

1 adjudication shall not affect the remaining portions of the resolution which shall remain in full force and
2 effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the
3 ordinance.

4 **Section 5. Repealer.** All laws, ordinances, resolutions, or parts of the same, that are inconsistent with
5 the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

6 **ADOPTED: July 7, 2020**

7 **ATTEST:**

APPROVED:

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10 _____
Susan Langley, City Clerk

_____ **Frank Scott, Jr., Mayor**

11 **APPROVED AS TO LEGAL FORM:**

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Thomas M. Carpenter, City Attorney

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1 **Exhibit 1**

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3 **LEASE MODIFICATION RELATED TO**
4 **QUARTERLY PAYMENT OF ANNUAL RENT**
5

6 The parties, as evidenced by their signatures below, modify the terms of their lease dated as of
7 February 28, 2013 (“Lease”), by and among the City of Little Rock, Arkansas, the City of Little Rock
8 Advertising and Promotion Commission (together, “Lessors”) and FWH II Little Rock, LLC (“Lessee”)
9 only as follows:

10 Lessee’s quarterly payments of Annual Rent due on April 1, 2020, July 1 2020, and
11 October 1, 2020, under the original terms of Section 5.1 of the Lease, which together total
12 One Hundred Twelve Thousand, Five Hundred Dollars (\$112,500.00) (“Deferred Rent”),
13 are now due in eight (8) equal payment amounts of Fourteen Thousand, Sixty-Two and
14 50/100 Dollars (\$14,062.50) to be made along with and in addition to Lessee’s quarterly
15 payments of Annual Rent due during calendar years 2021 and 2022 under the original terms
16 of Section 5.1 of the Lease.

17 Notwithstanding the foregoing, in the event Lessee obtains approval to assign the Lease to
18 a third party, any unpaid portion of the Deferred Rent must be paid in whole by Lessee
19 prior to effectuating the assignment.
20

21 **SO AGGREED:**

LESSORS:

22 **City of Little Rock, Arkansas**

23
24 **By:** _____
25 **Title: Mayor**

26
27 **Date:** _____

28
29 **Little Rock Advertising and Promotion Commission**

30
31 **By:** _____
32 **Title: Chair**

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34 **Date:** _____
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LESSEE:

FWH II Little Rock, LLC

By: Fairwood Capital, LLC

By: _____
Title:

Date: _____