



RESOLUTION NO. 20150127-08

**A RESOLUTION APPROVING ADDENDUM NUMBER FOUR TO LEASE AGREEMENT BY
AND BETWEEN TEXAMERICAS CENTER AND TEXARKANA COLLEGE**

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

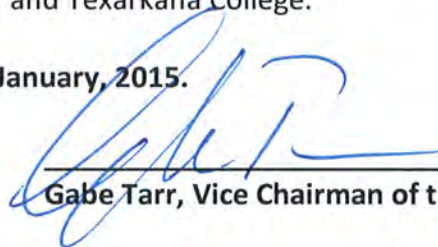
WHEREAS, TexAmericas Center and Texarkana College entered into a Lease Agreement dated January 25, 2011, which has been amended by Addendum Number One dated April 5, 2012, Addendum Number Two dated June 25, 2013, and Addendum Number Three dated January 30, 2014; and

WHEREAS, Texarkana College and TexAmericas Center desire to extend the term of the Lease for an additional year and amend the provisions with regard to rent and rent credits;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of TexAmericas Center, that TexAmericas Center enter into Addendum Number Four to the Lease Agreement by and between TexAmericas Center and Texarkana College in the form and upon the terms set forth in Exhibit "A" attached hereto; and

BE IT FURTHER RESOLVED that Scott Norton, Executive Director/CEO of TexAmericas Center shall be and he is hereby authorized to execute Addendum Number Four to the Lease Agreement by and between TexAmericas Center and Texarkana College.

PASSED and APPROVED this 27th day of January, 2015.



Gabe Tarr, Vice Chairman of the Board

ATTEST:



Boyd Sartin, Secretary/Treasurer

Boyd Sartin, Secretary/Treasurer

Attached: Exhibit A



**ADDENDUM NUMBER FOUR
TO
LEASE AGREEMENT**

This Addendum Number Four to Lease Agreement is entered into by and between TexAmericas Center as Landlord and Texarkana College as Tenant and is effective as of the date of the last of the parties to sign this document.

Recitals

WHEREAS, TexAmericas Center as Landlord and Texarkana College as Tenant entered into that certain Lease Agreement dated January 25, 2011, reference to which is hereby made for all purposes; and

WHEREAS, Landlord and Tenant have entered into an Addendum Number One dated on or about April 5, 2012, Addendum Number Two dated on or about June 25, 2013, and Addendum Number Three dated on or about January 30, 2014, reference to which is hereby made for all purposes; and

WHEREAS, Tenant desires to extend the Lease for an additional year for the period of February 1, 2015 to January 31, 2016; and

WHEREAS, the parties have agreed to amend certain terms of the Lease Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration receipt of which is hereby acknowledged by the parties, Landlord and Tenant do hereby agree to amend the Lease Agreement as follows:


Rent for the fifth year of the Lease Term from February 1, 2014, through January 31, 2015, shall be determined as follows:

1. Texarkana College shall pay to TexAmericas Center 20% of the net income received by Texarkana College from its activities on the Leased Premises after the operating expenses, salaries, and indirect costs are deducted from the gross income. Said rent shall be paid not later than January 31, 2016.
2. Texarkana College shall be required to provide the following additional consideration to TexAmericas Center:

- A. Continue maintaining a state of the art training center to use as leverage for recruitment of Tenants at TexAmericas Center properties;
 - B. Provide advertising for TexAmericas Center on Texarkana College's 100,000 watt radio station as providing during the fourth year of the Lease Term;
 - C. Develop an initiative to help drive interest to the mission of TexAmericas Center and of the importance of continued development of the property of TexAmericas Center and the area surrounding Red River Army Depot;
 - D. Provide free family Pinkerton Recreation Center memberships to all TexAmericas employees; and
3. Texarkana College shall be entitled to a credit against the rent specified in paragraph 1. above equal to \$1,000.00 for each student who graduates from the welding program above the minimum graduation rate of 13 students per year and Texarkana College shall be entitled to a credit against the rent specified in paragraph 1. above equal to \$1,000.00 for each student who graduates from the diesel technology program above the minimum graduation rate of 13 students per year.
4. Texarkana College shall also be entitled to a credit against the rent specified in paragraph 1. above equal to \$1.00 for each training hour of training provided by Texarkana College to employees of current and future Tenants of TexAmericas Center Properties (excluding employees of Red River Army Depot and other federal agencies).
5. The rent due and payable under paragraph 1. above may be reduced to 0 under the terms of this Addendum but in no event shall TexAmericas Center be obligated to make any payments to Texarkana College.
6. Except as modified by the terms of this Addendum Number Four, the Lease Agreement, as previously modified by Addendum Number One, Addendum Number Two and Addendum Number Three, shall remain in full force and effect and is hereby ratified by the parties.


DATE: 1/27/15

TEXAMERICAS CENTER

By: 
Scott Norton,
Executive Director/CEO

DATE: 1-28-15

TEXARKANA COLLEGE

By: 
James Henry Russell, President