



RESOLUTION NO. 20170926-22

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A FOURTH LEASE MODIFICATION FOR EXPANDED SPACE AT 557 ELM CIRCLE, HOOKS, TEXAS 75561 TO EXPAL USA, INC.

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, Expal USA, Inc. contacted TexAmericas Center to seek a lease arrangement for expanded warehouse space at 557 Elm Circle, Hooks, Texas 75561; and

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

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

BE IT FURTHER RESOLVED, by the Board of Directors of TexAmericas Center that the Center appreciates the collaborative effort of Expal USA, Inc. to negotiate this fourth lease modification as well as to continue its business operations, preserve existing jobs and contribute to the tax base in Bowie County, Texas.

PASSED AND APPROVED THIS 26th day of September, 2017.

A handwritten signature in blue ink, appearing to read "Boyd Sartin", written over a horizontal line.

Boyd Sartin, Chairman of the Board

ATTEST:

A handwritten signature in blue ink, appearing to read "Ben King", written over a horizontal line.
Ben King, Secretary

Attached: Fourth Modification of Lease



**FOURTH
MODIFICATION OF LEASE
(BUILDING 557)**

1. Parties.

The parties to this Agreement are TEXAMERICAS CENTER (TAC), hereinafter the "Landlord", and EXPAL USA, INC., hereinafter the "Tenant".

2. Current Lease.

TexAmericas Center, Tenant, and Guarantor entered into a Lease Agreement dated the 1st day of July, 2015, for a 22,500 square foot property located at 557 Elm St., Hooks, Texas 75561, said Lease Agreement having a termination date of July 30, 2016. The Lease was amended on or about June, 28, 2016, to condense the space to 7,500 square feet, reduce the monthly rent and its options payable under the Lease, and exercise the first option period of July 1, 2016 through June 30, 2017. The Lease was modified again on or about October 25, 2016, to expand the space to 11,250 square feet and increase the monthly rent and its options payable under the Lease. The Lease was modified again on or about May 23, 2017, to expand the space to 15,075 square feet and increase the monthly rent and its options payable under the Lease, and exercise the second option period of July 1, 2017 through June 30, 2018.

3. Modification Terms. The Lease Agreement is further modified as follows:

- A. The square footage leased under the Lease Agreement and used for warehouse space shall be expanded to 22,133 square feet.
- B. The monthly rent payable under the Lease is hereby modified as follows:
 - i. Rent for the second option period commencing October 1, 2017 and terminating June 30, 2018 shall be \$4,887.70 per month.
 - ii. Rent for the third option period commencing July 1, 2018 and terminating June 30, 2019 shall be \$5,038.61 per month.
- C. The requirement for a Guarantor is removed from this lease.
- D. The security and tax deposits shall remain the same.
- E. Tenant's rights under the options shall terminate if (1) the Lease or Tenant's right to the possession of the premises is terminated, (2) Tenant assigns its interest in the Lease or sublets any portion of the Premises without Landlord's written consent, (3) Tenant fails to timely exercise the previous option, or (4) default exists at the time Tenant seeks to exercise the option.
- F. An option to extend for the additional terms shall be exercised by a written notice delivered to the Landlord not more than 180 days and not less than 90 days before the termination date, or the extended termination date in the event a prior option has been exercised.

4. Continuation of Lease Terms.

Except for the modifications made in this Fourth Modification Agreement, all provisions of the Lease Agreement, as previously modified, will continue in full force and effect.

EXECUTED as of this the 26th day of September, 2017.

LANDLORD:
TEXAMERICAS CENTER

By: 
Scott Norton, Executive Director/CEO

TENANT:
EXPAL USA, INC.

By: 
Jackie Brian, Plant Manager

GUARANTOR:

By: N/A