

1 further action by any of the Parties. This Agreement includes all renewals of and amendments to the Lease
2 or the Loan, until the Loan is paid in full.

3 **CONSENT OF THE CITY TO ASSIGNMENT BY JUNIOR DEPUTY BASEBALL**

4 The City consents to the above assignment of the Lease and the Collateral. If Junior Deputy Baseball
5 defaults under the Lease or the Loan, Lender may reassign the Lease *if and only if* Lender and any future
6 assignee agrees to fulfill the commitment of Junior Deputy Baseball to continue the Program which is
7 understood to be the only reason the Leased Premises have been made the subject of the Lease. The City
8 agrees that its consent to any such assignment will not be unreasonably withheld. In no event will Lender
9 attempt to assign the Lease and Leased Premises for the purposes of operating a business. Junior Deputy
10 Baseball will always be primarily responsible for all of its obligations under the Lease. If Lender enters into
11 possession of the Leased Premises, or while an assignee is responsible for the Program on the Leased
12 Premises, then Lender will assure that all payments due under the Lease and attributable to that period of
13 time will be made to the City.

14 **LEASE DEFAULTS**

15 The City agrees not to terminate the Lease, despite any default by Junior Deputy Baseball, without
16 giving Lender written notice of the default and an opportunity to cure the default within sixty (60) days
17 from the receipt of the notice. If the default is one that cannot reasonably be cured by Lender (such as
18 insolvency, bankruptcy, or other judicial proceedings against Junior Deputy Baseball), then the City will
19 not terminate the Lease so long as the City receives all sums due under the Lease for the period during
20 which Lender has assured that the Program on the Leased Premises is either in operation, or that preparation
21 for the Program is being undertaken by the Lender or the assignee.

22 **DISCLAIMER OF INTEREST**

23 The City hereby consents to the security interest of Lender only in the Collateral, and the assignment
24 of the Lease, and disclaims all interest, liens and claims which the City now has or may hereafter have in
25 the Collateral. The City agrees that any item or claim it may now have or may hereafter have in the
26 Collateral will be subject at all times the security interest of Lender in the Collateral, and will be subject to
27 the rights granted by the City to Lender in this Agreement.

28 **ENTRY ONTO LEASED PREMISES**

29 Should Junior Deputy Baseball default on the Loan from Lender, the City and Junior Deputy Baseball
30 grant to Lender the right to enter upon the Leased Premises for the purpose of removing the Collateral from
31 the Leased Premises or conducting sales of the Collateral on the Leased Premises. The rights granted to
32 Lender in this Agreement will be allowed to continue until a reasonable time after Lender receives notice
33 in writing from the City that Junior Deputy Baseball no longer is in lawful possession of the Leased
34 Premises. If Lender enters onto the Leased Premises and removes the Collateral, Lender agrees not to
35 remove any Collateral in such a way that the Leased Premises, buildings, improvements, structures, or

1 facilities are damaged. Further, if any such damage occurs, Lender shall assure that the City is reimbursed
2 for the cost of repair, unless the Lender itself makes any necessary repairs. In any event, all repairs must be
3 made to the extent that they are acceptable to the City.

4 **EMERGENCY ENTRY BY THE CITY OF CENTRAL ARKANSAS WATER**
5 **TO ACCESS WATER FACILITIES LOCATED ON THE LEASED PREMISES**

6 *Notwithstanding any other provision of this Lease, the City has provided notice that there are facilities*
7 *located on the Lease Premises that Central Arkansas Water, or the City, or some entity working in concert*
8 *the either, may have to be used in an emergency situation to provide water that can be made into potable*
9 *water for the City. If this occurs, Central Arkansas Water shall be responsible for the repair to the*
10 *Collateral. The Parties understand that any adverse impact this has immediately upon the Program, the*
11 *Collateral, or the Leased Premises, shall not be the responsibility of the City. Further, no one associated*
12 *with Junior Deputy Baseball, or the Lender, is entitled to take any action to delay or forestall such*
13 *emergency efforts.*

14 **MISCELLANEOUS PROVISIONS**

15 a. This Agreement shall extension to and bind the respective heirs, personal representatives,
16 successors and assigns of the Parties, provided that if the Lease Premises are condemned by a higher
17 governmental authority than the City, then such extension shall not occur.

18 b. The covenants of Junior Deputy Baseball and the City, except in case of a government
19 condemnation, relating to the subordination of the claim or claims of the City in favor of Lender shall
20 extend to, and be enforceable by, any transferee or endorsee to whom Lender, with the previous written
21 consent of the City, may transfer any claim or claims to which this Agreement shall apply.

22 c. This Agreement shall be governed by and construed in accordance with the laws of the State of
23 Arkansas. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive
24 venue shall be a court of competent jurisdiction in, or an alternative dispute resolution proceeding held in,
25 Pulaski County, Arkansas, and the Parties hereto agree and hereby submit to the jurisdiction of such body.

26 d. The officials who executed this Agreement hereby represent and warrant that they have full and
27 complete authority to act on behalf of the City, Junior Deputy Baseball, and Lender, respectively, and that
28 their signatures below, the terms and provisions hereof, constitute valid and enforceable obligations of each.

29 e. This Agreement shall be executed in the original, and any number of executed copies. Any copy of
30 this Agreement so executed shall be deemed an original and shall be deemed authentic for any other use.

31 f. This Agreement shall be construed without regard to the identity of the persons who drafted the
32 provisions contained herein. Moreover, each and every provision of this Agreement shall be construed as
33 though each party hereto participated equally in the drafting thereof. As a result of the foregoing, any rule
34 of construction that the document is to be construed against the drafting party shall not be applicable. The

1 Parties acknowledge that they have had full opportunity to review this Agreement with legal counsel of
2 their choice.

3 **ENTIRE AGREEMENT OR AMENDMENTS**

4 This Agreement, together with the exhibits, addenda and appendices attached hereto and incorporated
5 herein, constitutes the entire Agreement of the Parties and supersedes any and all other prior agreements,
6 oral or written, with respect to the subject matter hereof. No alternation of, or amendment to, this Agreement
7 shall be effective unless given in writing and signed by the Parties.

8 **NO WAIVER**

9 a. No waiver of a breach or violation of any term or provision of this Agreement shall operate or be
10 construed as a waiver of any subsequent breach or limit or restrict any right or remedy, otherwise available.
11 Any waiver must be in writing. Except as otherwise expressly provided herein, any consent or waiver may
12 be given or withheld in the sole and absolute discretion of the consenting or waiving party.

13 b. Lender shall not be deemed to have waived any right under this Agreement unless such waiver is
14 in writing and signed by Lender. Without notice to the City and without affecting the validity of this
15 Agreement, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan,
16 any obligors on the Loan, or any Collateral for the Loan; including without limitation extending, renewing,
17 rearranging, or accelerating any of the Loan indebtedness.

18 **SEVERABILITY**

19 If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or
20 unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid,
21 or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered
22 modified so that it becomes legal, valid, and enforceable. If the offending provision cannot be so modified,
23 it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality,
24 invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity, or
25 enforceability of any other provision of this Agreement.

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27 (The balance of this page is intentionally left blank.)
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1 JUNIOR DEPUTY BASEBALL AND THE CITY ACKNOWLEDGE HAVING READ ALL THE
2 PROVISIONS OF THIS CONSENT TO ASSIGNMENT OF COLLATERAL, AND JUNIOR DEPUTY
3 BASEBALL AND THE CITY AGREE TO ITS TERMS.

4

5 **CITY OF LITTLE ROCK, ARKANSAS**

6

7 **By:** _____
8 **Mayor Frank Scott, Jr.**

9

10 **DATE:** _____

11

12 **JUNIOR DEPUTY BABE RUTH BASEBALL BOOSTER CLUB, INC.**

13

14 **By:** _____
15 **Kori Gordon, President, Board of Directors**

16

17 **DATE:** _____

18

19 **FIRST SERVICE BANK**

20

21 **By:** _____
22 **Name**

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24 _____
25 **Title**

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27 **DATE:** _____

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