

1 language as that attached as Exhibit A to this resolution.

2 **Section 4. Severability.** In the event any title, section, paragraph, item, sentence, clause, phrase, or
3 word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or
4 adjudication shall not affect the remaining portions of the resolution which shall remain in full force and
5 effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of the
6 resolution.

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8 the provisions of this resolution are hereby repealed to the extent of such inconsistency.

9 **ADOPTED: January 21, 2020**

10 **ATTEST:**

APPROVED:

11

12 _____
13 **Susan Langley, City Clerk**

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

14 **APPROVED AS TO LEGAL FORM:**

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16 _____
17 **Thomas M. Carpenter, City Attorney**

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1 **Exhibit A**

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3 **ESTOPPEL CERTIFICATE**
4 **(Management Agreement)**
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6 City of Little Rock, Arkansas, (“City”) a municipal corporation of the first-class duly organized in
7 accordance with Arkansas State Law, is modifying, and extending its Management Agreement lease term
8 between City, the Advertising and Promotion Commission of the City (“Commission”) and the Quapaw
9 Quarter Association (“QQA”), a non-profit corporation duly organized pursuant to Arkansas State Law and
10 registered with the Office of Secretary of State. As a condition to this lease extension, the City has required
11 the execution of this Estoppel Certificate (the “Certificate”).

12 The City is a party to a certain Management Agreement, (“Agreement”) dated March 2, 2007, as
13 modified and extended by Resolution No. 13,118 adopted April 20, 2010, as further modified and extended
14 by Resolution No. 14,539 adopted April 4, 2017, pursuant to which the City and the Commission has
15 granted QQA certain rights to manage City real property and buildings located at 615 East Capitol Avenue,
16 and at the 6th and Ferry Streets, hereinafter referred to as “the Premises”, but commonly known as “Curran
17 Hall” or the “Tate House”.

18 The Commission has operated a Visitor’s Information Center on the Premises, and the Premises were
19 restored through the cooperative efforts of the City, the Commission, and the Little Rock Visitor Foundation
20 (“the Foundation”).

21 The City and the Commission entered into the Agreement with QQA to manage the Premises and to
22 operate them as a Tourist Information Center, a Mayor’s Reception Hall for the City, and a Cultural
23 Heritage Tourism Center (collectively “TIC”).

24 Therefore, as consideration for the City, the Commission, and QQA to extend the Agreement for an
25 additional two (2), one (1)-year increments the parties certify and represent to City as follows:

- 26 1. The Agreement is in full force and effect, is valid and enforceable in accordance with its terms,
27 and has not been terminated. There was a lapse in the Agreement between it being extended;
28 however all parties agree that during that time the Agreement operated as a month to month
29 Agreement, and other than exception the Lease has not been amended, modified or
30 supplemented.
- 31 2. There are no other agreements or understandings, whether written or oral, between the City,
32 the Commission, and the QQA with respect to the Agreement, or the managed premises other
33 than during management extension periods the Agreement operated on a month-to-month
34 Management Agreement.

1 3. That the City, the Commission and the QQA are in compliance with the terms and provisions
2 of the Agreement.

3 4. There are no outstanding obligations under the Agreement that remain unsatisfied, nor are the
4 City, the Commission, or the QQA in default with respect to any obligations under the
5 Agreement, including the payment of any monies owed to any party of the Agreement in
6 accordance with the terms of the Agreement.

7 5. The undersigned has the authority to execute this Certificate.

8 **IN WITNESS WHEREOF**, the undersigned hereby executes this Certificate as of _____
9 2020, intending reliance hereon by the City, the Commission, and the QQA, including its successors and
10 assigns.

11 **CITY OF LITTLE ROCK, ARKANSAS**, a municipal corporation

12
13 By: _____

14 Name:

15 Title:

16
17 Little Rock Advertising & Promotion Commission

18
19 By: _____

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21 Quapaw Quarter Association

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23 By: _____

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