



RESOLUTION NO. 20141209-05

RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR/CEO TO EXECUTE A CO-MARKETING AGREEMENT WITH IFG NETWORK, LLC D/B/A THE INTERFACE FINANCIAL GROUP

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, TexAmericas Center is in the business of redeveloping former military land and buildings for privately owned commercial industrial use and job creation; and

WHEREAS, IFG Network, LLC c/b/a The Interface Financial Group is in the business of providing financial accommodations to customers in the form of spot factoring/invoice discounting as a means to provide financing for privately owned commercial and industrial businesses; and

WHEREAS, TexAmericas Center can enhance its ability to develop its property by having established financial companies available to assist in providing financing to potential businesses interested in the property of TexAmericas Center; and

WHEREAS, TexAmericas Center and IFG Network, LLC d/b/a The Interface Financial Group have a common goal of marketing and promoting both the development of the property of TexAmericas Center and the provision of financial accommodations by IFG Network, LLC d/b/a The Interface Financial Group as a means to bring new customers and businesses to the TexAmericas Center Complex;

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 enter into and execute a Co-Marketing Agreement by and between TexAmericas Center and IFG Network, LLC d/b/a The Interface Financial Group upon the terms and conditions as set forth in the draft Co-Marketing Agreement attached to this Resolution;

BE IT FURTHER RESOLVED, that the Executive Director/CEO shall have the discretion and authority to make minor revisions in and to the draft Contract provided it does not substantially change the substance as set forth in the attached draft.

PASSED and APPROVED this 9th day of December, 2014.


Denis Washington, Chairman of the Board

ATTEST:


Boyd Sartin, Secretary/Treasurer

Attached: Draft Agreement

CO-MARKETING AGREEMENT

This Co-Marketing Agreement (the “Agreement”) is entered into as of December 19, 2014 by and between IFG Network LLC dba The Interface Financial Group, having its principal place of business at 7910 Woodmont Ave., Suite 1430, Bethesda, MD 20814, (“IFG”), and TexAmericas Center, having its principal place of business at 107 Chapel Lane, New Boston, TX 75570 (“TexAmericas Center”), reference to the following:

- A. IFG is in the business of providing financial accommodations to customers in the form of spot factoring/invoice discounting.
- B. TexAmericas Center is in the business of re-developing former military land and buildings into a privately owned commercial industrial complex.
- C. TexAmericas Center and IFG have agreed to enter into a cooperative marketing effort to promote TexAmericas Center and IFG’s special working capital financing program for tenant or resident businesses located within TexAmericas Center.

NOW, THEREFORE, in consideration of the foregoing, and the respective agreements, warranties and covenants contained herein, the parties hereto hereby agree as follows:

1. Definitions. For purposes of this Agreement the following capitalized terms used in this Agreement will have the respective meanings set forth below:

“Agreement” has the meaning set forth in the introductory paragraph of this Agreement, and includes all schedules and exhibits hereto, and all amendments and restatements hereof as in effect from time to time.

“IFG” has the meaning set forth in the introductory paragraph of this Agreement, and includes all permitted successors and assigns.

“Customer” means, as applicable, either any Person that (i) is a prospect or (ii) has received financial accommodations from IFG pursuant to an Approved TexAmericas Center Originated Transaction.

“IFG Agreement” means with respect to each Approved Transaction, any Agreement, entered into between IFG and the Customer thereunder pursuant to which IFG provides financing to such Customer.

“TexAmericas Center” has the meaning set forth in the introductory paragraph of this Agreement, and includes all permitted successors and assigns.

“Person” means any individual, sole trader, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, entity or government (whether federal, state, county, city,

municipal or otherwise, including any instrumentality, division, agency, body or department thereof).

“Term” has the meaning set forth in Section 11.

2. Procedures.

(a) Marketing and Promotional Activities. The parties agree to use commercially reasonable efforts to engage in the marketing and promotional activities described in section C, above. These activities may include, but not be limited to, referrals of customers and prospects, providing informational material to customers and prospects, inclusion of information on company web pages, joint press releases and/or press conferences, meetings with customers and prospects as appropriate, and other activities which are jointly agreed to be beneficial to the co-marketing efforts.

(b) Trademarks; Reservation of Rights.

- i. Materials. each party will provide the other party with electronic files containing the trademarks, logos and trade names of such party to be used under this Agreement (the “Marks”), along with promotional material describing the services offered by each party.
- ii. License by IFG. Subject to the terms and conditions of this Agreement, IFG hereby grants to TexAmericas Center a non-exclusive, non-assignable, non-sub-licensable, royalty-free, limited license to use and display IFG’s Marks as necessary to perform TexAmericas Center’ obligations under this Agreement.
- iii. License by TexAmericas Center. Subject to the terms and conditions of this Agreement, TexAmericas Center hereby grants to IFG a non-exclusive, non-assignable, non-sub-licensable, royalty-free, limited to use and display TexAmericas Center’ Marks as necessary to perform IFG’s obligations under this Agreement.
- iv. Trademark Guidelines. In its use of the Marks of the other party (“Licensor”), each party (“Licensee”) will comply with any trademark usage guidelines that Licensor may communicate to Licensee from time to time. Each use of Licensor’s Marks by Licensee will be in accordance with Licensor’s then-current trademark usage policies as provided in writing to Licensee from time to time. Licensee will provide Licensor with copies of any materials bearing any of Licensor’s Marks as requested by Licensor from time to time. If Licensee’s use of any of Licensor’s Marks, or if any material bearing such Marks, does not comply with the then-current trademark usage policies provided in writing by Licensor, Licensee will promptly remedy such deficiencies upon receipt of written notice of such deficiencies from Licensor. Other than the express licenses granted herein with respect to each Licensor’s Marks, nothing herein will grant to Licensee any other right, title or interest in Licensor’s Marks. All goodwill resulting from Licensee’s use of Licensor’s Marks will inure solely to Licensor. Licensee will not, at any time during or after this Agreement, register, attempt to register, claim any interest

in, contest the use of, or otherwise adversely affect the validity of any of Licensor's Marks (including, without limitation, any act or assistance to any act, which may infringe or lead to the infringement of any such Marks).

- v. Reservation of Rights. The parties acknowledge and agree that, except for the rights and licenses expressly granted by each party to the other party under this Agreement, each party will retain all right, title and interest in and to its products, services, Marks, and all content, information and other materials on its website(s), and nothing contained in this Agreement will be construed as conferring upon such party, by implication, operation of law or otherwise, any other license or other right.

(c) IFG Agreement. With respect to each Approved TexAmericas Center Resident/Tenant Business Transaction, IFG will enter into a IFG Agreement with such terms and modifications as IFG deems necessary in its sole discretion.

(d) Communications With Customer Following Consummation of IFG Agreement. After IFG enters into a IFG Agreement with the Customer, all communications regarding IFG Service with the Customer will be made by IFG and not TexAmericas Center. If the Customer at any time contacts a TexAmericas Center representative after consummation of a IFG Agreement, such TexAmericas Center representative will instruct Customer to contact IFG. Without limiting the generality of the foregoing, in no event will TexAmericas Center make any representations to or agreements with any Customer regarding IFG Service other than as set forth in the IFG Agreement and no representations or agreements will be made after the date that IFG enters into a IFG Agreement with such Customer. Notwithstanding anything to the contrary in this Agreement, if for any reason IFG does not enter into a IFG Agreement with a Customer, IFG will have no obligations or liabilities to TexAmericas Center with respect to such Customer.

3. Management of Relationship; Amendments to IFG Agreements. IFG will have the exclusive right to manage, perform and enforce the terms of the IFG Agreement with respect to any and all Approved Transactions, including, without limitation, the right to exercise and enforce all privileges and rights thereunder according to its discretion, and to amend any of the terms thereof, including without limitation any payment terms, all without any obligations to TexAmericas Center. TexAmericas Center will have no right to restrict or permit, or approve, or disapprove, any aspect of the financing relationship between IFG and a Customer, and TexAmericas Center will have no interest in any Purchased Receivables or other Collateral, as such terms are defined in the IFG Agreements.

4. No Agency; No Disparagement. Notwithstanding anything in this Agreement, neither party will make any claims, representations or warranties on behalf of the other party or bind the other party, and neither party is authorized to do so by this Agreement. Neither party will have the right, power or authority to bind or create any obligation, express or implied, on behalf of the other party. [During the term of this Agreement, each party shall not make any public statements disparaging the other party's [Marks], products or services.]

5. Relationship of the Parties. This Agreement is not intended to constitute and will not be construed to establish, a partnership, joint venture, participation agreement, or similar arrangement to any of the foregoing, between TexAmericas Center and IFG.

6. Representations and Warranties of IFG. IFG represents and warrants to TexAmericas Center as follows:

(a) Corporate Existence. IFG is a corporation, duly organized, validly existing and in good standing under the laws of the State of Maryland, USA, and has full power, right and authority to enter into and perform its obligations under and in connection with this Agreement.

(b) Corporate Approval and Authorization. The execution, delivery, and performance of this Agreement and all instruments and documents to be delivered by IFG hereunder: (i) are within its corporate authority; (ii) have been duly authorized by all necessary or proper action; (iii) do not and will not contravene any provisions of its certificate or articles of incorporation or bylaws; (iv) will not violate any known law or regulation or any order or decree of any court or governmental instrumentality; and (v) will not conflict with or result in the breach of, or constitute a default under any indenture, mortgage, deed or trust, lease, agreement, or other instrument to which it is a party or by which it or any of its assets or property are bound.

(c) Due Execution; Enforceability. This Agreement has been duly executed and delivered by IFG, and constitutes a legal, valid, and binding obligation of IFG, enforceable against IFG in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, liquidation, reorganization, or other similar laws affecting the rights of creditors generally and by the general principles of equity.

(d) Information Not Misleading. All information furnished by IFG for purposes of or in connection with this Agreement or any information hereafter furnished by IFG to TexAmericas Center for purposes of or in connection with this Agreement is true and correct in all material respects, and no such information omits to state a material fact necessary to make the information so furnished not misleading.

7. Representations and Warranties of TexAmericas Center. TexAmericas Center represents and warrants to IFG as follows:

(a) Limited Liability Existence. TexAmericas Center is a duly organized, validly existing and in good standing under the laws of Texas, USA, and has full power, right

and authority to enter into and perform its obligations under and in connection with this Agreement.

(b) Corporate Approval and Authorization. The execution, delivery, and performance of this Agreement and all instruments and documents to be delivered by TexAmericas Center hereunder: (i) are within its statutory authority; (ii) have been duly authorized by all necessary or proper action; (iii) do not and will not contravene any provisions of its statutory authority; (iv) will not violate any known law or regulation or any order or decree of any court or governmental instrumentality; and (v) will not conflict with or result in the breach of, or constitute a default under any indenture, mortgage, deed or trust, lease, agreement, or other instrument to which it is a party or by which it or any of its assets or property are bound.

(c) Due Execution; Enforceability. This Agreement has been duly executed and delivered by TexAmericas Center, and constitutes a legal, valid, and binding obligation of TexAmericas Center, enforceable against TexAmericas Center in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, liquidation, reorganization, or other similar laws affecting the rights of creditors generally and by the general principles of equity.

(d) Information Not Misleading. All information furnished by TexAmericas Center to IFG for purposes of or in connection with this Agreement or any information hereafter furnished for purposes of or in connection with this Agreement is true and correct in all material respects, and no such information omits to state a material fact necessary to make the information so furnished not misleading.

8. Events of Default. The occurrence of any one or more of the following will constitute an Event of Default under this Agreement:

(a) Either of TexAmericas Center or IFG will breach any representation, warranty, covenant or agreement set forth in this Agreement; or

(b) There will be commenced by or against any party to this Agreement any voluntary or involuntary dissolution, or any assignment for the benefit of creditors, or appointment of a receiver of custodian for any of its assets.

9. Remedies. Upon the occurrence of an Event of Default under this Agreement, the party declaring such Event of Default may exercise all rights and remedies available under applicable law. All remedies under this Agreement will be cumulative and nonexclusive of any other rights and remedies that IFG or TexAmericas Center may have under this Agreement or at law or in equity.

10. Indemnity. IFG hereby agrees to pay and to protect, indemnify, and save TexAmericas Center harmless from and against, any and all claims, demands, liabilities, damages, losses, costs, charges and expenses (including reasonable attorneys' fees and costs) that TexAmericas Center may incur or be subject to as a consequence, direct or indirect, of (i) any actions, omissions or communications by IFG, whether known or unknown to TexAmericas Center or IFG, or (ii) any breach by IFG of any of its representations or warranties set forth in this Agreement, except in each case claims, losses or liabilities resulting from the gross negligence or willful misconduct of TexAmericas Center.

11. Confidentiality. TexAmericas Center agrees that it will at all times treat as confidential and not utilize for itself or communicate or disclose to any other person, firm, corporation or entity, either directly or indirectly, any confidential information of IFG. "Confidential Information" will mean and include any and all information not ordinarily known by non-IFG personnel, including information such as customer and client lists, the costs of products and services, trade secrets, marketing policies and programs, client administration programs and procedures, pricing policies and records and other information normally understood to be confidential or otherwise designated as such by IFG.

12. Term. The term of this Agreement will be for one (1) year beginning on the date of this Agreement and will renew automatically for successive one (1) year periods. Notwithstanding the foregoing, either party may terminate this Agreement at any time (i) after the occurrence of an Event of Default by the other party, or (ii) upon thirty (30) days prior written notice to the other party (the "Term"). Notwithstanding the foregoing, any termination of this Agreement will not affect any and all indemnification obligations under Section 14 which will survive any such termination.

13. Miscellaneous.

(a) Assignment. This Agreement will be binding on and will inure to the benefit of IFG and TexAmericas Center and their respective successors and assigns, except as otherwise provided herein. TexAmericas Center may not assign, transfer, hypothecate, delegate or otherwise convey its rights, benefits, obligations or duties under this Agreement without the prior written consent of IFG.

(b) Survival of Representations and Warranties. All of the representations and warranties made herein by TexAmericas Center and IFG will survive the execution and delivery of this Agreement.

(c) Notice. Any notice required or permitted to be given or served under this Agreement will be deemed to have been validly served, given, delivered, and received upon the earlier of: (i) the first business day after transmission by facsimile or hand delivery or deposit with an overnight express service or overnight mail delivery service; or (ii) the third calendar day after deposit in the United States mails, with proper first class postage prepaid, and will be addressed to the party to be notified as follows:

If to IFG:

IFG Network LLC
7910 Woodmont Ave., Suite 1430
Bethesda, MD 20814
Attention: Sabeen Ahmed

If to TexAmericas Center:

TexAmericas Center
107 Chapel Lane
New Boston, TX 75570
Attention: Executive Director/CEO

(d) Counterparts. This Agreement may be executed by one or more of the parties on any number of separate counterparts, and all of said counterparts taken together will be deemed to constitute one and the same instrument. Any facsimile or email transmission of a signature to this Agreement will be effective as an original to bind the party to this Agreement.

(e) Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

(f) Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

(g) GOVERNING LAW. THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HEREUNDER, WILL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, USA WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed and delivered by its duly authorized representative as of the date first written above.

IFG Network LLC dba
The Interface Financial Group

TexAmericas Center

By:  _____

Name: Sabeen Ahmed

Title: COO/CCO

By:  _____

Name: Scott Norton

Title: Executive Director/CEO