

1 Estoppel and Non-Disturbance Agreement be executed between the parties; and

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NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF LITTLE ROCK, ARKANSAS:

Section 1. City Manager is hereby authorized to execute a Landlord Estoppel and Non-Disturbance Agreement in a form suwatantically as that attached in Exhibit A and approved by the City Attorney, so that the Center may obtain a mortgage from Bank Ozk.

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

Section 3. Repealer. All laws, ordinances, resolutions, or parts of the same, that are inconsistent with the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

ADOPTED:

ATTEST:

APPROVED:

Allison Segars, City Clerk

Frank Scott Jr., Mayor

APPROVED AS TO LEGAL FORM:

Thomas M. Carpenter, City Attorney

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EXHIBIT A

THIS INSTRUMENT PREPARED BY:

J. Scott Schallhorn

Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C.

425 W. Capitol Avenue, Suite 1800

40883.v1

LANDLORD ESTOPPEL AND NON-DISTURBANCE AGREEMENT

THIS LANDLORD ESTOPPEL AND NON-DISTURBANCE AGREEMENT (the “*Agreement*”), is entered into as of _____, 2026 (the “*Effective Date*”), by and among the **CITY OF LITTLE ROCK, ARKANSAS** (“*Landlord*”), **BANK OZK**, an Arkansas state bank (“*Lender*”), and **WOMEN & CHILDREN FIRST FOUNDATION, INC.**, an Arkansas nonprofit corporation (“*Tenant*”).

RECITALS:

A. Landlord and Women & Children First: The Center Against Family Violence, an Arkansas nonprofit corporation (“*Original Tenant*”) entered into that certain Lease Agreement dated October 16, 2019, as amended and assigned to Tenant by that certain Assignment and Assumption of Lease, Consent, and First Amendment dated February 7, 2025, and as further amended by that certain Second Amendment to Lease Agreement dated February 10, 2026 (collectively, the “*Ground Lease*”), a memorandum of which is being filed in the records of the Circuit Clerk of Pulaski County, Arkansas contemporaneously with this Agreement.

B. The Ground Lease covers certain real property and improvements located at 9009 Dailey Drive, Little Rock, Pulaski County, Arkansas, which is particularly described on Exhibit A hereto (the “*Premises*”). For the purposes of this Agreement, Tenant’s leasehold interest in and to the Premises and all rights of Tenant under the Ground Lease are collectively referred to herein as the “*Leasehold Estate*”.

C. Lender has made a loan to Tenant, which is secured by that certain Leasehold Construction Mortgage with Security Agreement, Assignment of Rents and Leases, and Fixture Filing executed by Tenant in favor of Lender dated as of the Effective Date and filed of record in the records of the Circuit Clerk of Pulaski County, Arkansas (the “*Mortgage*”) contemporaneously herewith, pursuant to which Tenant has mortgaged to Lender its interest in the Leasehold Estate.

D. Lender has agreed to extend a loan secured by the Leasehold Estate (the “*Loan*”) subject to certain conditions, including receipt of this Landlord Estoppel and Non-Disturbance Agreement.

NOW, THEREFORE, in consideration of the Premises and other valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Estoppel. Landlord confirms and agrees that the Ground Lease is in full force and effect and there exists no defense or offset to enforcement of the Ground Lease by Landlord and, to Landlord’s knowledge, Tenant is not in default under the Ground Lease. The Ground Lease has not been canceled, modified, extended or amended except as set forth herein. Landlord

confirms that Tenant's obligation for payment of rent is as set forth in the Ground Lease. As of the date hereof, all obligations and conditions precedent under the Ground Lease for the continued use and occupancy of the Premises by Tenant have been satisfied.

2. Notice. Landlord agrees to use commercially reasonable efforts to notify Lender of any act or event of default of Tenant under the Ground Lease that would entitle Landlord to cancel, terminate, annul or modify the Ground Lease or dispossess or evict Tenant from the Premises or otherwise proceed with enforcement remedies against Tenant (the "*Landlord Notice*"). Upon receipt of any Landlord Notice, Lender may cure any default by Tenant in the manner and within the time frames set forth in the Ground Lease; *provided*, that, in all cases, Lender shall have at least 30 days to cure any such default under the Ground Lease if so elected by Lender. Landlord acknowledges that Lender has no obligation or duty to cure or cause to be cured any act or event of default of Tenant under the Ground Lease.

3. Lender's Right to Cure. Landlord agrees that, with respect to any default that arises as a result of the failure by Tenant to pay a sum of money required by the Ground Lease to be paid by the Tenant, Landlord will allow Lender to cure such monetary default by Tenant in the manner and within the time frames set forth in the Ground Lease. Nothing contained in this Agreement will, as between Landlord and Tenant, (i) extend or create any right to cure any default except as expressly provided in the Ground Lease, or (ii) limit, restrict, alter or modify the rights of Landlord under the Ground Lease which are available to Landlord as result of the occurrence of a default under the Ground Lease by Tenant.

4. Security Interests. Landlord hereby acknowledges and consents to Tenant's grant to Lender of security interests in the personal property of Tenant. Any personal property of Tenant in which a security interest has been granted to Lender is hereinafter called "*Secured Property.*" Landlord subordinates any interest in the personal property of Tenant to security interests granted to Lender, subject to the provisions hereof. Landlord consents to the entry by Lender or its agents or representatives upon the Premises at any time pursuant to any document evidencing or governing a lien or security interest in favor of Lender for the purpose of removing the Secured Property, except that Lender may not remove any fixtures from the Premises. The Secured Property shall be deemed to be personal property and not a part of the Premises and shall not be claimed or seized or levied upon in any levy or legal execution or legal proceedings by Landlord. Lender may remove Secured Property, or any part thereof, without liability for damage to or diminution in value of the Premises, except for the actual physical damage caused by such removal, which physical damage shall be repaired by Lender or caused to be repaired by Lender so that the Premises shall be restored to the condition the Premises would be in absent such removal.

5. Default of Loan.

a. It is the express intent of the parties hereto that a foreclosure of the Leasehold Estate or the exercise of any other remedies provided in the Mortgage, or provided in any other instrument securing the indebtedness secured by the Mortgage, shall not, of itself, result in the termination of the Ground Lease, but any purchaser or other grantee upon foreclosure of such Leasehold Estate or conveyance in lieu of foreclosure shall thereby

automatically succeed to the position of Tenant under the Ground Lease. In such event, the Ground Lease shall continue in full force and effect notwithstanding any default under the Ground Lease; provided, all monetary defaults have been cured, and Lender or its affiliate has commenced and is using reasonable efforts to cure any continuing non-monetary defaults reasonably susceptible of being cured by Lender or such affiliate.

b. Notwithstanding any other provision of the Ground Lease, Lender or its affiliate acting on its behalf shall not be liable for any loss or damage occurring subsequent to any assignment of the Leasehold Estate. In the event of any sale or other transfer of the Ground Lease and of the Leasehold Estate after a default in the Loan in accordance with the terms of this Agreement, (a) the Lender or purchaser at foreclosure shall not be liable for any amendment to the Ground Lease not joined in or consented to by Lender, and (b) Landlord, Lender or any purchaser at foreclosure, shall, each upon written request of any such party, reaffirm in writing the validity of the Ground Lease.

c. Until the Loan is paid in full, Lender shall send to the Landlord copies of all default notices sent to the Tenant. Prior to Lender accelerating the Loan, commencing a foreclosure action, or pursuing any other remedy under the Mortgage (an "*Enforcement Action*"), Lender shall notify the Landlord on a timely basis of any events of default under the documents evidencing the Loan (a "*Loan Default Notice*"). Lender shall send such notices to the Landlord concurrently with notices sent to the Tenant.

d. Tenant shall be solely responsible for debt repayment relative to any borrowings by Tenant, and Landlord shall not be a participant or guarantor on any such borrowings. Except for this Agreement and any subordination and nondisturbance and attornment agreements and estoppel certificates required by the Ground Lease, Landlord shall not be made a party to any of Tenant's financing documents.

6. No Waiver By Landlord. All Parties to this Agreement agree that this Agreement does not constitute a waiver by the Landlord of any of its rights under the Ground Lease.

7. Bankruptcy. In the event either Landlord or Tenant becomes the subject of a proceeding under the United States Bankruptcy Code (Title 11 U.S.C.) as now or hereafter in effect (including any replacement thereof):

a. Tenant shall not be entitled to reject the Ground Lease without the prior written consent of the Lender; provided that, if the Ground Lease is nevertheless rejected in connection with a bankruptcy proceeding by Tenant or a trustee in bankruptcy for Tenant, such rejection shall be deemed an assignment by Tenant to the Lender of the Leasehold Estate and all of Tenant's interest under the Ground Lease, in the nature of an assignment in lieu of

foreclosure, and the Ground Lease shall not terminate and the Lender shall have all the rights of the Lender under this Section 7 as if such bankruptcy proceeding had not occurred, unless the Lender shall reject such deemed assignment by notice in writing to Landlord within forty five (45) calendar days following rejection of the Ground Lease by Tenant or Tenant's trustee in bankruptcy. If any court of competent jurisdiction shall determine that the Ground Lease shall have been terminated notwithstanding the terms of the preceding sentence as a result of rejection

by Tenant or the trustee in bankruptcy for Tenant in connection with any such proceeding, Lender may cause Landlord to enter into a New Lease or redeem Lender's interest pursuant to Section 8.

- b. If the Ground Lease is rejected by Landlord or by Landlord's trustee in bankruptcy:
- i. Tenant shall not have the right to treat the Ground Lease as terminated except with the prior written consent of the Lender and any right to treat the Ground Lease as terminated in such event shall be deemed assigned to the Lender, whether or not specifically set forth in the Mortgage, so that the concurrence in writing of Tenant and the Lender shall be required as a condition to treating the Ground Lease as terminated in connection with such proceeding.
 - ii. If the Ground Lease is not treated as terminated in accordance with Section 7(b)(i), then the Ground Lease shall continue in effect upon all the terms and conditions set in the Ground Lease, including Rent, but excluding requirements that are not then applicable or pertinent to the remainder of the term hereof. The lien of the Mortgage shall extend to the continuing possessory rights of Tenant following such rejection with the same priority as it would have enjoyed had such rejection not taken place.

8. New Lease. In the event the Ground Lease is terminated pursuant to Tenant's bankruptcy as set out in Section 7(a) above, Landlord shall, subject to the terms of this paragraph, enter into a new lease ("*New Lease*") of the Premises with Lender or its designee for the remainder of the Term, effective as of the date of termination, at the Rent and upon the terms, covenants, and conditions of the Ground Lease (but excluding any requirements of the Ground Lease which have been satisfied by Tenant prior to termination), subject only to the conditions of title as the Premises is subject to on the date of the execution of the original Ground Lease and such matters arising thereafter to which such Lender has consented to in writing, and to the right, if any, of any parties then in possession of any part of the Premises, provided:

- a. Lender shall make written request upon Landlord for such New Lease within sixty (60) calendar days after the date such Lender receives notice of termination of the Ground Lease;
- b. Lender or its designee shall pay or cause to be paid to Landlord at the time of the execution and delivery of such New Lease, any and all sums that are at the time of execution and delivery thereof due pursuant to the Ground Lease regardless of such termination and, in addition thereto, all reasonable expenses, including reasonable attorneys' fees, that Landlord shall have incurred by reason of such termination and the execution and delivery of the New Lease and that have not otherwise been received by Landlord from Tenant or other party in interest under Tenant. Upon the execution of such New Lease, Landlord shall allow to the Tenant named therein as an offset against the sums otherwise due under this Section 8 or under the New Lease, an amount equal to the net income derived by Landlord from the Premises

during the period from the date of termination of the Ground Lease to the date of the beginning of the Term of such New Lease;

c. Lender or its designee shall agree to remedy any of Tenant's defaults of which the Lender was notified by Landlord pursuant to the Ground Lease; and

d. Upon the execution and delivery of a New Lease, all subleases and management agreements related to the Premises shall thereupon be assigned and transferred, without warranty or recourse by Landlord to the extent of its interests, if any, to the tenant under the New Lease.

9. No Merger. So long as the Mortgage is in existence, unless Lender shall otherwise expressly consent in writing or unless the Ground Lease has otherwise been terminated in accordance with its terms, the fee title to the Premises and the Leasehold Estate of Tenant shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said Leasehold Estate by Landlord or by Tenant or by a third party, by purchase or otherwise.

10. Voluntary Termination; Assignment. Landlord and Tenant may not voluntarily agree to terminate the Ground Lease without the consent of Lender. Tenant may not assign its Leasehold Estate without the consent of Lender, and Landlord shall not consent to any assignment by Tenant without proof of consent by Lender. Any assignment of Tenant's Estate without consent shall be void.

11. Proceedings. Lender shall have the right to intervene in any legal proceedings between Landlord and Tenant involving the obligations under the Ground Lease and be made a party to such proceedings, and the Landlord does hereby consent to such intervention.

12. Approval of Plans. Landlord has reviewed the Tenant's plans for the construction of the improvements on the Premises and, pursuant to the terms and conditions of the Ground Lease, approved such plans and consents to the construction of Tenant's improvements on the Premises.

13. Trails. Landlord acknowledges Tenant has satisfied its obligations concerning retaining or reconstructing public trails on the Premises as required by Section 4.1 of the Ground Lease.

14. Reliance. Landlord acknowledges that Lender will be relying on this Agreement in a material fashion in consummating the Loan.

15. Notices. Notices delivered pursuant to this Agreement or under the terms of the Ground Lease shall be given in the manner required by the Ground Lease and if to be delivered to Lender, to the following address:

Bank OZK
Attn: Jeremy McAlister
18000 Cantrell Road
Little Rock, Arkansas 72223
Phone: 501-443-6223

or such other address as Lender may hereafter provide in writing.

16. Entire Agreement. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto, or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and assigns.

17. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Arkansas.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the date and year first above written.

TENANT:

WOMEN & CHILDREN FIRST FOUNDATION, INC., an Arkansas nonprofit corporation

By: _____
Brian C. Smith, President

STATE OF ARKANSAS)

) ss:

ACKNOWLEDGMENT

COUNTY OF PULASKI)

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **BRIAN C. SMITH**, to me personally well known, who stated that he is the President of **WOMEN & CHILDREN FIRST FOUNDATION, INC.**, an Arkansas nonprofit corporation, and stated and acknowledged that he was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said corporation and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2026.

Notary Public

My Commission Expires:

(S E A L)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the date and year first above written.

LENDER:

BANK OZK,

an Arkansas state bank

By: _____

Jeremy McAlister, Market President,
Commercial Banking – Central AR

STATE OF ARKANSAS)

) ss:

ACKNOWLEDGMENT

COUNTY OF PULASKI)

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **JEREMY MCALISTER**, to me personally well known, who stated that he is Market President, Commercial Banking – Central AR of **BANK OZK**, an state bank, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said bank, and further stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2026.

Notary Public

My Commission Expires:

(S E A L)

*Lender's Signature Page to Landlord Estoppel,
Subordination and Non-Disturbance Agreement*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the date and year first above written.

LANDLORD:

CITY OF LITTLE ROCK, ARKANSAS

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss:

ACKNOWLEDGMENT

COUNTY OF _____)

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, to me well known, who acknowledged that he/she was the _____ of the **CITY OF LITTLE ROCK, ARKANSAS**, and stated and acknowledged that he/she was duly authorized as such to execute the foregoing instrument for and in the name and behalf of said municipality, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2026.

My Commission Expires:

Notary Public

*Landlord's Signature Page to Landlord Estoppel,
Subordination and Non-Disturbance Agreement*

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

A part of the NW1/4 NE1/4 and part of the NE1/4 NW1/4, Section 1, Township 1 South, Range 13 West, Pulaski County, Arkansas, more particularly described as follows: Commence at the SW Corner of said NW1/4 NE1/4, Section 1; thence South 87 degrees 11 minutes 39 seconds East along the South Line of said NW1/4 NE1/4 154.94 feet to the Point of Beginning; thence North 02 degrees 07 minutes 40 seconds East 550.68 feet; thence South 87 degrees 47 minutes 40 seconds West 300.0 feet; thence South 02 degrees 07 minutes 43 seconds West 550.68 feet; thence South 87 degrees 11 minutes 39 seconds East along the North boundary of Lots 6 and 7, Block 11, Fairfield Subdivision to the City of Little Rock, Pulaski County, Arkansas and continuing East in the R/W of Warren Road 300.0 feet to the Point of Beginning.

THIS INSTRUMENT PREPARED BY

J. Scott Schallhorn
Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C.
425 W. Capitol Avenue, Suite 1800
Little Rock, Arkansas 72201
(501) 688-8800

MEMORANDUM OF GROUND LEASE

THIS Memorandum of Ground Lease (the “*Memorandum*”), is entered into on _____, 2026, by and between the **City of Little Rock, Arkansas** (“*Landlord*”), and **Women & Children First Foundation, Inc.**, an Arkansas nonprofit corporation (“*Tenant*”), pursuant to that certain Lease Agreement dated October 16, 2019 between Landlord and Women & Children First: The Center Against Family Violence, an Arkansas nonprofit corporation, as amended and assigned to Tenant by that certain Assignment and Assumption of Lease, Consent, and First Amendment dated February 7, 2025, and as further amended by that certain Second Amendment to Lease Agreement dated February 10, 2026 (collectively, the “*Ground Lease*”). The Ground Lease covers certain real property and improvements located at 9009 Dailey Drive, Little Rock, Pulaski County, Arkansas, which is particularly described on Exhibit A hereto (the “*Premises*”). Landlord and Tenant desire to memorialize the terms of the Lease, as follows:

1. Term. The Ground Lease has an effective date of October 16, 2019. The Term is for a period of ninety-nine (99) years and shall expire on October 15, 2118. All provisions of the Ground Lease are incorporated herein by reference.
2. Estoppel. Landlord and Tenant agree that, as of the date hereof, the Ground Lease is in good standing with no defaults by Tenant or Landlord.
3. Ground Lease Affirmed. The provisions of the Ground Lease are hereby affirmed.
4. Access. Landlord hereby covenants and warrants that, pursuant to Section 4.2 of the Ground Lease, Tenant shall have continuous and unobstructed vehicular and pedestrian ingress and egress between Dailey Drive and the Premises for the full Term of the Ground Lease. Landlord further affirms that the access driveway constructed by Tenant from Dailey Drive to the Premises has been approved by the City and complies with all requirements set forth in Section 4.2 of the Ground Lease.
5. Construction. In the event of a conflict between the terms of this Memorandum and of the Ground Lease, as amended and extended from time to time, the Ground Lease shall control, although either party may request that a supplemental memorandum resolving any such conflict or reflecting any such amendments or extension be prepared, executed and recorded. Capitalized terms used herein and not otherwise defined shall have the same definition as set forth in the Ground Lease. Landlord and Tenant agree that Tenant is a tenant and not a partner or co-owner of the Leased Premises.
6. Counterparts. This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one Memorandum.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum by their duly authorized officers effective for all purposes as of the date and year first above written.

TENANT:

WOMEN & CHILDREN FIRST FOUNDATION, INC., an Arkansas nonprofit corporation

By: _____

Brian C. Smith, President

STATE OF ARKANSAS)

) ss:

ACKNOWLEDGMENT

COUNTY OF PULASKI)

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **BRIAN C. SMITH**, to me personally well known, who stated that he is the President of **WOMEN & CHILDREN FIRST FOUNDATION, INC.**, an Arkansas nonprofit corporation, and stated and acknowledged that he was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said corporation and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2026.

Notary Public

My Commission Expires:

(S E A L)

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum by their duly authorized officers effective for all purposes as of the date and year first above written.

LANDLORD:

CITY OF LITTLE ROCK, ARKANSAS

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss:

ACKNOWLEDGMENT

COUNTY OF _____)

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, to me well known, who acknowledged that he/she was the _____ of the **CITY OF LITTLE ROCK, ARKANSAS**, and stated and acknowledged that he/she was duly authorized as such to execute the foregoing instrument for and in the name and behalf of said municipality, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2026.

My Commission Expires:

Notary Public

(S E A L)

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

A part of the NW1/4 NE1/4 and part of the NE1/4 NW1/4, Section 1, Township 1 South, Range 13 West, Pulaski County, Arkansas, more particularly described as follows: Commence at the SW Corner of said NW1/4 NE1/4, Section 1; thence South 87 degrees 11 minutes 39 seconds East along the South Line of said NW1/4 NE1/4 154.94 feet to the Point of Beginning; thence North 02 degrees 07 minutes 40 seconds East 550.68 feet; thence South 87 degrees 47 minutes 40 seconds West 300.0 feet; thence South 02 degrees 07 minutes 43 seconds West 550.68 feet; thence South 87 degrees 11 minutes 39 seconds East along the North boundary of Lots 6 and 7, Block 11, Fairfield Subdivision to the City of Little Rock, Pulaski County, Arkansas and continuing East in the R/W of Warren Road 300.0 feet to the Point of Beginning.