



RESOLUTION NO. 20180522-11

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A LEASE MODIFICATION AND EXTENSION FOR A NON-EXCLUSIVE LICENSE TO REMOVE TIMBER BY 4X INDUSTRIAL, LLC FOR SALVAGE AREAS #1, #2 AND #3, AS DEPICTED ON EXHIBIT "A"

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, 4X Industrial, LLC contacted TexAmericas Center to seek a Modification and Extension for a Non-Exclusive License to Remove Timber By 4X Industrial, LLC for Salvage Areas #1, #2 and #3, as depicted on Exhibit "A"; and

WHEREAS, the parties have come to the attached terms of agreement for said modification and extension of 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 modification and extension of lease; and

BE IT FURTHER RESOLVED, by the Board of Directors of TexAmericas Center that the Center appreciates the collaborative effort of 4X Industrial, LLC to negotiate this modification and extension of lease as well as to continue its business operations, preserve existing jobs and contribute to the tax base in Bowie County, Texas.

PASSED AND APPROVED THIS 22nd day of May, 2018.



Boyd Sartin, Chairman of the Board

ATTEST:



Ben King, Secretary

Attached: Modification and Extension of Lease (License to Remove Timber)



**MODIFICATION AND EXTENSION OF LEASE
(LICENSE TO REMOVE TIMBER)**

1. The parties to this Agreement are TexAmericas Center (TAC), hereinafter the Landlord, and 4x Industrial, LLC, hereinafter the Tenant.
2. Current Lease Period. Landlord and Tenant entered into a Lease Agreement dated the 1st day of May, 2018, for property located at #10 and #30 Cherry Street and adjoining 12.5 acres, Hooks, Texas.
3. Modification Terms. The Lease is hereby modified as follows:
 - A. Non-Exclusive License. Landlord hereby grants to Tenant a non-exclusive License to salvage and remove from property owned by Landlord dead and/or fallen timber left standing or on the ground after timber harvesting by other parties.
 - B. Areas Subject to the License. The License shall include the property subject to the above described Lease between the parties. In addition to the property covered by the above-described Lease, the License shall also extend to property identified and agreed to by Landlord and Tenant and described in Exhibit "A" to this License Agreement. Additionally, other tracts may be added to the licensed area by mutual agreement of the parties which shall be documented by additional exhibits signed by the parties and dated as of the date of execution, which exhibits shall be attached to this License Agreement and labeled in alphabetical order chronologically.
 - C. Notice. Tenant shall give Landlord not less than 3 business days written notice of its intent to enter into one of the licensed areas for purposes of salvaging the dead and/or fallen timber. Tenant must notify Landlord of completion within 30 days of ceasing timber harvesting.
 - D. Condition of Property After Removal of Timber. Tenant shall remove or otherwise dispose of all tree toppings and limbs and leave the salvaged area in a good clean condition. Tenant shall fill in and smooth the surface of any areas having deep ruts or holes as a result of the operations of the Tenant.
 - E. Term. The term of the license shall be the same as the term of the Lease Agreement between the parties including any extensions of the lease term; provided, however, Landlord reserves the right to terminate this License Agreement at any time for any reason or for no reason without terminating the Lease Agreement.
 - F. No Hunting. Neither Tenant nor any of its employees, agents or representatives shall hunt upon the licensed property.


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9. Army Imposed Restrictions. Notwithstanding any other provision of this License Agreement, this agreement is made subject to, and Tenant agrees to be bound by those certain exceptions, limitations, covenants, conditions and reservations set forth in the Deed Without Warranty conveying the TexAmericas Center-East Campus Premises from the United States of America, acting by and through the Secretary of the Army to Red River Army Development Authority (now TexAmericas Center) to the extent said provisions apply to the Licenses Property. A copy of the Deed Without Warranty is available in the offices of Landlord.

EXECUTED and EFFECTIVE as of the date of the second party to execute the same as indicated below.

TEXAMERICAS CENTER

By: _____


Scott Norton,
Executive Director/CEO

Date: _____

5/30/18

4x INDUSTRIAL, LLC

By: _____


Name: 4X Industrial, LLC
Title: Keith Martin, COO

Date: _____

5/24/18