3) Text

3 records Group Export

Date	Ver.	Action By	Action
10/20/2026	1	City Council	Denied
10/8/2026	1	City Council	Held at second reading
9/15/2026	1	City Council	Held at one reading

City of Jonesboro - Action Details

Details

File #:	ORD26037 Version: 1
Type:	Ordinance
Title:	AN ORDINANCE FOR THE APPROVAL OF AN APPLICATION FOR A PRIME RESTAURANT
Mover:	Seconder:
Result:	
Agenda note:	
Minutes note:	Councilmember John Street motioned, Seconded by Councilmemb and offer ORD-26:037 by title only. All voted aye. James Elwyn Hi these, they tell us where these are located, and I kind of wonder because it's not wanted for people to know where this is located. not know, this is right around the corner from this elementary sch Church. It is right around as you come around on Church, it'll be r too close to an elementary school. The people in this, they had, w things, saying people, they don't want hanging around that schoo request before. But I think if people realize where this is being asl parent that has a child at that elementary school objects to this. M Road, said, I'm the attorney for Kee Construction and Shannon an the information in your packets that have been submitted to you. we're here in case you have any questions. We'd be happy to ans answer, we'll get one to you. That's all I needed to say. Thank you Thank you. Mayor Copenhaver said, thank you.
Action:	Held at one reading
Action text:	Held at one reading

Votes (0:0)

0 records

Person Name	Vc