



**RESOLUTION NO. 20121023-04**

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A LEASE  
EXTENSION FOR 312 PANTHER CREEK DR., NEW BOSTON, TX 75570 TO CHEROKEE  
NATION RED WING, LLC.**

**WHEREAS**, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

**WHEREAS**, Cherokee Nation Red Wing, LLC. contacted TexAmericas Center to seek a lease arrangement for warehouse space and related facilities at 312 Panther Creek Dr., New Boston, TX 75570; and

**WHEREAS**, the parties have come to the attached terms of agreement for said lease.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of TexAmericas Center that the Executive Director/CEO shall be and he is hereby authorized to execute the attached lease; and

**BE IT FURTHER RESOLVED**, by the Board of Directors of TexAmericas Center that the Center appreciates the collaborative effort of Cherokee Nation Red Wing, LLC. to negotiate this lease as well as to continue its business operations, preserve existing jobs and contribute to the tax base in Bowie County, Texas.

**PASSED AND APPROVED THIS 23<sup>rd</sup> day of October, 2012.**

  
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Denis Washington, Chairman of the Board

**ATTEST:**

  
\_\_\_\_\_  
Wayne Cranfill, Secretary-Treasurer

Attached: Lease Agreement



ADDENDUM NO. 3

THIS ADDENDUM NO. 3 ("Addendum") is made and entered into this 1st day of November, 2012 (the "Effective Date") by and between TEXAMERICAS CENTER, formerly known as Red River Redevelopment Authority, ("Lessor") and CHEROKEE NATION RED WING, LLC, successor in interest to CND, LLC, ("Lessee").

WHEREAS, Lessor and Lessee are parties to that certain Lease Agreement dated October 29, 2010, as amended by Addendum No. 1 dated November 2, 2011 and Addendum No. 2 dated June 1, 2012, (collectively, the "Lease") regarding the premises located at 312 Panther Creek Drive, Building 312, New Boston, Texas and consisting of approximately 126,700 square feet (the "Leased Premises"); and

WHEREAS, Lessee leases the Leased Premises in support of a contract awarded to Lessee by the U.S. Department of the Army (the "Army Contract"); and

WHEREAS, Lessor and Lessee wish to amend the Lease to realign the option periods to be coterminous with Lessee's underlying Army Contract and to confirm the agreement between Lessor and Lessee to extend the term through January 31, 2013.

NOW, THEREFORE in consideration of the foregoing premises and mutual promises and covenants of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree to amend the Lease as follows:

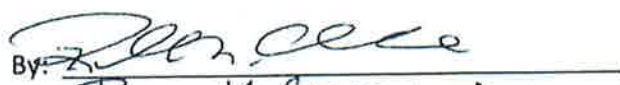
1. Section 24 of the Lease entitled "Extension Option" is hereby amended to reflect that the second option period shall be November 1, 2012 through January 31, 2013 at a monthly rental rate of \$21,171.00. The third option period shall be February 1, 2013 through January 31, 2014 at a monthly rental rate of \$21,330.00. The fourth option period shall be February 1, 2014 through January 31, 2015 at a monthly rental rate of \$21,970.00. All terms and conditions of the original lease except the payment rates shall apply during the option periods.
2. The parties agree that Lessee is hereby exercising its option to extend the Lease term through the second option period and Lessor accepts such exercise and waives the 90-day notice requirement in this sole instance.
3. Except as specifically amended herein, all terms, conditions and provisions contained in the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum on the Effective Date.

TEXAMERICAS CENTER

By:   
Name: William V. Cork  
Title: Executive Director/CEO

CHEROKEE NATION RED WING, LLC

By:   
Name: RUSSELL M. CLAMBELL  
Title: PRESIDENT - MILLOGA SECURITY