

1 **Section 1.** The City Manager and City Clerk are authorized to execute a Lease Agreement with
2 Southern Bancorp Bank for the lease of space in the City’s 12th Street Station for the provision of
3 Financial Development Services and Retail Bank Branch Services, in a form acceptable to the City
4 Attorney, and in substantially the same form as that attached as Exhibit A to this resolution.

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

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11 with the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

12 **ADOPTED: December 21, 2021**

13 **ATTEST:**

APPROVED:

14
15 _____
16 **Susan Langley, City Clerk**

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

17 **APPROVED AS TO LEGAL FORM:**

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19 _____
20 **Thomas M. Carpenter, City Attorney**

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1 **Exhibit A**

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3 **COMMERCIAL LEASE AGREEMENT**

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5 **This COMMERCIAL LEASE AGREEMENT** (“Lease”) is entered into this ____ day of
6 _____, 2021, by and between the City of Little Rock, Arkansas, a Municipal Corporation
7 organized under Arkansas law (“Lessor” or “City”) and Southern Bancorp Bank (“Lessee”).

8 **WITNESSETH:**

9 **WHEREAS**, Lessor owns the land and improvements of the 12th Street Station located in the 3900
10 block of West 12th Street in Little Rock, Arkansas, and encompasses the whole block between 12th Street
11 and 13th Street and between Pine Street and Cedar Street (“12th Street Station”); and,

12 **WHEREAS**, this approximately 45,987 square-foot, two (2)-story, multipurpose 12th Street Station
13 houses the Little Rock Police Department (“LRPD”) Operational Offices and has a public atrium in order
14 to provide a publicly accessible area which may be leased or utilized for commercial or retail functions
15 not directly associated with LRPD; and,

16 **WHEREAS**, there are areas within the 12th Street Station that have not been fully constructed and
17 “built out”; and,

18 **WHEREAS**, the Lessor desires to complete the construction of certain portions of the interior of the
19 12th Street Station for the Lessee to occupy a portion of the 12th Street Station for the provision of
20 Financial Development Services and Retail Bank Branch Services; and,

21 **WHEREAS**, Lessor desires to lease the Leased Premises to Lessee, and Lessee desires to lease the
22 Leased Premises from Lessor for the provision of Financial Development Services and Retail Bank
23 Branch Services for the term of this Lease, and any extension terms hereof, and pursuant to the provisions
24 set forth herein; and,

25 **WHEREAS**, on _____, 2021, the City Board of Directors adopted Resolution No.
26 _____ (_____, 2021) to authorize the Mayor and City Manager to enter into a lease
27 agreement with Southern Bancorp Bank for the purposes herein stated.

28 **NOW, THEREFORE**, in consideration of the mutual promises contained herein, and for other good
29 and valuable consideration, the parties agree as follows:

30 **1. Leased Premises; Building Renovation.**

31 **1.01 Leased Premises.** Lessor does hereby let, lease, and demise to Lessee, and Lessee does
32 hereby lease from Lessor, the following described property, to-wit (the “Leased Premises”):
33 Approximately 1,299 square-feet contained within the 12th Street Station located at 3917 West 12th Street,
34 Suite 120, Little Rock, Arkansas, 72204, together with all improvements, appurtenances, rights, privileges

1 and easements in any way relating thereto including, but not limited to, the right to use in common with
2 Lessor entrance ways, restrooms, and other similar or related facilities as may exist in and about the 12th
3 Street Station, and as more particularly described on the map attached hereto and incorporated herein by
4 this reference as Exhibit A.

5 **1.02 Renovation of Leased Premises / Americans with Disabilities Act Compliance.** As part
6 of the consideration for this Lease, and to make alterations and renovations to the Leased Premises for the
7 Lessee's use under this Lease, Lessor agrees to publicly bid and contract for renovation of the Leased
8 Premises. Lessor shall complete the described renovation of the Leased Premises prior to Lessee's
9 occupancy of the Leased Premises. Any further expansion or capital improvements beyond the
10 completion of the renovation and alternations to the Leased Premises described in this Section 1 and in
11 Exhibit B shall require the mutual agreement of the parties and approval of the Lessor's Board of
12 Directors. Lessor shall procure construction services and materials pursuant to the Lessor's competitive
13 bidding policies and procedures and in compliance with Arkansas Purchasing Laws.

14 Lessor has procured architectural services in compliance with Arkansas Purchasing Laws and has
15 entered into a contract with Roark, Perkins, Perry & Yelvington Architects relative to this renovation
16 project. The Architect shall work for the Lessor regarding the alteration and renovation of the Leased
17 Premises, and Lessee shall have no control over Lessor's Architect.

18 Renovation and alteration of the Leased Premises, inclusive of Architectural Fees, shall include, but
19 shall not be limited to walls, flooring, plumbing, restrooms, toilets, sinks, hot water tank, electrical work,
20 kitchen cabinetry, air conditioning and heating. The Scope of Work to be performed on the Leased
21 Premises is attached hereto and incorporated herein by this reference as Exhibit B.

22 Upon the termination or expiration of this Lease, Lessor shall have the use of the Leased Premises for
23 police purposes and shall have the right to retain all permanent alterations, renovations and improvements
24 to the Leased Premises.

25 **1.03** Upon completion of the improvements indicated in this Section and Exhibit B, Lessor agrees
26 to deliver the Leased Premises to Lessee in full compliance with the Americans with Disabilities Act
27 ("ADA"), and regulations promulgated pursuant thereto.

28 **2. Term; Right to Extend Term; Termination.**

29 **2.01 Lease Term; Right to Extend Term.** The Lease Term shall not commence before
30 completion of the renovation as described in Section 1. The Term of this Lease shall be for an initial
31 period of ten (10) years, with the Lease Term to commence on July 1, 2022, and to end on June 30, 2032,
32 with the possibility of four (4) separate three (3)-year extension Terms on the same terms and conditions
33 as set forth in the original Term of the Lease. This Lease shall automatically renew after the initial ten
34 (10)-year Term; provided that Lessee does not provide written notice to Lessor of Lessee's intention to
35 terminate said Lease at least ninety (90) days prior to the expiration of the original Term, or any extension

1 Term thereof as applicable.

2 **2.02 Termination.** This Lease may be terminated by either party as provided in Section 16 of this
3 Lease. This Lease may be terminated upon major damage or destruction of the Leased Premises as
4 provided in Section 15 of this Lease. This Lease may be terminated if all or a substantial part of the
5 Leased Premises are taken for any public or quasi-public use by right of eminent domain, condemnation
6 or by purchase in lieu thereof as provided in Section 19 of this Lease. In addition, if Lessor at Lessor's
7 sole discretion determines that the use of the Leased Premises by Lessee has been misrepresented and is
8 inconsistent with the conduct of Lessee's Permitted Use as set forth herein, Lessor may terminate this
9 Lease and Lessee may be required to vacate the Leased Premises immediately. If the Lease is terminated
10 early pursuant to Section 2.01 above, due to an uncured default by Lessee under Section 16.01 or because
11 the use of the Leased Premises by Lessee has been misrepresented and is inconsistent with the conduct of
12 Lessee's Permitted Use as set forth herein, Lessor shall have the right to recoup from Lessee any
13 outstanding capital investment Lessor has made in renovating the Leased Premises for Lessee's use. All
14 continuing covenants shall survive expiration or earlier termination of this Lease.

15 **3. Rent.**

16 **3.01 Rental Payment.** Lessee shall pay to Lessor as rental for the Leased Premises an annual
17 amount of Thirty Thousand, Nine Hundred Dollars (\$30,900.00), due to Lessor by December 31st of each
18 year of the Lease, and any extension Term thereof.

19 **4. Permitted Use of the Leased Premises.**

20 **4.01 Permitted Use.** Upon completion of the renovations of, and improvements to, the Leased
21 Premises by Lessor, Lessee shall use the Leased Premises for the purpose of Financial Development
22 Services and Retail Bank Branch Services. ("Permitted Use"). Lessee shall keep the Leased Premises, the
23 exterior and interior portions of all windows, doors, and all other glass or plate glass fixtures, in a neat
24 and clean condition.

25 **4.02 Standard Times of Use.** Lessee will establish its hours of operations for Lessee's business
26 within the Leased Premises; provided, however, those hours of operations shall be within the hours of
27 8:00 AM to 5:00 PM, Mondays through Fridays, and on Saturdays from 8:00 AM to 11:30 AM, to be
28 coordinated with the Little Rock Police Department.

29 **4.03 Compliance with Applicable Laws.** Lessee agrees to comply with all applicable laws,
30 Statutes, Ordinances, Regulations and legal requirements governing the use of the Leased Premises.

31 **4.04 Prohibited Uses.** Notwithstanding the forgoing, Lessee shall not use the Leased Premises for
32 the purposes of storing, manufacturing or selling any explosives, flammables or other inherently
33 dangerous substance, chemical, thing or device. However, limited quantities of paint and other
34 construction materials may be stored within or outside of the Leased Premises on a temporary basis for
35 the purpose of construction, renovation or repair projects authorized by Lessor. Lessee will not permit the

1 Leased Premises to be used for any illegal business or occupation. In addition, Lessee agrees that Lessee
2 will not allow or permit any nuisance in, on or about the Leased Premises nor suffer waste thereon.
3 Lessee will not permit its employees, students, invitees, or guests to loiter; sit on the sidewalk, parking lot
4 or cars; litter; or drink alcoholic beverages on the Leased Premises. Smoking is not permitted in any
5 inside area of the 12th Street Station and may be permitted outside only in areas designated by Lessor.

6 **4.05 Staffing.** Lessee shall be responsible for staffing Lessee's personnel and workers regarding
7 Lessee's occupation of the Leased Premises for the Permitted Use set forth herein.

8 **4.06 No Liens or Mortgage Filed Against Leased Premises.** Lessee shall not allow liens of any
9 nature whatsoever, including but not limited to materials supplier, mechanics and tax liens, or mortgage,
10 to be filed against the Leased Premises. Should any such liens be filed against the Leased Premises,
11 Lessee shall be solely responsible for the prompt removal of said liens. If Lessee fails to obtain the
12 removal of any lien filed against the Leased Premises within fifteen (15) days of the filing of the lien,
13 Lessee shall be considered to be in default of this Lease under Section 16.01 of the Lease.

14 **5. Sublease and Assignments.**

15 Lessee shall not assign or otherwise transfer the Lease, any right or interest in the Lease, any right or
16 interest in the Leased Premises, or of any improvements that may now or hereafter be constructed, nor
17 shall Lessee sublet the Leased Premises or any part thereof or allow any other persons, other than the
18 agents, employees and servants of Lessee to occupy or use the Leased Premises or any part thereof.
19 Lessor hereby acknowledges that Southern Bancorp Bank may outsource certain financial development
20 and other financial services to Southern Bancorp Capital Partners, a 501(c)(3) corporation ("SBCP"), and
21 hereby consents to any sublease of a portion of the Leased Premises by Lessee to SBCP. Any such
22 sublease shall mirror the terms and conditions of this Lease.

23 **6. Maintenance and Routine Repairs.**

24 **6.01** Lessor agrees, at its own cost and expense, to keep in good order, condition and repair the
25 plumbing, electrical systems and the heating and air conditioning units of the Leased Premises and the
26 12th Street Station.

27 **6.02.** Lessor agrees to provide grounds maintenance to the Leased Premises and the 12th Street
28 Station.

29 **6.03** Lessee agrees, at its own cost and expense, to provide janitorial services for the Leased
30 Premises. Lessee agrees, at its own cost and expense, to provide for Lessee's own trash removal from the
31 Leased Premises and to coordinate such trash removal with the Lessor and the Little Rock Police
32 Department.

33 **6.04** Lessee agrees to maintain all parts of the Leased Premises in good repair and condition,
34 except for ordinary wear and tear. Upon the expiration or termination of this Lease, in course or by
35 breach of any of its provisions, Lessee will restore the Leased Premises to Lessor in as good condition as

1 when possession was taken by Lessee, ordinary wear and tear excepted.

2 **6.05** Lessor agrees, at its own cost and expense, to keep in good order, condition and repair the
3 roof, foundations and structural portions of the Leased Premises and the 12th Street Station, except for any
4 damage thereof caused by an act or negligence of Lessee, Lessee's employees, students, invitees or
5 contractors. Except as expressly provided herein, Lessor shall not be responsible to make any other
6 improvements or repairs of any kind upon the Leased Premises.

7 **7. Alterations and Improvements.**

8 **7.01** After Lessee's occupation of the Leased Premises pursuant to this Lease, and upon the
9 condition that rent payments by Lessee to Lessor under this Lease have begun, Lessee, at Lessee's sole
10 cost and expense, shall have the right, after obtaining Lessor's prior written approval, to make alterations
11 and improvements to all or any part of the Leased Premises from time to time as Lessee may deem
12 desirable, provided the same are made in a workmanlike manner and utilizing good quality materials.
13 Upon termination or expiration of this Lease, Lessor shall retain any permanent improvements to the
14 Leased Premises, unless Lessee can remove any such improvement and restore the Leased Premises to its
15 original condition, ordinary wear and tear excepted. Lessee shall follow City of Little Rock and State of
16 Arkansas Purchasing Laws and Procedures for any construction to the Leased Premises.

17 **7.02** All of the right, title, and interest of Lessor in and to the Leasehold improvements and any or
18 all real property shall pass to and vest in Lessor, Lessor's heirs, devisees, successors, or assigns.

19 **8. Fixtures, Equipment, Furniture and Office Supplies.**

20 **8.01** Upon the prior written approval of Lessor, Lessee shall have the right to place and install
21 personal property, trade fixtures, equipment, and other temporary installations in and upon the Leased
22 Premises, and fasten the same to the Leased Premises. All personal property, equipment, furniture,
23 machinery, trade fixtures and temporary installations, whether acquired by Lessee at the commencement
24 of the Lease term or place or installed on the Leased Premises by Lessee thereafter, shall remain Lessee's
25 property. Lessee shall have the right to remove the same at any time during the term of this Lease
26 provided that Lessee shall repair, at Lessee's sole cost and expense, all damages to the Leased Premises
27 caused by such removal.

28 **8.02** Lessee shall provide Lessee's own furniture, equipment and appliances, including, but not
29 limited to, desks and filing cabinets, copy machines, computers, facsimile machines and office supplies
30 for Lessee's usage in the Leased Premises. Lessee shall be responsible for the care and maintenance of all
31 furniture, equipment, appliances, copy machines, computers and facsimile machines located within the
32 Leased Premises.

33 **9. Property Taxes.**

34 **9.01** Unless otherwise exempt, Lessor shall pay all applicable personal property taxes with respect
35 to Lessor's personal property, if any, on the Leased Premises. Unless otherwise exempt, Lessor shall pay

1 all applicable Real Property Taxes with respect to the Leased Premises.

2 **9.02** Upon commencement of the Lease Term, unless otherwise exempt, Lessee shall be
3 responsible for paying all applicable personal property taxes with respect to Lessee's personal property
4 located at the Leased Premises and shall be responsible for all applicable licenses, privilege, use, and
5 occupation taxes levied, assessed or charged against Lessee on account of the permitted use of the Leased
6 Premises.

7 **10. Insurance.**

8 **10.01 Lessor's Insurance Coverage.** Lessor shall, at Lessor's expense, maintain Fire and
9 Extended Coverage Insurance on the property, 12th Street Station building and the Leased Premises in
10 such amount as Lessor shall deem appropriate to protect Lessor's property interest.

11 **10.02 Lessee's Insurance Coverage.** Lessee shall be responsible, at Lessee's sole cost and
12 expense, for fire and extended coverage insurance on all of Lessee's personal property, including
13 removable trade fixtures, located in the Leased Premises. Lessee shall provide Lessor with current
14 Certificates of Insurance evidencing Lessee's compliance with this Subsection and naming the City of
15 Little Rock as an additional insured. Lessee will maintain Workers' Compensation Insurance to the
16 extent required by the laws of the State of Arkansas. Lessee agrees to use and occupy the Leased
17 Premises at Lessee's own risk, and that the Lessor shall have no responsibility or liability for any loss of,
18 or damage to, fixtures or other personal property of Lessee. If the Leased Premises or the 12th Street
19 Station are totally destroyed, or if Lessee decides to terminate this Lease because of the extent of damage
20 to the Leased Premises or the 12th Street Station, then Lessor shall have the right to any and all insurance
21 proceeds, including insurance proceeds due to Lessee, if the Lessor decides to rebuild the building.

22 **11. Utilities.**

23 **11.01** The Leased Premises is not separately metered for utilities. The Leased Premises contains
24 approximately 1,299 square-feet of space being leased by Lessee, and the Leased Premises is contained
25 within the approximately 45,987 square-foot 12th Street Station. Lessee's percentage share of space
26 occupied within the 12th Street Station is 2.83%. During the term of this Lease, and any extension term
27 thereof, Lessee shall pay to Lessor Lessee's percentage share of all monthly electrical, gas, water, solid
28 waste and sewer utility charges assessed on the 12th Street Station.

29 **11.02** Lessee shall provide telephone lines for the Lessee's use in the Leased Premises. Lessee shall
30 provide telephones and answering machines, and Lessee shall be responsible for Lessee's monthly
31 telephone, data, Internet and Wi-Fi service expenses.

32 **12. Signage and Display Information.**

33 **12.01** Lessor shall be responsible for the placement of such signage or advertisement postings on
34 the exterior and interior of the Leased Premises and the outside of the 12th Street Station, in conformance
35 with the Lessor's sign code, which identifies Lessee's Financial Development Services and Retail Bank

1 Branch Services contained within the Leased Premises. Lessee shall be responsible for the cost of any
2 such interior or exterior signage. Lessee's signage location on the exterior of the 12th Street Station is set
3 forth in Exhibit C, which is attached hereto and incorporated herein. Lessee shall have the right to remove
4 said signage upon termination of this Lease provided that Lessee shall repair, at Lessee's sole cost and
5 expense, all damages to the Leased Premises caused by such removal.

6 **12.02** Lessee may display or disburse brochures and pamphlets, and provide information sheets,
7 within and outside of the Leased Premises regarding Lessee's Financial Development Services and Retail
8 Bank Branch Services. The location of any such informational display or disbursement shall be approved
9 by Lessor, with Lessor's approval not to be unreasonably withheld.

10 **13. Lessor's Right of Entry.**

11 Upon commercially reasonable notice, Lessor, and Lessor's Police Department, shall have the right to
12 enter upon the Leased Premises, provided Lessor shall not thereby unreasonably interfere with Lessee's
13 Permitted Use of the Leased Premises.

14 **14. Parking.**

15 Lessee agrees that it shall require its employees and students to observe reasonable regulations with
16 respect to the parking of cars as may from time to time be promulgated and furnished to Lessee by Lessor.
17 Lessee's employees and students shall not park their vehicles in parking spaces designated for Lessor's
18 employees, invitees or the Little Rock Police Department. Should Lessor acquire parking lots available to
19 the public for parking at the 12th Street Station, Lessee's employees and students may have the use of
20 these parking lots.

21 **15. Damage and Destruction.**

22 **15.01 Destruction of Leased Premises.** If the Leased Premises or any part thereof or any
23 appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for
24 Lessee's purposes, then Lessee shall have the right within ninety (90) calendar days following damage to
25 elect by written notice to Lessor to terminate this Lease as of the date of such damage subject to any
26 continuing covenants set forth in this Lease.

27 **15.02. Repair of Damage.** In the event of damage to any part of the Leased Premises caused by
28 fire, casualty or structural defects, and if such damage does not render the Leased Premises unusable for
29 Lessee's purposes, or if Lessee does not elect to terminate the Lease pursuant to subsection 15.01 above,
30 Lessor shall decide within ninety (90) days whether to repair such damage, and Lessor shall have the right
31 to any and all insurance proceeds for structural damage. In making the repairs called for in this
32 Subsection, Lessor shall not be liable for any delays, including but not limited to delays resulting from
33 strikes, governmental restrictions, inability to obtain necessary materials or labor, lost public funding, the
34 need to maintain a certain reserve, or other Force Majeure matters which are beyond the control of
35 Lessor.

1 **16. Default and Force Majeure.**

2 **16.01. Default by Lessee.** Lessee shall be in default under the provisions of this Lease upon the
3 happening of any of the following events; provided that for any default involving the payment of money,
4 including the payment of utility expenses under Section 11 of this Lease, Lessor shall notify Lessee in
5 writing of such default and Lessee may cure such default within ten (10) calendar days after receipt of
6 such notice and, provided further; that for any default not involving the payment of money or the
7 payment of utility expenses, Lessor shall notify Lessee in writing of such default and Lessee may cure
8 such default within thirty (30) calendar days after receipt of such notice:

9 (a) Failure of Lessee to pay the rentals or taxes provided for herein at the times, in the
10 amounts and in the manner set forth when the same become due; or,

11 (b) Failure of Lessee to pay utility expenses set forth in Section 11 of this Lease; or,

12 (c) If Lessee shall make any assignment for the benefit of creditors; or shall voluntarily
13 institute bankruptcy or insolvency proceedings and such proceedings are not released or dis-
14 missed within sixty (60) calendar days thereafter; or a receiver or trustee shall be appointed for all
15 or substantially all of the assets of Lessee; or Lessee shall make a transfer in fraud of creditors;
16 or,

17 (d) If Lessee shall do or permit to be done any act that results in a lien being filed against the
18 Leased Premises or the building of which the Leased Premises are a part; or,

19 (e) Failure to keep or perform, in any material way, any of the covenants, terms, conditions
20 or agreements on the part of Lessee herein to be kept or performed. "Material" is defined as an
21 essential or significant term of the Lease.

22 In the event that the Lessee shall fail to cure any such default within the time allowed under this
23 Section 16.01, Lessor may declare the Term of this Lease ended and terminated by giving Lessee written
24 notice of such intention, and if possession of the Leased Premises is not surrendered to Lessor, Lessor
25 may enter said premises and take possession of same and all improvements thereon. Lessee agrees that in
26 such event it will immediately vacate the Leased Premises. Lessor shall have, in addition to the remedies
27 above provided, any other legal or equitable remedy available to Lessor. Lessor shall use reasonable
28 efforts to mitigate its damages.

29 **16.02 Default by Lessor.** In the event that Lessor fails to perform a material obligation under this
30 Lease, Lessor shall have thirty (30) calendar days after receipt of written notice thereof to cure such
31 default. For purposes of this Lease, Sections 1-8, 10, 13-15, 18, and 30 shall constitute material
32 obligations of the Lessor. In the event that Lessor shall fail to cure any default within the time allowed
33 under this subsection, Lessee may declare the Term of this Lease ended and terminated by giving Lessor
34 written notice of such intention. Lessee shall have, in addition to the remedy above provided, any other
35 legal or equitable remedy available to Lessee.

1 **16.03 Force Majeure.** Any provision contained herein to the contrary notwithstanding, the Lessor
2 and Lessee shall be excused for the period of delay in the performance of any and all of their obligations
3 under this Lease, and shall not be considered in default, when prevented from so performing by a cause or
4 causes beyond the control of the Lessor or Lessee including, but not limited to, all labor disputes, civil
5 commotion, war, fire or other casualty, shortage of supplies and materials, or Act of God.

6 **17. Lessee's Inspection of Leased Premises.**

7 Lessee acknowledges and agrees that Lessee has examined the Leased Premises, and that no
8 representations, warranties or agreements have been made by Lessor, or any agent of Lessor, as to the
9 condition of the Leased Premises which are not expressed in this Lease. Lessee also agrees and
10 acknowledges that Lessee has had an opportunity to examine and inspect the Leased Premises relative to
11 environmental issues.

12 **18. Quiet Possession.**

13 Lessor covenants and warrants that Lessor is the owner in fee simple absolute of the Leased Premises
14 and may Lease said premises as provided by this Lease. Lessor further covenants and warrants that upon
15 performance by Lessee of Lessee's obligations hereunder, Lessor will keep and maintain Lessee in quiet
16 and peaceable possession of the Leased Premises, during the term of this Lease and any renewal or
17 extension Terms hereof.

18 **19. Condemnation.**

19 If, during the Term of this Lease, or any extension Term thereof, all or a substantial part of the Leased
20 Premises are taken for any public or quasi-public use by right of eminent domain, condemnation or by
21 purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Leased
22 Premises for the purpose for which it is then being used, this Lease shall terminate. Such termination
23 shall be without prejudice to the rights of either party to recover compensation from the condemning
24 authority for any loss or damage caused by condemnation. Neither party shall have any rights in or to any
25 award made to the other party by the condemning authority.

26 **20. Security.**

27 Lessee shall provide and shall be responsible for payment of any Security System Service for the
28 Leased Premises.

29 **21. Notice.**

30 Any notice required or permitted under this Lease shall be delivered in person or mailed by First-
31 Class U.S. Mail, postage prepaid, as set forth below. Notice shall be deemed to have been given when
32 received if delivered in person or, if mailed, three (3) days after having been deposited in the U.S. Mail.
33 A party may from time to time designate a different person or address to receive notice for that party but
34 shall do so in a writing provided to the other party.

1 **21.01 If to Lessor:**

2 Bruce T. Moore, City Manager
3 500 West Markham Street, Room 203
4 Little Rock, AR 72201
5 (501) 371-4510

6
7 **21.02 If to Lessee:**

8 South Bancorp Bank
9 Attn: President and CEO
10 400 Hardin Road, Suite 100
11 Little Rock, AR 72211
12 (501) 370-5275

13 **22. Brokers.**

14 Lessee represents that Lessee was not shown the Leased Premises by any Real Estate Broker or
15 Agent, including but not limited to Citadel Real Estate Services or Charles A. Johnson, Jr., regarding a
16 Professional Services Agreement dated August 1, 2016, and that Lessee has not otherwise engaged in any
17 activity which could form the basis for a claim for Real Estate Commission, Brokerage Fee, Finder's Fee,
18 or other similar charge, in connection with this Lease. If a court of competent jurisdiction determines that
19 Lessor is responsible for any such charges regarding this Lease, Lessee shall pay the charges within thirty
20 (30) days from the date of the judgment.

21 **23. Waivers.**

22 No waiver of any default of Lessor or Lessee hereunder shall be implied from any omission to take
23 any action on account of such default if such default persists or is repeated. No express waiver shall
24 affect any default other than the default specified in the express waiver and that only for the time and to
25 the extent therein stated. One (1) or more waivers by Lessor or Lessee shall not be construed as a waiver
26 of a subsequent breach of the same covenant, term or condition.

27 **24. Expiration of Lease.**

28 At the termination of this Lease, and any and all extension or renewal Terms, Lessee agrees promptly
29 and peaceably to restore possession of the Leased Premises to Lessor in as good condition as it was when
30 delivered to Lessee, ordinary wear and tear excepted.

31 **25. Indemnity.**

32 Lessee agrees that it shall indemnify and save harmless the Lessor, Lessor's Officers, Agents and
33 employees from:

34 (a) any claims or losses for services rendered by any subcontractor, person or firm
35 performing or supplying services, materials or supplies in connection with the performance of this
36 Lease; and,

37 (b) any claims or losses resulting to any person or firm injured or damaged by the gross
38 negligent acts, including disregard of Federal and State Statutes or Regulations, by Lessee, its

1 Officers, employees or subcontractors in the performance of this Lease.

2 **26. Memorandum of Lease.**

3 The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu
4 thereof, at the request of either party, Lessor and Lessee shall execute a Memorandum of Lease to be
5 recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

6 **27. Captions.**

7 All captions contained in this Lease are inserted only as a matter of convenience and in no way
8 define, limit or extend the scope or intent of the Lease.

9 **28. Consent.**

10 Lessor shall not unreasonably withhold or delay its consent with respect to any matter for which
11 Lessor's consent is required or desirable under this Lease.

12 **29. Compliance with Laws.**

13 Lessor and Lessee shall comply with all laws, ordinances, orders, rules and regulations of Municipal,
14 State, Federal or other agencies or bodies having jurisdiction relating to the ownership, use, condition and
15 occupancy of the Leased Premises, including application for required permits. Such laws include, but are
16 not limited to, the Americans with Disabilities Act, Arkansas Civil Rights Act and the Arkansas Freedom
17 of Information Act.

18 **30. Approval of Arkansas State Bank Department, Federal Reserve and FDIC.**

19 The parties recognize that Lessee must obtain approval from the Arkansas State Bank Department,
20 the Federal Reserve and the FDIC for Lessee to operate a banking facility within the Leased Premises.
21 Lessee agrees to seek any and all necessary approvals in a commercially reasonable manner.

22 **31. Severability.**

23 In the event that any provision of the Lease, or part thereof, shall be adjudged invalid or
24 unenforceable by any court of competent jurisdiction called on to enforce or construe the same, then such
25 provision or part only shall be deemed invalid and all remaining terms and provisions of the Lease shall
26 be carried out and performed by the parties with the same force and effect as if the invalid provision or
27 part had never been a part of the Lease.

28 **32. Environmental Disclosure.**

29 Lessor represents as of the effective date of this Lease, that it has no knowledge of any deposit,
30 storage, removal, burial, discharge, spillage, uncontrolled loss, seepage or filtration of any pollutant, oil,
31 petroleum or chemical liquids or solids, liquid or gaseous products, or any toxic waste, hazardous waste
32 or hazardous substances, as those terms are defined in any appropriate and applicable laws, Code or
33 Ordinance including, but not limited to, the Comprehensive Environmental Response, Compensation and
34 Liability Act of 1980, as amended, at, upon, under or within the Leased Premises as a consequence of
35 ownership or other use thereof.

1 **33. Statutory Immunity.**

2 Nothing stated within this Lease shall be construed as limiting the Lessor's statutory immunity from
3 liability in tort.

4 **34. Governing Law.**

5 This Lease shall be construed in accordance with the laws of the State of Arkansas. In the event of
6 any legal action to enforce or interpret this Lease, the sole and exclusive venue shall be a court of
7 competent jurisdiction in Pulaski County, Arkansas, and the parties hereto agree and hereby submit to the
8 jurisdiction of that court. Nothing in this Lease shall be construed to waive existing Arkansas Statutes or
9 City of Little Rock Ordinances.

10 **35. Executed Copies.**

11 This Lease shall be executed in the original and any number of executed copies. Any copy of this
12 Lease so executed shall be deemed an original and shall be deemed authentic for any other use.

13 **36. Authority to Execute Lease.**

14 The Officials who have executed this Lease hereby represent and warrant that they have full and
15 complete authority to act on behalf of the Lessor and Lessee and that their signatures below, the terms and
16 provisions hereof, constitute valid and enforceable obligations of each.

17 **37. Lease Binding.**

18 This Lease and its terms, covenants, conditions and agreements contained in the Lease shall inure to
19 the benefit of and shall extend to and be binding upon the parties named, their respective heirs, successors
20 in interest, legal representatives and assigns, except as expressly limited otherwise in this Lease.

21 **38. Entire Agreement and Amendments to Lease.**

22 This Lease Agreement represents the entire agreement between Lessor and Lessee and terminates and
23 supersedes all prior understandings or agreements on the subject matter hereof. This Lease Agreement
24 may be modified only by a further writing that is duly executed by an authorized representative of each of
25 the parties.

26 **39. Relationship of the Parties.**

27 It is understood and agreed that the relationship of the parties hereto is strictly that of Lessor and
28 Lessee, that Lessor has no ownership in any enterprise of Lessee, and that the Lease shall not be
29 construed as a joint venture or partnership. Lessee is not and shall not be deemed an agent or
30 representative of Lessor.

31 **40. Construction of Lease.**

32 This Lease shall be construed without regard to the identity of the person or persons who drafted the
33 provisions contained herein. Each and every provision of this Lease shall be construed as though each
34 party hereto participated equally in the drafting hereof. The parties acknowledge that each party has had
35 the opportunity to consult with such party's own attorney regarding this Lease.

1 **IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first**
2 **above written.**

3 **LESSOR:**
4 **CITY OF LITTLE ROCK**

LESSEE:
SOUTHERN BANCORP BANK

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

By: _____
John Olaimy
President and CEO
Southern Bancorp Bank

11 **Date:** _____

Date: _____

14 **By:** _____
15 **Bruce T. Moore, City Manager**

17 **Date:** _____

18 **ATTEST:**

21 _____
Susan Langley, City Clerk

23 **Date:** _____

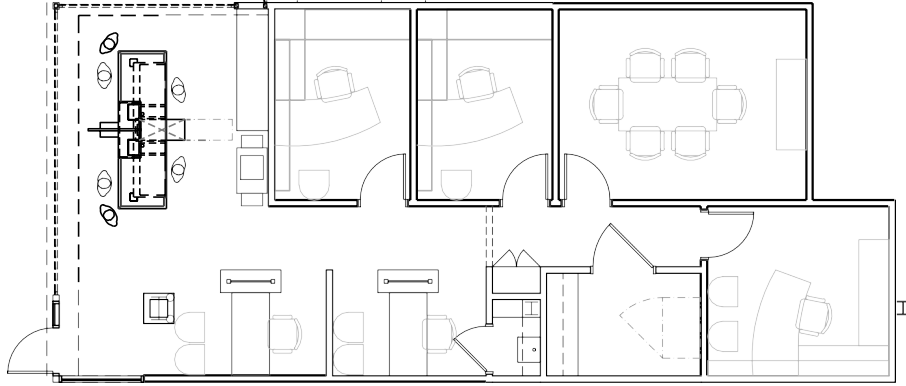
25 **APPROVED AS TO LEGAL FORM:**
26 **Thomas M. Carpenter, City Attorney**

28 **By:** _____
29 **Beth Blevins Carpenter, Deputy City Attorney**

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Exhibit A

Map of Leased Premises



Southern Bancorp Leased Area

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Exhibit C

Lessee's Signage Location on Exterior of the 12th Street Station Building

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