



RESOLUTION NO. 20160726-05

A RESOLUTION AUTHORIZING THE SALE OF 10 ACRES TO HOOKS SPECIAL INDUSTRIAL DEVELOPMENT CORPORATION AND AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE DOCUMENTS

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, Hooks Special Industrial Development Corporation desires to purchase a tract of 10 acres of commercial unimproved land; and

WHEREAS, the parties have negotiated the terms of such a sale including a purchase price of **\$185,000.00**;

NOW, THEREFORE, BE IT RESOLVED, that TexAmericas Center enter into a Contract with Hooks Special Industrial Development Corporation to sell a 10 acre tract for a purchase price of **\$185,000.00**; and

BE IT FURTHER RESOLVED, that Scott Norton, Executive Director/CEO shall be and he is hereby authorized to execute a Real Estate Contract to document the transaction upon the terms as substantially set forth in the Real Estate Contract attached hereto as Exhibit "A"; and

BE IT FURTHER RESOLVED, that Scott Norton, Executive Director/CEO shall be and he is hereby authorized to execute any and all documents necessary to consummate the transaction including the Special Warranty Deed and all closing documents.

PASSED and APPROVED this 26th day of July, 2016



Denis Washington, Chairman of the Board

ATTEST:



Melford Pierce, Secretary

ATTACHMENT: REAL ESTATE CONTRACT –EXHIBIT A

PREPARED IN THE OFFICE OF:
JORDAN LAW FIRM, L.L.P.
#4 Woodmont Crossing
Texarkana, Texas 75503

NOTICE OF CONFIDENTIALITY RIGHTS:
IF YOU ARE A NATURAL PERSON, YOU
MAY REMOVE OR STRIKE ANY OF THE
FOLLOWING INFORMATION FROM THIS
INSTRUMENT BEFORE IT IS FILED FOR
RECORD IN THE PUBLIC RECORDS:
YOUR SOCIAL SECURITY NUMBER OR
YOUR DRIVER'S LICENSE NUMBER

TEXAMERICAS CENTER
REAL ESTATE CONTRACT
(Commercial Unimproved Land)

STATE OF TEXAS

COUNTY OF BOWIE

This Contract of Sale is made by and between TEXAMERICAS CENTER, a political subdivision of the State of Texas, Bowie County, Texas (hereinafter referred to as "Seller"), and HOOKS SPECIAL INDUSTRIAL DEVELOPMENT CORPORATION, of Hooks, Bowie County, Texas (hereinafter referred to as "Purchaser"), upon the terms and conditions set forth herein.

ARTICLE I
PURCHASE AND SALE

Seller hereby sells and agrees to convey, and Purchaser hereby purchases and agrees to pay for, the tract of land ("the Property") more particularly described as follows:

All that certain 10 Acre Tract more particularly described in Exhibit "B" attached hereto and incorporated herein for all purposes, together with a non exclusive and terminable access easement for ingress and egress to and from the 10 Acre Tract over and across that certain 2.11 Acre Tract more particularly described in Exhibit "C" which is attached hereto and incorporated herein for all purposes.

The Property is a portion of that certain property deeded to Red River Redevelopment Authority (now known as TexAmericas Center) by that certain Deed Without Warranty recorded in Volume 5898 at Page 1 of the Real Property Records of Bowie County, Texas.

ARTICLE II PURCHASE PRICE

2.01. Amount of Purchase Price. The purchase price for said property shall be the sum of One Hundred Eighty-five Thousand and No/100 Dollars (\$185,000.00). ✕

2.02. Payment of Purchase Price. The purchase price shall be payable in cash at Closing.

ARTICLE III PURCHASER'S OBLIGATIONS

3.01. Conditions to Purchaser's Obligations. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing).

3.02. Acceptability of Financing. (Intentionally deleted)

3.03. Inspection and Feasibility Studies. Within thirty (30) days after the date hereof, Purchaser is granted the right to conduct an engineering survey and feasibility study of the property, and such environmental, endangered species, wetlands assessments, subsurface tests, test borings, water surveys, percolation tests, topographical survey, sewage disposal survey and drainage determinations, and such other testing as Purchaser deems necessary, and in this connection Purchaser or Purchaser's designated agents may enter upon the premises for said purposes. If it should be determined by Purchaser in Purchaser's sole judgment that the property is not suitable for the intended purposes, or that the results of such tests and/or assessments are not acceptable to Purchaser, then and in this event, Purchaser may, on written notice to Seller received prior to the end of the period, terminate this agreement, and it shall be null and void for all purposes, and the Escrow Deposit shall be forthwith returned by the title company to Purchaser. If the written notice is not received within this period, the conditions shall be deemed to be acceptable and any objection thereto shall be deemed to have been waived for all purposes.

3.04. Preliminary Title Report. (Intentionally deleted)

3.05. Survey. Within ten (10) days from the date hereof, Seller, at Seller's sole cost and expense shall cause to be delivered a current plat of survey of the property, prepared by a duly licensed Texas land surveyor acceptable to Purchaser. The survey shall be staked on the ground, and the plat shall show the location of all improvements, highways, streets, roads, water courses, fences, easements and rights-of-way on or adjacent to the property, if any, and shall contain the surveyor's certification that there are no encroachments on the property. Purchaser will have ten

(10) days after receipt of such survey to review and approve same. In the event any portion of such survey is unacceptable to Purchaser, then Purchaser shall within the ten (10)-day period give Seller written notice of such fact. Seller shall promptly undertake to eliminate or modify all such unacceptable portions to the reasonable satisfaction of Purchaser. In the event Seller is unable to do so within twenty (20) days after receipt of written notice, Purchaser may terminate this Agreement, by giving written notice to Seller within ten (10) days thereafter. Purchaser's failure to give Seller such written notice shall be deemed to be Purchaser's acceptance of the survey.

3.06. Seller's Compliance. Seller shall have performed, observed and complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by them prior to or as of the closing.

3.07. Termination of Contract. In the event that Purchaser elects to terminate this Agreement as provided in this Article III, Purchaser shall so notify Seller in writing within the time period specified, and in such event, the Escrow Deposit as recited herein (excluding the Independent Consideration) shall be returned to the Purchaser and this Agreement shall be null and void.

3.08. Special Conditions. Prior to closing, Seller shall have complied with the Subdivision Platting requirements of Bowie County, Texas, for the property regarding the Property and adjoining property.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date:

- (1) There are no parties in possession of any portion of the property as lessees, tenants at sufferance or trespassers;
- (2) There is no pending or threatened condemnation or similar proceeding or assessment affecting the property, or any part thereof, nor to the best knowledge and belief of Seller is any such proceeding or assessment contemplated by any governmental authority;
- (3) Seller has to Seller's knowledge and belief complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the property or any part thereof;
- (4) The property shall have full and free access to and from public highways, streets or roads, and to the best knowledge of Seller, there is no pending or threatened governmental proceeding that would impair or result in the termination of this access; Seller shall provide a non-exclusive terminable access easement to the nearest public highway, street or road to the property over and across the roads known as Cass Street.

(5) There are water, sewer, and electricity lines which are in the vicinity of, but do not necessarily adjoin the property. Purchaser acknowledges that it shall be responsible for all costs to extend said utilities to the property and for all costs of connecting to the systems, metering the utilities, and extending the lines to the property.


ARTICLE V PROPERTY CONDITION

5.01. Property Condition – Seller’s Repairs. Subject to Purchaser’s rights under paragraph 3.03, and further subject to Seller’s obligations under paragraph 6.01, Purchaser accepts the property in its present condition “AS IS”, “WHERE IS” and “WITH ALL FAULTS” and acknowledges that SELLER PROVIDES NO WARRANTY AS TO THE CONDITION OF THE PROPERTY (EXCEPT AS TO TITLE) OR THE SUITABILITY THEREOF FOR PURCHASER’S INTENDED PURPOSES.

5.02. Purchaser’s Repairs. Purchaser shall pay for any repairs required by Purchaser or Purchaser’s lender.

5.03. Seller’s Disclosure of Property Condition. Purchaser acknowledges that there are no residential improvements on the Property, and therefore Seller is not required to give Purchaser the Disclosure Form required by Texas Property Code, Section 5.008.

ARTICLE VI CLOSING

The closing shall be held at the office of JORDAN LAW FIRM, L.L.P., 4 Woodmont Crossing,  Texarkana, Bowie County, Texas, on or before July 15, 2016, or as soon thereafter as all objections to title or survey are removed, but in no event later than July 31, 2016.

6.01. Seller’s Obligations. At the closing, Seller shall

(A) deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments and restrictions except for the following “Permitted Exceptions”:

(1) Reservation by Seller of the following assignable easements:

- A. An access easement and utility easement over and across that certain 0.477 acre tract more particularly described in Exhibit “D” attached hereto and incorporated herein;
- B. An easement for the installation of utilities 15’ in width along and adjacent to the North and West boundaries of the property;

- C. Reservation by Seller of the right for a period of ten (10) years after the date of closing to require the Purchaser, its successors and/or assigns to grant to Seller, its successors and/or assigns, a 60 foot in width access easement to be located approximately half way between the North boundary line and the South boundary line of the Property and run from Cass Street to the East border of the Property; the right to require the conveyance of said Easement shall exist only for a period of ten (10) years and may only be exercised in the event that no construction of permanent buildings has been located upon said proposed easement tract prior to the request for the grant;
- D. A sign easement allowing Seller, its successors and assigns, to construct and maintain a sign now located and which may hereafter be located upon that certain 0.06 acre tract more particularly described in Exhibit "E" attached hereto and incorporated herein; Purchaser, its successors and assigns shall not construct any improvements upon the Property which obstruct the view of the sign located upon the sign corridor easement from either Cass Street or U.S. Highway 82.
- (2) A twenty-five foot (25') building set back line along all boundaries of the Property;
- (3) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (4) Utility Easements affecting the Property;
- (5) Flood Plain regulations applicable to the Property;
- (6) Mineral reservations or mineral conveyances by prior owners and any outstanding oil, gas or mineral leases;
- (7) Reservation by Seller of any and all oil, gas and other minerals owned by Seller prior to execution of this Contract.
- (8) All matters which the Title Company recites as exceptions to title or which are shown on the survey, if Purchaser does not make timely objection as provided in Section 3.04 and 3.50 hereof;
- (9) Easements, rights of way, building set back lines, line of site clear zone, and all other matters shown in the Army Deed recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, State of Texas.

- (10) Restrictions and Covenants of Record in Volume 5898, Page 1, of the Real Property Records of Bowie County, State of Texas.
 - (11) Exceptions and restrictions set forth in Exhibit "A" attached hereto which shall be incorporated into the deed from Seller to Purchaser.
 - (12) Restriction to be reserved in the Deed, that the Property may not be used for heavy industrial purposes or for residential purposes; the Property may only be used for commercial purposes such as office and retail, and light manufacturing.
 - (13) Seller shall reserve the right for a period of ten (10) years after the date of closing to repurchase the Property in the event that Purchaser has not sold or developed the Property and provided that Seller has a viable user of the Property, willing, ready and able to provide jobs by use of said Property. In such event the Purchase Price shall be \$185,000.00.
 - (14) Any exceptions approved by Purchaser pursuant to Article III hereof;
 - (15) Any exceptions approved by Purchaser in writing; and
- (B) (Intentionally deleted)
- (C) (Intentionally deleted)
- (D) deliver to Purchaser possession of the property.

6.02. Purchaser's Obligations. Purchaser shall pay the cash portion of the purchase price.

6.03. Prorations. General real estate taxes for the then current year relating to the property, rents, insurance, and utility charges, if any, shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. All special taxes or assessments, if any, to the closing date shall be paid by Seller.

6.04. Rollback Taxes. If this sale or Purchaser's use of the Property after closing results in the assessment of additional taxes, penalties and/or interest for periods prior to closing, the additional taxes, penalties and/or interest shall be paid by the Purchaser. The provisions of this paragraph shall survive closing.

6.05. Closing Costs. Purchaser and Seller each shall pay its share of the closing costs which are customarily assessed by a title company or applicable law against a Seller and a

Purchaser in a transaction of this character in County and State in which the Property is located, unless provided otherwise herein.

ARTICLE VII
REAL ESTATE COMMISSIONS

Purchaser and Seller each represents to the other that neither party has any agreement with a third party regarding a finder's or consultant's fee or real estate commission or any other payments to be paid relative to the negotiation or closing of this Contract or sale of the property sold or any interest therein and accordingly each party agrees to indemnify and hold the other party harmless from anyone claiming any such commissions or fees through the Seller or Purchaser as the case may be.

ARTICLE VIII
ESCROW DEPOSIT/INDEPENDENT CONSIDERATION

8.01. Initial Deposit. For the purpose of securing the performance of Purchaser under the terms and provisions of this Agreement, Purchaser has delivered JORDAN LAW FIRM, L.L.P., 4 Woodmont Crossing, , Texarkana, Texas, (Escrow Agent), the sum of \$ _____ of which sum One Hundred and No/100 Dollars (\$100.00) shall constitute the Independent Consideration and the balance shall constitute the Escrow Deposit.

8.02. Disposition of Escrow Deposit. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the Escrow Agent to Purchaser.

8.03. Independent Consideration. The Independent Consideration has been bargained for and agreed to as consideration for Seller's execution and delivery of this Contract. The Independent Consideration is in addition to and independent of all other consideration provided for in this contract, is earned and is non-refundable. The Independent Consideration may be withdrawn from the Escrow Agent by Seller at any time without further direction from Purchaser, and if this Agreement is terminated for any reason, said sum will, if not previously withdrawn by Seller, be paid to Seller without regard to the disposition of the Escrow Deposit.

ARTICLE IX
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the property for any reason, except Purchaser's default, Purchaser may (1) enforce specific performance of this Agreement; or (2) request that the Escrow Deposit shall be returned by the title company to Purchaser.

ARTICLE X
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to (1) bring suit for specific performance, or (2) receive the Escrow Deposit from the title company, such sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities and obligations imposed upon it by the terms and provisions of this Agreement, and Seller agrees to accept and take said cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

ARTICLE XI
CASUALTY LOSS AND CONDEMNATION

11.01. Casualty Loss. If any part of the property is damaged or destroyed by fire, wind, or other casualty loss prior to closing, Seller shall restore the property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller is unable to do so, or fails to do so, Purchaser may (1) extend the closing date up to ninety (90) days to provide additional time for Seller to perform; (2) accept the property in its damaged condition in which case Seller shall assign all insurance proceeds to Purchaser; or (3) terminate this agreement in which case the Escrow Deposit shall be refunded to Purchaser. This paragraph shall apply instead of Section 5.007, Texas Property Code.

11.02. Condemnation. If prior to closing, condemnation proceedings are commenced, or Seller receives notice that a governmental authority plans to institute condemnation proceedings of any part of the property, Purchaser may (1) extend the closing date until after the condemnation proceeding is completed, accept any award in condemnation, or payment made for a conveyance in lieu of condemnation, and reduce the sales price by the same amount as the award or payment, or (2) terminate this contract by written notice to Seller within 15 days after Purchaser receives written notice from Seller of the proposed condemnation.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.01. Assignment of Contract. This Contract may not be assigned without the express written consent of Seller.

12.02. Survival of Covenants. Any of the representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the closing of the transactions contemplated hereby shall survive the closing and shall not be merged therein.

12.03. Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth below the signature of such party hereto with a copy to Counsel if Counsel is identified.

12.04. CHOICE OF LAW; VENUE. THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CHOICE-OF-LAW RULES OF ANY JURISDICTION, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BOWIE COUNTY, STATE OF TEXAS. VENUE IS IN THE COUNTY OF PERFORMANCE.

12.05. Parties Bound. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

12.06. Legal Construction. In the case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12.07. Prior Agreements Superseded. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

12.08. Time of Essence. Time is of the essence of this Contract. The obligations and undertakings of the Parties hereto shall be performed within the time specified therefore, and failure to perform within such time shall constitute an event of default on that part of the party which fails to perform.

12.09. Gender. Words of any gender used in this contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

12.10. Memorandum of Contract. Upon request of either party, both parties shall promptly execute the memorandum of this agreement suitable for filing of record.

12.11. Compliance. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that he should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

12.12. Attorney's Fees. If Seller or Purchaser, Broker, or Escrow Agent is a prevailing party in any legal proceeding brought under or with respect to this contract, said prevailing party

shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs. This provision shall survive the closing.

12.13. Federal Tax Requirements. If Seller is a "foreign person" as defined by applicable law, or if Seller fails to deliver an affidavit that Seller is not a "foreign person," then Purchaser shall withhold from the sales proceeds an amount sufficient to comply with applicable law and deliver the same to the Internal Revenue Service, together with appropriate tax forms. IRS regulations require filing written reports if cash in excess of specified amounts is received in the transaction.

12.14. Construction of Contract. Seller and Purchaser acknowledges that this document is the result of negotiations between the parties in which both contributed to the drafting hereof and shall not be construed against either of them as having been the primary or dominant drafter.

12.15. Captions. The captions of the various paragraphs and clauses of this instrument have been inserted for the purpose of convenience and such captions shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions herein.

12.16. Mediation. Any dispute between Seller and Purchaser related to this Contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider prior to the initiation of litigation; provided, however, this paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction. The parties to the mediation shall bear the mediator's cost equally.

ARTICLE XIII NOTICES AND SPECIAL PROVISIONS

13.01. Special Notices.

- A. Purchaser is advised to have an abstract of title covering the Property examined by an attorney of Purchaser's selection, or Purchaser should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Purchaser's choice due to the time limitations on Purchaser's right to object.
- B. If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

- C. If for the current ad valorem tax year the taxable value of the land that is the subject of this contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.
- D. The real property that you are about to purchase may be located in a certificated water or sewer area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificates area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property.

The undersigned purchaser hereby acknowledges receipt of the forgoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property.

13.02. Special Provisions. The following additional covenants and conditions shall apply to this transaction, to-wit:

- A. The exceptions and reservations set forth in Exhibit "A", which are binding upon the Property and all owners of same, shall be incorporated into the Deed from Seller to Purchaser at Closing. Purchaser agrees to comply with the requirements of said exceptions and reservations and to indemnify, defend and hold Seller harmless from any and all claims, liabilities, losses, damages, remediation expenses, fines and penalties, and costs, foreseen or unforeseen, including without limitation counsel, engineering, and other professional or expert fees that Seller may incur by reason of Purchaser's action or inaction with regard to Purchaser's obligations under this Section.

The provisions and covenants of this section shall survive the Closing of this transaction.

B. Army Imposed Restrictions.

a. Notwithstanding any other provision of this Contract, this Contract is made subject to, and Purchaser agrees to be bound by those certain exceptions, limitations, covenants, conditions and reservations set forth in the Deed Without Warranty conveying the Property from the United States of America, acting by and through the Secretary of the Army to Red River Redevelopment Authority dated September 1, 2010, and recorded in Volume 5898, Page 1 of the Real Property Records, Bowie County, Texas, to the extent said provisions apply to the Property. A copy of the Deed Without Warranty is available at the offices of Seller.

b. Purchaser specifically acknowledges that the Deed Without Warranty contains the following language regarding Post Transfer Discovery of Contamination:

“A. If an actual or threatened release of a hazardous substance or petroleum product is discovered by the GRANTEE, its successors or assigns on the Property after the date of conveyance, GRANTEE, its successors or assigns, shall be responsible for the investigation and/or remediation of such release or newly discovered substance unless GRANTEE is able to demonstrate that such release or such newly discovered substance was due to GRANTOR’s activities, use, or ownership of the Property. If the GRANTEE, its successors or assigns believe the discovered hazardous substance is due to GRANTOR’s activities, use or ownership of the Property, GRANTEE will immediately secure the site and notify the GRANTOR of the existence of the hazardous substances, and GRANTEE will not further disturb such hazardous substances without the written permission of the GRANTOR.

B. GRANTEE, its successors and assigns, as consideration for the conveyance of the Property, agree to release GRANTOR from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the GRANTEE, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the GRANTOR’s responsibilities to conduct response actions or corrective actions that are required by

applicable laws, rules and regulations, or the GRANTOR's indemnification obligations under applicable laws."

c. Purchaser agrees to comply with the provisions of this subsection and will be responsible for all claims, damages, remediation expenses, fines and penalties related to violation of Hazardous Materials Laws, and/or violation or breach of the restrictions and covenants set forth in this Section 13.02 B. after the Closing, including but not limited to such claims, damages, remediation expenses, fines and penalties related to the release, disturbance, spreading, extension, expansion or exacerbation of a release or substance by Purchaser or those on the Property with the consent or for the benefit of Purchaser. The provisions and covenants of this section shall survive Closing.

C. Reservation of Rights. Seller reserves the right to include the Property including the easement locations, if any, together with other adjoining property owned by Seller in a subdivision plat, dedicate the roads as public roads, and subject the property described in said platted subdivision to utility easements and common restrictive covenants; provided, however, that said restrictive covenants and easements shall not interfere unreasonably with Purchaser's use and related uses. It shall not be necessary or required that Purchaser join in the execution of any such plat dedication, road dedication, or declaration of restrictive covenants and easements.

D. Common Area Charges. Purchaser acknowledges and agrees that it shall be responsible for and pay its proportionate share of the "TexAmericas Center-East common area charges" based upon the square footage of the Property as a percentage of the total area of the TexAmericas Center-East development area (excluding the "common areas"). The "common areas" are those areas of TexAmericas Center-East used by and/or for the benefit of all property owners or Purchasers within TexAmericas Center-East, including but not limited to parks, recreational facilities, walkways, roadways and public parking areas. "Common area charges" are those property taxes, user charges, payments in lieu of taxes, maintenance, improvement, and betterment charges, and other local, county, TexAmericas Center, or other governmental assessments on or against the Commerce Park common areas. The common area charges, other than taxes, shall not exceed ten cents (\$0.10) per \$100.00 valuation of the Property based upon the fair market value thereof as determined by the Bowie Central Appraisal District for the year in which the assessment is made. Seller shall notify Purchaser of the amount of the assessment, and Purchaser shall pay said assessment within thirty (30) days. The provisions of Section 13.02 shall survive Closing.

ARTICLE XIV
EFFECTIVE DATE

14.01. Effective Date. This agreement shall be effective as of the date set forth below the signature of the last party to sign the agreement.

SELLER:

TEXAMERICAS CENTER

By: 
Scott Norton, Executive Director/CEO

Date: July ~~June~~ __, 2016

**Address for Notices to
Sellers:**

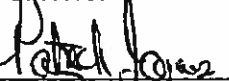
TexAmericas Center
Attn: ~~CEO~~ CEO
107 Chapel Lane
New Boston, Texas 75570

Attorneys for Sellers:

Raymond W. Jordan
JORDAN LAW FIRM, L.L.P.
4 Woodmont Crossing
Texarkana, Texas 75503

PURCHASER:

HOOKS SPECIAL INDUSTRIAL DEVELOPMENT
CORPORATION

By: 
Name: Patrick James
Title: President

Date: June 14, 2016

**Address for Notices to
Purchasers:**

Hooks SIDC
P.O. Box 441
Hooks, TX 75561

Attorneys for Purchaser:

EXHIBIT A
ENVIRONMENTAL PROTECTION PROVISIONS

ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions and notifications will be attached, in a substantially similar form, as an exhibit to the Deed and be incorporated therein by reference in order to ensure protection of human health and the environment.

1. RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) PERMIT

The GRANTEE acknowledges that the Lone Star Army Ammunition Plant is subject to the Resource Conservation and Recovery Act (RCRA) Permit for Industrial Solid Waste Management No. HW50292-001, issued in 1992, and renewed in September 2003. For so long as the Property remains subject to the RCRA Permit, the GRANTEE, its successors and assigns, agree that they will not interfere with United States Department of the Army activities required by the RCRA Permit. In addition, should any conflict arise between the RCRA Permit and any amendment thereto and the deed provisions, the RCRA Permit provisions will take precedence. The GRANTOR assumes no liability to the GRANTEE, its successors and assigns, should implementation of the RCRA Permit interfere with their use of the Property subject to the terms and conditions of GRANTOR's right of access in Paragraph 3 of the Deed above.

2. LAND USE RESTRICTIONS

- A.** The United States Department of the Army has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The GRANTEE, its successors and assigns, shall not undertake nor allow any activity on, or use of, the property that would violate the land use restrictions contained herein and they shall be binding on the GRANTEE, its successors and assigns, and shall run with the land. The GRANTEE, its successors and assigns, transferees, sub lessees, tenants, invitees or licensees shall not engage in activities that violate these land use restrictions.
- B. Residential Use Restriction.** The GRANTEE, its successors and assigns, shall use the property solely for commercial or industrial activities and not for residential purposes. For purposes of this restriction, residential use includes, but is not limited to, single family or multi-family residences; childcare facilities; and nursing home or assisted living facilities; and any type of education purpose for children/young adults in grades kindergarten through grade 12.
- C. Groundwater Restriction.** GRANTEE is hereby informed and acknowledges that the groundwater under the Property is contaminated at many site-specific locations throughout the RRRA Parcel. The GRANTEE, its successors and assigns, shall not access or use the groundwater underlying the Property for any purpose without the prior written approval of the United States Department of the Army and the Texas

Commission on Environmental Quality. For purpose of this restriction, "ground water" shall have the same meaning as in Section 101(12) of the CERCLA.

- D. Groundwater Monitoring Wells.** GRANTEE has been informed of and acknowledges the presence of groundwater monitoring wells on the Property. The Army reserves a right to access these wells for the purposes of installing, monitoring, maintaining, and removing the wells. The GRANTEE, its successors and assigns, shall not destroy, remove or inactivate these wells nor interfere with any monitoring actions conducted by the U.S. Department of the Army or its contractors at these wells.
- E. Ground Disturbance or Intrusive Activities.** The GRANTEE acknowledges that areas designated as "MEC Area" in Attachment 1 on the Property contain munitions and explosives of concern (MEC). The GRANTEE, its successors and assigns, shall not conduct ground disturbing or intrusive activities in these areas without the express written consent of the Army. Any such activities approved by the Army conducted on behalf of the GRANTEE should be undertaken by trained personnel in MEC safety measures.
- F. Landfill Restrictions.** The Property includes the Inactive Western Sanitary Landfill, the Abandoned Construction Landfill (LSAAP-009), and the CC 1313 Landfill. The GRANTEE, its successors and assigns, shall not conduct or permit others to conduct any excavation, digging, drilling, or other ground disturbance activities that may damage caps or disturb buried waste in these areas. LUCs at these landfills included deed recordation. Access to the CC 1313 Landfill and the Abandoned Construction Landfill (LSAAP-009) has been limited through posted signs and by fence and gate, respectively, which shall be maintained by the GRANTEE.
- G. Security Clearance (Manned Guard Post – Temporary).** The GRANTOR will maintain site security through the maintenance of the existing perimeter fence and fund the costs for manned security guards at two LSAAP gates to restrict public access to the Property. The fencing and security patrols will be appropriately adjusted over time, based on the completion of remediation activities and TCEQ approvals.
- H. Radiological Materials Notification and Covenant.** The GRANTEE is hereby informed and does acknowledge that radioactive materials and equipment containing radioactive materials were present on the Property to be conveyed, described as follows:
- LSAAP had United States Nuclear Regulatory Commission (USNRC) License Nos. 42-15051-01 and 42-15051-02 for sealed sources in the past related to non-destructive testing and quality control instrumentation. Both USNRC licenses have been terminated.

- Radiological materials that were used under the existing Army Radiation Permits (ARP):
- Depleted uranium (DU) was detected in Building E-138 from the presence of linacs.
- Polonium-210 used for static charge elimination was located in Building G-15, Bay 8 (3units).
- Cesium-137 used for radiological instrument checks was located in Building I-5, Room 118 (4 sealed check sources and 1 sealed source).
- Depleted Uranium used for shielding a linear accelerator was located in Building G-2.
- Tritium in static meters was located in Building I-5, Room W-12.
- Sodium-22 formerly used for sheer pin detection machines was stored for disposal in Building I-5.
- Rapiscan RAP 522B, Cabinet X-Ray Unit in Bldg I-6.
- Varian Linatron 3M, Industrial X-Ray was located in Bldg B-13.

There is no evidence of a release of radiological materials. The GRANTEE, its successors and assigns, shall not access or use, or permit others to access or use, Buildings B-13, E-138, G-2, G-15, Room W-12 and Room 118 of Building I-5, and I-6 on the Property. This restriction shall apply until the Army has submitted the Historical Site Assessment and any necessary survey results to the Army Radiation Safety Officer (RSO). Upon approval by the RSO, the property is released for unrestricted use and documentation of such approval will be provided to GRANTEE in recordable form.

- I. Modifying Restrictions.** Nothing contained herein shall preclude the GRANTEE, its successors or assigns, from undertaking, in accordance with applicable laws and regulations and without any cost to the GRANTOR, such additional action necessary to allow for other less restrictive use of the Property. Prior to such less restrictive use of the Property, the GRANTEE shall consult with and obtain the approval of the GRANTOR, and, as appropriate, the State or federal regulators, or the local authorities. Upon the GRANTEE's obtaining the approval of the GRANTOR, and, as appropriate, state or federal regulators or local authorities, the GRANTOR agrees to record an amendment hereto. This recordation shall be the responsibility of the GRANTEE and at no additional cost to the GRANTOR.
- J. Submissions.** The GRANTEE, its successors and assigns, shall submit any requests to modification to the above restrictions to GRANTOR and Texas Commission of Environmental Quality by first class mail, postage prepaid, addresses as follows:

GRANTOR: Mr. Webster Procter
Office of the Assistant Chief of Staff

for Installation Management
ATTN: BRAC Division (DAIM-ODB)
600 Army Pentagon
Washington, DC 20310-0600

TCEQ: Ms. Maureen Hatfield
Team I, Environmental Cleanup Section I
Remediation Division
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, TX 78711-3087

3. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

A. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos containing material "ACM" has been found on the Property. The Property may contain improvements, such as facilities, equipment and pipelines, above and below the ground, that contain friable and non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

B. For the buildings and structures on the Property listed in the Table of Facilities to be Surveyed for ACM (Army Responsibility), Table 1 of Attachment 2, the Grantor agrees to conduct an asbestos survey and conduct any necessary abatement or remediation in compliance with all applicable laws related to ACM and asbestos. After the Grantor conducts the survey and any necessary abatement or remediation of ACM and asbestos based on the survey, the Grantee will then be responsible for any further maintenance, abatement, or remediation in the future to comply with applicable laws and regulations relating to ACM and asbestos in these buildings and structures listed in the Table of Facilities to be Surveyed for ACM (Army Responsibility), Table 1 of Attachment 2. For the remainder of buildings and structures on the Property as listed in the Table of Facilities Which May Contain ACM (RRRA Responsibility), Table 2 of Attachment 2, the Grantee acknowledges that they may contain friable asbestos as of the date of conveyance and agrees to be responsible for any and all asbestos abatement or remediation that may be required under applicable law or regulation at no expense to the Grantor. The Grantor has agreed to transfer said buildings in the Table of Facilities Which May Contain ACM (RRRA Responsibility), Table 2 of Attachment 2, to the Grantee, prior to remediation or abatement of asbestos hazards that may exist in those buildings, in reliance upon the Grantee's express representation and covenant to be responsible for the required asbestos abatement or remediation

of these buildings or structures prior to occupancy thereof in accordance with applicable law. However, the Grantor agrees that the Grantor and its contractors shall comply with applicable laws relating to ACM or asbestos in the course of performing activities within the buildings or structures in the Table of Facilities Which May Contain ACM (RRRA Responsibility), Table 2 of Attachment 2, including conducting removal of fixtures and personal property, remediation, and explosive decontamination in the buildings or structures on the Property listed in the Table of Facilities Which May Contain ACM (RRRA Responsibility), Table 2 of Attachment 2.

C. Subject to the provisions of Paragraph 3.B above, the Grantor assumes no liability for damages for personal injury, illness, disability or death, to the Grantee, or to the Grantee's, assigns, employees, invitees, or any other person subject to the Grantee's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos in or on the buildings, to include asbestos in or on buried pipelines, on the Property, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured. This provision shall not be applicable in cases where the Grantor or its contractors are performing activities on the Property that cause contact of any kind with asbestos as provided above.

D. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all Federal, State, and local laws relating to asbestos.

E. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the buildings and structures on the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

4. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES

A. The GRANTEE is hereby informed and does acknowledge that all buildings on the Property which were constructed or rehabilitated prior to 1978 are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The GRANTEE covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property, as defined under 24 Code of Federal Regulations Part 35 laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the GRANTEE specifically agrees to perform, at its

sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

C. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect buildings and structures on the Property as to their lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns in buildings or structures on the Property.

5. PCB NOTIFICATION AND COVENANT

A. The GRANTEE is hereby informed and does acknowledge that the Army conducted a PCB transformer study, which indicated that there are PCB-containing transformers in use on the Property, as listed in Attachment 3. In addition, the GRANTEE is hereby informed and does acknowledge that the potential presence of PCB Paint in buildings or structures on the Property.

B. The GRANTEE covenants and agrees that its continued possession, use and management of any PCBs and PCB-containing equipment will be in compliance with all applicable laws relating to PCBs and PCB-containing equipment. The GRANTEE agrees to be responsible for any future abatement and remediation of PCB contamination from PCB Paint and PCB-containing equipment found to be necessary in or on equipment, buildings or structures on the Property at no expense to the GRANTOR. The GRANTOR has agreed to transfer said buildings to the GRANTEE, prior to remediation or abatement of PCB Paint, in reliance upon the GRANTEE's express representation and covenant to perform any PCB Paint abatement or remediation of these buildings as required by applicable law.

C. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect buildings and equipment on the Property as to the presence of PCBs. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any PCB hazards or concerns in buildings, structures or equipment.

6. NOTICE OF THE POTENTIAL PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN ("MEC") AND COVENANT

A. **Notification.** The GRANTEE is hereby notified that due to the former use of the Property as a military installation, the Property may contain munitions and explosives of concern ("MEC"). The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) Unexploded ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (2) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (3) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard. If the GRANTEE, any subsequent owner, or any other person should find MEC on the Property, they shall not attempt to disturb, remove or destroy it, but shall immediately notify the local law enforcement agency having jurisdiction on

the RRRRA Parcel so that appropriate Department of Defense explosive ordnance disposal (EOD) personnel can be dispatched to address such MEC as required under applicable laws and regulations and at no expense to the GRANTEE.

B. The Property was previously used for munitions production and storage. In 1946, an explosion occurred in Area C. A carload of 37mm HE munitions accidentally caught fire and created low-order explosions. A Geophysic-aided surface/near-surface MEC investigation was conducted in July 2007 by UXO-qualified technicians. Four 100-ft square investigation grids established east of Barricade C-40 and north of the Area C southern fence line were investigated. No MEC was identified in those grids. In 1969, an explosion occurred outside Igloo 7, Row 3 in Area V. A van with approximately 531,000 detonators exploded. A Geophysic-aided surface/near-surface MEC investigation conducted August 2007 by UXO-qualified technicians. Four 100-ft square grids encompassing 100 feet north and south, and 200 feet east of the explosion site were investigated. No MEC was identified in those grids. A summary of MEC discovered on the property is provided in Attachment 4. A map depicting the location of munitions response sites is provided at Attachment 1.

C. Easement and Access Rights:

(1) The GRANTOR reserves a perpetual and assignable right of access on, over, and through, to access and enter upon the Property in any case in which a munitions response action is found to be necessary, or such access and entrance is necessary to carry out a munitions response action on adjoining property. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting, surface and subsurface clearance operations, or any other munitions response action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. This right of access shall be binding on the GRANTEE, its successors and assigns, and shall run with the land.

(2) In exercising this easement and right of access, the GRANTOR shall give the GRANTEE or the then record owner, reasonable notice of the intent to enter on to the Property, except in emergency situations. GRANTOR shall use reasonable means, without significant additional costs to the GRANTOR, to avoid and/or minimize interference with the GRANTEE's and the GRANTEE's successors' and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

(3) In exercising this easement and right of access, neither the GRANTEE nor its successors and assigns, as the case maybe, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this Paragraph. In addition, the

GRANTEE, its successors and assigns, shall not interfere with any munitions response action conducted by the GRANTOR on the Property. Provided, however, that nothing in this paragraph shall be considered as a waiver by the GRANTEE and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

7. No provision in this Environmental Protection Provisions will be construed to negate or modify the GRANTOR's obligations under CERCLA.

As used in this Exhibit "A", the term "Grantor" means the United States of America, U.S. Department of the Army, and the term "Grantee" means TexAmericas Center (formerly known as Red River Redevelopment Authority).

EXHIBIT "B"
10 ACRE TRACT LEGAL DESCRIPTION

All that certain lot, tract or parcel of land lying and situated in the Charles Lewis Headright Survey, Abstract 338, Bowie County, Texas, being being part of that certain tract of land described as Tract 2 – North of Proposed 4th Street Parcel with 649.335 acres in the deed from United States of America to Red River Redevelopment Authority, now known as TexAmericas Center, dated September 1, 2010, recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod set for a corner, capped MTG 101011-00, lying in the South right-of-way line of the Texas and Pacific Railroad, the Northwest corner of the said 649.335 acre tract, the Northeast corner of that certain tract of land described as Tract 19 – Proposed Washington Street with 33.260 acres, now known as Cass Street, in the deed from United States of America to Red River Redevelopment Authority, now known as TexAmericas Center, dated September 1, 2010, recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas;

THENCE North 84 degrees 08 minutes 38 seconds East a distance of 591.48 feet along the South right-of-way line of the said Railroad and the North line of the said 649.335 acre tract to a 2 inch aluminum disk found for a corner, stamped SAM, found for a corner, at an inside ell corner of the said Railroad, an outside ell corner of the said 649.335 acre tract;

THENCE South 05 degrees 51 minutes 22 seconds East a distance of 4.50 feet along the South right-of-way line of the said Railroad and the North line of the said 649.335 acre tract to a 2 inch aluminum disk found for a corner, stamped SAM, found for a corner, at an outside ell corner of the said Railroad, an inside ell corner of the said 649.335 acre tract;

THENCE North 84 degrees 08 minutes 38 seconds East a distance of 55.99 feet along the South right of the said Railroad and the North line of the said 649.335 acre tract to a 1/2 inch steel rod set for a corner, capped MTG 101011-00;

THENCE South 05 degrees 51 minutes 22 seconds East a distance of 677.89 feet to a 1/2 inch steel rod set for a corner, capped MTG 101011-00;

THENCE South 89 degrees 26 minutes 40 seconds West a distance of 693.04 feet, running 25.0 feet North and parallel to a TexAmericas center rail spur to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, lying in the West line of the said 649.335 acre tract, the East line of the said 33.260 acre tract;

THENCE North 02 degrees 30 minutes 20 seconds West a distance of 76.69 feet along the West line of the said 649.335 acre tract and the East line of the said 33.260 acre tract to a 1/2 inch steel rod found for a corner, capped Texas MG 5760, at the beginning of a circular curve to the right, tangent to the said line;

THENCE in a Northwesterly direction along the arc of the said circular curve a distance of 228.07 feet, with a delta angle of 01 degrees 08 minutes 52 seconds, a radius of 11384.16 feet, a chord bearing of North 01 degrees 55 minutes 54 seconds West, and a chord distance of 228.07 feet to a 1/2 inch steel rod found for a corner, capped Texas MG 5760, at the end of the said circular curve;

THENCE North 01 degrees 21 minutes 27 seconds West, tangent to the said circular curve, a distance of 153.19 feet along the West line of the said 649.335 acre tract and the East line of the said 33.260 acre tract to a 1/2 inch steel rod found for a corner, capped Texas MG 5760, at the beginning of a circular curve to the left, tangent to the said line;

THENCE in a Northwesterly direction along the arc of the said circular curve a distance of 138.98 feet, with a delta angle of 01 degrees 22 minutes 19 seconds, a radius of 5804.58 feet, a chord bearing of North 02 degrees 02 minutes 37 seconds West, and a chord distance of 138.98 feet to a 1/2 inch steel rod found for a corner, capped Texas MG 5760, at the end of the said circular curve;

THENCE North 02 degrees 43 minutes 46 seconds West, tangent to the said circular curve a distance of 22.92 feet along the West line of the said 649.335 acre tract and the East line of the said 33.260 acre tract to the point of beginning and containing 10.000 acres of land, at the time of this survey.

This description is based on the survey and plat made by Jeffrey A. Wood, Registered Professional Land Surveyor No. 6220, on April 21, 2016.

EXHIBIT "C"
2.11 ACRE TRACT LEGAL DESCRIPTION
ACCESS EASEMENT

All that certain lot, tract or parcel of land lying and situated in the George Collum Headright Survey, Abstract 119, and the Charles Lewis Headright Survey, Abstract 338, Bowie County, Texas, being a part of that certain tract of land described as Tract 19 – Proposed Washington Street with 33.260 acres, now known as Cass Street, in the deed from United States of America to Red River Redevelopment Authority, now known as TexAmericas Center, dated September 1, 2010, recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas, all of that certain tract of land described as 0.229 acres in the deed from Charles D. Crupton to TexAmericas Center, formerly known as Red River Redevelopment Authority, dated November 9, 2012, recorded in Volume 6341, Page 85 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod set for a corner, capped MTG 101011-00, lying in the South right-of-way line of the Texas and Pacific Railroad, the Northeast corner of the said 33.260 acre tract, the Northwest corner of that certain tract of land described as Tract 2 – North of Proposed 4th Street Parcel with 649.335 acres in the deed from United States of America to Red River Redevelopment Authority, now known as TexAmericas Center, dated September 1, 2010, recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas;

THENCE South 02 degrees 43 minutes 46 seconds East a distance of 22.92 feet along the East line of the said 33.260 acre tract and the West line of the said 649.335 acre tract to a 1/2 inch steel rod found for a corner, capped Texas MG 5760, at the beginning of a circular curve to the right;

THENCE in a Southeasterly direction along the arc of the said circular curve a distance of 138.98 feet, with a delta angle of 01 degrees 22 minutes 19 seconds, a radius of 5804.58 feet, a chord bearing of South 02 degrees 02 minutes 37 seconds East, and a chord distance of 138.98 feet to a 1/2 inch steel rod found for a corner, capped Texas MG 5760, at the end of the said circular curve;

THENCE South 01 degrees 21 minutes 27 seconds East a distance of 153.19 feet tangent to the said circular curve, a distance of 153.19 feet along the East line of the said 33.260 acre tract and the West line of the said 649.335 acre tract to a 1/2 inch steel rod found for a corner, capped Texas MG 5760, at the beginning of a circular curve to the left;

THENCE in a Southeasterly direction along the arc of the said circular curve a distance of 228.07 feet, with a delta angle of 01 degrees 08 minutes 52 seconds, a radius of 11384.16 feet, a chord bearing of South 01 degrees 55 minutes 54 seconds East, and a chord distance of 228.07 feet to a 1/2 inch steel rod found for a corner, capped Texas MG 5760, at the end of the said circular curve;

THENCE South 02 degrees 30 minutes 20 seconds East, tangent to the said circular curve, a distance of 76.69 feet along the East line of the said 33.260 acre tract and the West line of the said 649.335 acre tract to a 1/2 inch steel rod set for a corner, capped MTG 101011-00;

THENCE South 89 degrees 26 minutes 40 seconds West a distance of 150.09 feet to a point for a corner, lying in the West line of the said 33.260 acre tract, lying in the East line of that certain tract of land described as Tract 1 – North West Corner Parcel with 761.245 acres in the deed from United States of America to Red River Redevelopment Authority, now known as TexAmericas Center, dated September 1, 2010, recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas;

THENCE North 02 degrees 30 minutes 20 seconds West a distance of 71.59 feet along the West line of the said 33.260 acre tract and the East line of the said 761.245 acre tract to a point for a corner, at the beginning of a circular curve to the right, tangent to the said line;

THENCE in a Northwesterly direction along the arc of the said circular curve a distance of 231.08 feet, with a delta angle of 01 degrees 08 minutes 52 seconds, a radius of 11534.16 feet, a chord which bearing of North 01 degrees 55 minutes 54 seconds West, and a chord distance of 231.07 feet to a point for a corner, at the end of the said circular curve;

THENCE North 01 degrees 21 minutes 27 seconds West a distance of 153.19 feet along the West line of the said 33.260 acre tract, the East line of the said 761.245 acre tract, and the East line of that certain tract of land described as 0.229 acres in the deed from TexAmericas Center, formerly known as Red River Redevelopment Authority, to Charles D. Crumpton, dated November 9, 2012, recorded in Volume 6341, Page 85 of the Real Property Records of Bowie County, Texas, to a point for a corner, at the beginning of a circular curve to the right, tangent to the said line;

THENCE in a Northwesterly direction along the arc of the said circular curve a distance of 135.39 feet, with a delta angle of 01 degrees 22 minutes 19 seconds, a radius of 5654.58 feet, a chord bearing of North 02 degrees 02 minutes 37 seconds West, and a chord distance of 135.38 feet to a point for a corner, at the end of the said circular curve;

THENCE North 02 degrees 43 minutes 46 seconds West a distance of 14.73 feet along the West line of the said 0.229 acre tract (6341/85) to a point for a corner, lying in the South right-of-way line of the said Railroad, the Northwest corner of the said 0.229 acre tract (6341/85);

THENCE North 84 degrees 08 minutes 38 seconds East a distance of 150.22 feet along the South right-of-way line of the said Railroad and the North line of the said 0.229 acre tract (6341/85) to the point of beginning and containing 2.111 acres of land, at the time of this survey.

This description is based on the survey and plat made by Jeffrey A. Wood, Registered Professional Land Surveyor No. 6220, on April 21, 2016.

EXHIBIT "D"
0.477 ACRE TRACT LEGAL DESCRIPTION
ACCESS EASEMENT

All that certain lot, tract or parcel of land lying and situated in the Charles Lewis Headright Survey, Abstract 338, Bowie County, Texas, being being part of that certain tract of land described as Tract 2 – North of Proposed 4th Street Parcel with 649.335 acres in the deed from United States of America to Red River Redevelopment Authority, now known as TexAmericas Center, dated September 1, 2010, recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch steel rod set for a corner, capped MTG 101011-00, lying in the South right-of-way line of the Texas and Pacific Railroad, the Northwest corner of the said 649.335 acre tract, the Northeast corner of that certain tract of land described as Tract 19 – Proposed Washington Street with 33.260 acres, now known as Cass Street, in the deed from United States of America to Red River Redevelopment Authority, now known as TexAmericas Center, dated September 1, 2010, recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas;

THENCE South 02 degrees 43 minutes 46 seconds East a distance of 22.92 feet along the East line of the said 33.260 acre tract and the West line of the said 649.335 acre tract to a 1/2 inch steel rod found for a corner, capped Texas MG 5760, at the beginning of a circular curve to the right;

THENCE in a Southeasterly direction along the arc of the said circular curve a distance of 138.98 feet, with a delta angle of 01 degrees 22 minutes 19 seconds, a radius of 5804.58 feet, a chord bearing of South 02 degrees 02 minutes 37 seconds East, and a chord distance of 138.98 feet to a 1/2 inch steel rod found for a corner, capped Texas MG 5760, at the end of the said circular curve;

THENCE South 01 degrees 21 minutes 27 seconds East a distance of 153.19 feet tangent to the said circular curve, a distance of 153.19 feet along the East line of the said 33.260 acre tract and the West line of the said 649.335 acre tract to a 1/2 inch steel rod found for a corner, capped Texas MG 5760, at the beginning of a circular curve to the left;

THENCE in a Southeasterly direction along the arc of the said circular curve a distance of 228.07 feet, with a delta angle of 01 degrees 08 minutes 52 seconds, a radius of 11384.16 feet, a chord bearing of South 01 degrees 55 minutes 54 seconds East, and a chord distance of 228.07 feet to a 1/2 inch steel rod found for a corner, capped Texas MG 5760, at the end of the said circular curve;

THENCE South 02 degrees 30 minutes 20 seconds East, tangent to the said circular curve a distance of 46.67 feet along the East line of the said 33.260 acre tract and the West line of the

said 649.335 acre tract to a point for a corner, the POINT OF BEGINNING of the herein described tract of land;

THENCE South 89 degrees 26 minutes 40 seconds West a distance of 691.27 feet to a point for a corner;

THENCE South 05 degrees 51 minutes 22 seconds East a distance of 30.13 feet to a 1/2 inch steel rod set for a corner, capped MTG 101011-00;

THENCE South 89 degrees 26 minutes 40 seconds West a distance of 693.04 feet, running 25.0 feet North and parallel to a TexAmericas center rail spur to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, lying in the West line of the said 649.335 acre tract, the East line of the said 33.260 acre tract;

THENCE North 02 degrees 30 minutes 20 seconds West a distance of 30.02 feet along the West line of the said 649.335 acre tract and the East line of the said 33.260 acre tract to the point of beginning and containing 0.477 acres of land, at the time of this survey.

This description is based on the survey and plat made by Jeffrey A. Wood, Registered Professional Land Surveyor No. 6220, on April 22, 2016.

EXHIBIT "E"
0.006 ACRE TRACT LEGAL DESCRIPTION
SIGN VIEW CORRIDOR

All that certain lot, tract or parcel of land lying and situated in the Charles Lewis Headright Survey, Abstract 338, Bowie County, Texas, being being part of that certain tract of land described as Tract 2 – North of Proposed 4th Street Parcel with 649.335 acres in the deed from United States of America to Red River Redevelopment Authority, now known as TexAmericas Center, dated September 1, 2010, recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod set for a corner, capped MTG 101011-00, lying in the South right-of-way line of the Texas and Pacific Railroad, the Northwest corner of the said 649.335 acre tract, the Northeast corner of that certain tract of land described as Tract 19 – Proposed Washington Street with 33.260 acres, now known as Cass Street, in the deed from United States of America to Red River Redevelopment Authority, now known as TexAmericas Center, dated September 1, 2010, recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas;

THENCE North 84 degrees 08 minutes 38 seconds East a distance of 22.92 feet along the South right-of-way line of the said Railroad and the North line of the said 649.335 acre tract to a point for a corner, said corner bears North 84 degrees 08 minutes 38 seconds East a distance of 568.56 feet to a 2 inch aluminum disk found for a corner, stamped SAM, found for a corner, at an inside ell corner of the said Railroad, an outside ell corner of the said 649.335 acre tract;

THENCE South 40 degrees 42 minutes 18 seconds West a distance of 33.29 feet to a point for a corner, lying in the West line of the said 649.335 acre tract and the East line of the said 33.260 acre tract;

THENCE North 02 degrees 43 minutes 46 seconds West a distance of 22.92 feet along the West line of the said 649.335 acre tract and the East line of the said 33.260 acre tract to the point of beginning and containing 0.006 acres of land, at the time of this survey.

This description is based on the survey and plat made by Jeffrey A. Wood, Registered Professional Land Surveyor No. 6220, on April 21, 2016.

