



RESOLUTION NO. 20180925-18

**A RESOLUTION AUTHORIZING EXECUTION OF A LINE OF CREDIT NOTE TO
GUARANTY BANK & TRUST IN THE AMOUNT OF \$1,500,000.00**

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 has an ongoing need to be able to facilitate economic development and job creation by providing incentives and providing for the construction and/or other acquisition of facilities necessary to create jobs; and

WHEREAS, TexAmericas Center has, for a number of years, maintained a line of credit facility with various local banking institutions to provide funding as needed; and

WHEREAS, it is necessary to extend the credit facility, which to date has not been used, and to bring the credit facility more in line with the fiscal year of TexAmericas Center for budgetary purposes;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of TexAmericas Center, that William Scott Norton, Executive Director/CEO shall be and he is hereby authorized to execute the Line of Credit Note in the amount of \$1,500,000.00 in substantially the form as attached hereto; and

BE IT FURTHER RESOLVED that William Scott Norton, Executive Director/CEO shall be and he is hereby authorized to execute any and all other documents necessary to finalize the line of credit facility as may be required by Guaranty Bank & Trust.

PASSED and APPROVED this 25th day of September, 2018.


Boyd Sartin, Chairman of the Board

ATTEST:


Ben King, Secretary

Attached: Line of Credit Note

LOAN AGREEMENT

between

GUARANTY BANK & TRUST, N.A.

and

TEXAMERICAS CENTER

\$1,500,000 LOAN

Dated as of October 1, 2018

LOAN AGREEMENT

This **LOAN AGREEMENT** (as amended, restated, supplemented and/or otherwise modified, this "Agreement"), dated as of October 1, 2018, is between **GUARANTY BANK & TRUST, N.A.** (the "Lender"), and **TEXAMERICAS CENTER** (the "Center"), an authority duly established and created pursuant to Chapter 3503, Texas Special District Local Laws, (the "Act").

WITNESSETH:

WHEREAS, the Center has asked the Lender to make a loan in the form of a revolving line of credit to the Center for the purpose of financing working capital for the Center for its authorized purposes under the Act, such loan to be payable from the legally available revenues of the Center;

WHEREAS, the Lender is willing to make such loan to the Center, on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration and the mutual benefits, covenants and agreements herein expressed, the Lender and the Center agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Definitions. The capitalized terms used in this Agreement shall have the following respective meanings unless the context otherwise requires:

Act - has the meaning ascribed to such term in the first paragraph hereof.

Agreement - has the meaning ascribed to such term in the first paragraph hereof.

Bond Counsel – Naman Howell Smith & Lee, PLLC.

Business Day - Any day, other than a Saturday, Sunday, or legal holiday, on which the offices of the Lender are not required or authorized by law or executive order to be closed.

Closing Date - The date that the Note is delivered to the Lender.

Center - has the meaning ascribed to such term in the first paragraph hereof.

Costs of Issuance - The costs and expenses incurred by the Center with respect to the authorization, execution and delivery of the Loan Documents and all documentation related thereto.

Event of Default - Unless waived in writing by the Lender, the occurrence of any of the following:

- (a) the failure of the Center to make any of the Note Payments when due;
- (b) the failure of the Center to comply with any other covenant, condition, or agreement under this Agreement, and the continuation of such failure for a period of thirty (30) days after the date that the Center acquired actual knowledge or written notice of such failure, which knowledge may take the form of notice specifying such failure given to the Center by the Lender;
- (c) bankruptcy, insolvency, appointment of a receiver for, or the failure to discharge a judgment against, the Center;
- (d) the violation of any representation or warranty made by the Center under Section 5.2 hereof; or
- (e) the failure of the Center to perform any of its obligations under or comply with any provisions of this Agreement not described in (a) or (b) above or any other agreement with the Lender to which it may be a party or by which it is bound.

Interest Payment Date - The date interest payments are due on the Loan, as set forth in the Note.

Lender – Guaranty Bank & Trust, N.A., together with its successors and assigns.

Loan - The loan from the Lender to the Center made pursuant to this Agreement.

Loan Documents - Collectively, this Agreement, the Note, and the Resolution.

Maximum Interest Rate - The maximum rate of interest allowed under Chapter 1204, Government Code, as amended, but not to exceed the “*applicable interest rate ceiling*” as determined under Chapter 303 of the Texas Finance Code from time to time in effect.

Note - The promissory note of even date herewith (such promissory note, as the same may be renewed, extended, amended or otherwise modified from time to time) delivered pursuant to this Agreement in substantially the form attached hereto as Exhibit A, and any promissory note executed and delivered by the Center in replacement thereof or in substitution therefor.

Note Payments - The payments required by Section 2.3 to be made by the Center in payment of the principal of and interest on the Note.

Principal Amount - \$1,500,000.

Resolution - The resolution of the Board of Directors of the Center authorizing the execution and delivery of this Agreement and the Note and any amendments or supplements thereto.

State - The State of Texas.

Section 1.2 Interpretative Matters Whenever the context requires:

(i) references in this Agreement of the singular number shall include the plural and vice versa; and

(ii) words denoting gender shall be construed to include the masculine, feminine, and neuter.

(b) The table of contents and the titles given to any article or section of this Agreement are for convenience of reference only and are not intended to modify the meaning of the article or section.

ARTICLE II

THE LOAN; REPAYMENT OF THE LOAN

Section 2.1 Financing the Loan Subject to the terms and conditions set forth in this Agreement, including without limitation the conditions set forth in Section 2.2, and for and in consideration of the payment by the Center of its obligations under this Agreement and the Note and the covenants and agreements herein contained, the Lender will, on the Closing Date, advance to and for the sole use and benefit of the Center an amount up to the Principal Amount for the exclusive purpose of providing funds to the Center to finance working capital and paying the costs related thereto including, without limitation, the Costs of Issuance.

Section 2.2 Conditions to Closing The obligation of the Lender to make the advance pursuant to Section 2.1 hereof shall be subject to the following conditions:

(a) The representations of the Center herein shall be true, complete and correct in all material respects on the date hereof and on and as of the Closing Date as if made on the Closing Date;

(b) On the Closing Date, the Loan Documents shall be in full force and effect, assuming due authorization and execution by the other parties thereto, and shall not have been amended or supplemented except as may have been agreed to in writing by the Lender;

(c) At or prior to the Closing Date, the Lender shall have received each of the following documents:

(i) This Agreement executed by an authorized officer of the Center;

(ii) The Note executed by an authorized officer of the Center;

(iii) A certificate, dated the Closing Date, executed by an authorized officer of the Center, to the effect that (A) the representations and warranties of the Center contained in this Agreement are true and correct on the date hereof and on and as of the Closing Date as if made on the Closing Date; (B) the Resolution and this Agreement are in full force and effect and have not been amended or supplemented except as may have been approved in writing by the Lender; (C) the Center is not in default with respect to

any of its outstanding obligations; and (D) no litigation is pending or, to the best of their knowledge, threatened in any court to restrain or enjoin the execution and delivery of this Agreement or the Note, or contesting or affecting the adoption and validity of the Resolution or the authorization, execution and delivery of the Loan Documents, or contesting the powers of the Board of Directors of the Center;

(iv) Certified copies of resolutions of the Center authorizing execution, delivery and performance of all of the Loan Documents and authorizing the borrowing hereunder, along with such certificates of existence, certificates of good standing and other certificates or documents as the Lender may reasonably require to evidence the Center's authority;

(v) True copies of all organizational documents of the Center, including all amendments, restatements or supplements thereto;

Section 2.3 Repayment TermsThe Center agrees to execute and deliver the Note to the Lender upon the advance of the Principal Amount by the Lender to the Center pursuant to Section 2.1.

(b) The Note shall be dated the Closing Date, shall be in an aggregate principal amount equal to the Principal Amount and shall be payable as specified in the Note.

(c) Interest shall accrue and be paid on the outstanding Principal Amount as specified in the Note.

Section 2.4 Note PaymentsAll Note Payments shall be made on the applicable payment date in immediately available funds and shall be paid to the Lender at the address provided to the Center pursuant to Section 8.2.

Section 2.5 Note Payments Due on Business DaysIf the regularly scheduled due date for a Note Payment is not a Business Day, the due date for such payment shall be the next succeeding Business Day, and payment made on such succeeding Business Day shall have the same force and effect as if made on the regularly scheduled due date.

Section 2.6 Prepayment of Note(a) Voluntary Prepayment. The Center may at its option prepay the principal amount of the Note outstanding hereunder on any date without premium or penalty. The prepayment price shall be an amount equal to the principal amount to be prepaid plus the accrued interest thereon to the prepayment date.

Section 2.7 Limited ObligationThe obligations of the Center hereunder are special limited obligations thereof and neither the Note nor any instrument related to this Agreement may give a holder a right to demand payment from any source other than the available revenues of the Center.

ARTICLE III

SPECIAL AGREEMENTS

Section 3.1 Obligations of Center Current Revenue The obligation of the Center to make the payments required by Section 2.3 shall be an obligation of the current revenues of the Center only. The Obligations of the Center shall not be considered a debt for any purposes under the law of the State.

- (b) Until such time as the Note is fully paid the Center:
 - (i) will not suspend or discontinue, or permit the suspension or discontinuance of, the operations of the Center;
 - (ii) will perform and observe all of its other agreements contained in this Agreement; and
 - (iii) except by full payment and retirement of the Note will not terminate this Agreement for any cause.

Section 3.2 Financial Statements and Reports For so long as any amounts remain outstanding under the Note, the Center will promptly furnish to the Lender from time to time upon request such information regarding the business and affairs and financial condition of the Center as the Lender may reasonably request, and furnish to the Lender promptly after available and in any event within one hundred eighty (180) days of each fiscal year end, current audited financial statements, on a consolidated basis, of the Center, or if not separately prepared, then of the Town, including (i) a balance sheet, (ii) statement of revenues, expenses and changes in fund balances, (iii) statements of cash flow, (iv) operating fund budget analysis, and (iv) appropriate notes and attachments to the financial statements.

Section 3.3 Inspection Rights At any reasonable time and from time to time, the Center will permit representatives of the Lender to examine, copy, and make extracts from its books and records, to visit and inspect its properties, and to discuss its business, operations, and financial condition with its officers, employees, and independent certified public accountants.

Section 3.4 Keeping Books and Records The Center will maintain proper books of record and account in which full, true, and correct entries in conformity with generally accepted accounting principles shall be made of all dealings and transactions in relation to its business and activities.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of Lender The Lender represents and warrants to the Center the following:

(a) The Lender has all necessary power and authority to enter into and perform this Agreement.

(b) The Lender has taken all actions required to authorize and execute this Agreement and to perform its obligations hereunder and the execution, delivery and performance by the Lender of and compliance with the provisions of this Agreement will not conflict with any existing law, regulation, rule, decree or order or any agreement or other instrument by which the Lender is bound.

Section 4.2 Representations by the CenterThe Center represents, warrants and covenants to the Lender as follows:

(a) The Center is an authority, governmental agency, and political subdivision of the state, within the meaning of Chapter 3503 of the Act, has all of the rights, powers, privileges, authority and functions given by the Act and is authorized by the Act to execute and to enter into this Agreement and to undertake the transactions contemplated herein and to carry out its obligations hereunder.

(b) The Center is duly organized, validly existing, and in good standing under the laws of the State. The Center has all requisite power, authority and legal right to execute and deliver the Loan Documents and all other instruments and documents to be executed and delivered by the Center pursuant thereto, to perform and observe the provisions thereof and to carry out the transactions contemplated by the Loan Documents. All corporate action on the part of the Center which is required for the execution, delivery, performance and observance by the Center of the Loan Documents has been duly authorized and effectively taken, and such execution, delivery, performance and observation by the Center do not contravene applicable law or any contractual restriction binding on or affecting the Center.

(c) The Center has duly approved the borrowing of funds from the Lender therefor; no other authorization or approval or other action by, and no notice to or filing with any governmental authority or regulatory body is required as a condition to the performance by the Center of its obligations under any of the Loan Documents.

(d) This Agreement and the Note are legally valid and binding obligations of the Center enforceable against the Center in accordance with their respective terms.

(e) There is no default of the Center in the payment of the principal of or interest on any of its indebtedness for borrowed money or under any instrument or instruments or agreements under and subject to which any indebtedness for borrowed money has been incurred which does or could affect the validity and enforceability of the Loan Documents or the ability of the Center to perform its obligations thereunder, and no event has occurred and is continuing under the provisions of any such instrument or agreement which constitutes or, with the lapse of time or the giving of notice, or both, would constitute such a default.

(f) There is no pending or, to the knowledge of the undersigned officers of the Center, threatened action or proceeding before any court, governmental agency or department or arbitrator (i) to restrain or enjoin the execution or delivery of this Agreement and the Note or the collection of any revenues, (ii) in any way contesting or affecting the authority for the execution

and delivery or the validity of the Loan Documents, or (iii) in any way contesting the levy of the Economic Development Sales and Use Tax or the existence of the Center or the title or powers of the officers of the Center.

(g) In connection with the authorization, execution and delivery of this Agreement and the Note, the Center has complied with all provisions of the laws of the State, including the Act.

(h) The execution and delivery of the documents contemplated hereunder do not violate any provision of any instrument or agreement to which the Center is a party or by which it is bound.

(i) The Center has, by proper corporate action, duly authorized the execution and delivery of this Agreement.

(j) The Center is not in default under or in violation of the Constitution or any of the laws of the State relevant to the issuance of the Note or the consummation of the transactions contemplated hereby or in connection with such issuance, and has duly authorized the issuance of the Note and the execution and delivery of this Agreement. The Center agrees that it will do or cause to be done in a timely manner all things necessary to preserve and keep in full force and effect its existence, and to carry out the terms of this Agreement and the Indenture.

(k) The Center's books and records properly reflect the financial condition of the Center and, to the best of the Center's knowledge, there has been no material adverse change in the business, condition (financial or otherwise), operations, prospects or properties of the Center since the effective date of the Center's most recent financial statements.

ARTICLE V

REMEDIES SECTION

Section 5.1 Remedies Available So long as any Event of Default has occurred and is continuing, the Lender may take any action at law or in equity to collect all amounts then due under this Agreement and the enforcing of compliance with any other obligation of the Center under this Agreement.

(b) In addition to the remedies provided in subsection (a) of this Section, the Lender shall, to the extent permitted by law, be entitled to recover the costs and expenses, including attorney's fees and court costs, incurred by the Lender in the proceedings authorized under subsection (a) of this Section.

(c) Notwithstanding any other provision of this Agreement, the acceleration of the Note Payments is not available as a remedy under this Agreement.

Section 5.2 Application of Money Collected Any money collected as a result of the taking of remedial action pursuant to this Article VI, including money collected as a result of foreclosing the liens of this Agreement, shall be applied to cure the Event of Default with respect to which such remedial action was taken.

Section 5.3 Restoration of Rights If any action taken as a result of an Event of Default is discontinued or abandoned for any reason, or is determined adversely to the interests of the Lender, or if an Event of Default is cured, all parties shall be deemed to be restored to their respective positions and rights under the Loan Documents as if such Event of Default had not occurred.

Section 5.4 Non-Exclusive Remedies No remedy conferred upon or reserved to the Lender by this Agreement is intended to be exclusive of any other available remedy, and each such remedy shall be in addition to any other remedy given under this Agreement or the other Loan Documents or now or hereafter existing at law or in equity.

Section 5.5 Delays No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof, and all such rights and powers may be exercised as often as may be deemed expedient.

Section 5.6 Limitation on Waivers If an Event of Default is waived, such waiver shall be limited to the particular Event of Default so waived and shall not be deemed a waiver of any other Event of Default; provided, that no waiver of an Event of Default shall be effective unless such waiver is made in writing.

ARTICLE VI

DISCHARGE BY PAYMENT

When the Note has been paid in full or when the Center has made payment to the Lender of the whole amount due or to become due under the Note (including all interest that has accrued thereon or that may accrue to the date of maturity or prepayment, as applicable), and all other amounts payable by the Center under this Agreement have been paid, the liens of this Agreement shall be discharged and released, and the Lender, upon receipt of a written request by the Center and the payment by the Center of the reasonable expenses with respect thereto, shall discharge and release the lien of this Agreement and execute and deliver to the Center such releases or other instruments as shall be requisite to release the lien hereof.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Term of Agreement. This Agreement shall become effective upon the Closing Date and shall continue in full force and effect until all obligations of the Center under this Agreement and the Note have been fully paid.

Section 7.2 Notices. (a) All notices, certificates, or other communications required by or made pursuant to this Note Agreement shall be in writing and given by certified or registered United States Mail, return receipt requested, addressed as follows:

if to the Lender:

Guaranty Bank & Trust, N.A.

Texarkana
2202 Saint Michael Dr.
Texarkana, Texas 75503-2358

(ii) if to the Center:

Texamericas Center
107 Chapel Ln.
New Boston, Texas 75570-9554

(b) The Center and the Lender may designate any further or different addresses to which subsequent notices shall be sent; provided, that, any of such parties shall designate only one address for such party to receive such notices.

(c) Except as otherwise provided by this Agreement, any communication delivered by mail in compliance with this section is deemed to have been given as of the date of deposit in the mail.

(d) A provision of this Agreement that provides for a specific method of giving notice or otherwise conflicts with this section supersedes this section to the extent of the conflict.

Section 7.3 Binding Effect, Assignment(a) This Agreement shall (i) be binding upon the Center, its successors and assigns, and (ii) inure to the benefit of and be enforceable by the Lender and its successors, transferees and assigns; provided that the Center may not assign all or any part of this Agreement without the prior written consent of the Lender. The Lender may assign, transfer or grant participations in all or any portion of this Agreement, the Note, or any of its rights or security hereunder, including without limitation, the instruments securing the Center's obligations under this Agreement; provided that any such assignment, transfer or grant shall be made only to a financial institution whose primary business is the lending of money.

Section 7.4 Expenses, Fees, EtcThe Center hereby agrees to pay on demand all reasonable costs and expenses of the Lender in connection with the preparation, negotiation, execution, and delivery of the Loan Documents and any and all amendments, modifications, renewals, extensions, and supplements thereof and thereto, including, without limitation, the fees and expenses of legal counsel for the Lender and other professionals.

Section 7.5 SeverabilityIf any part of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability thereof shall not affect the remainder of this Agreement.

Section 7.6 CounterpartsThis Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same document.

Section 7.7 Applicable Law This Agreement shall be governed in all respects, whether as to validity, construction, performance, or otherwise, by the laws of the State and, if applicable, federal law.

Section 7.8 Jurisdiction All actions or proceedings with respect to, and the performance of, the Note and this Agreement shall be, or shall be instituted in the courts of the State of Texas, in Titus County, Texas, and by execution and delivery of this Agreement, the Center and the Lender irrevocably and unconditionally submit to the jurisdiction of such courts and unconditionally waive (i) any objection each may now or hereafter have to the laying of venue in any such courts, and (ii) any claim that any action or proceeding brought in any such courts has been brought in an inconvenient forum.

Section 7.9 Anti-Boycott Verification

To the extent this Agreement is a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, the Lender hereby verifies that the Lender is a company (as defined in Section 808.001, Texas Government Code) which does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 7.10 Iran, Sudan and Foreign Terrorist Organizations

To the extent this Agreement is a governmental contract, within the meaning of Section 2252.151 of the Texas Government Code, as amended, the Lender represents that it is not a company (as defined in Section 2270.001(2), Texas Government Code) engaged in business with Iran, Sudan, or a foreign terrorist organization (as defined in Section 2252.151(2), Texas Government Code) and that it is not on a list prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Section 806.051, 807.051, or 2252.153, Texas Government Code.

Section 7.11 Notice of Final Agreement. THIS WRITTEN AGREEMENT AND ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective duly authorized officers as of the date first above written.

GUARANTY BANK & TRUST, N.A.

By: Robert Irwin
Name: Robert Irwin
Title: Texarkana - President

TEXAMERICAS CENTER

By: 
William Scott Norton, Executive Director

EXHIBIT A

\$1,500,000

October 1, 2018

TEXAMERICAS CENTER PROMISSORY NOTE

TEXAMERICAS CENTER (the "Center") for value received, hereby promises to pay to the order of **GUARANTY BANK & TRUST N.A.**, its successor or assigns, at its offices located at 2202 Saint Michael Dr., Texarkana, Texas the principal sum of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000) or so much as may be outstanding.

All capitalized terms which are used but not defined in this Note shall have the same meanings as in the Loan Agreement dated as of even date herewith, between the Center and the Lender (such Loan Agreement, together with all amendments, restatements, supplements and/or other modifications thereto, being the "Loan Agreement").

Subject to Section 2.3(d) of the Loan Agreement, the Center agrees to pay accrued interest only each month beginning on October 31, 2018 and on the last day of each month thereafter and to pay principal and accrued interest on all amounts hereof so advanced and remaining from time to time unpaid hereon in full on September 30, 2019 (the "Maturity Date").

Interest shall accrue at a variable rate based upon an independent index which is the Wall Street Journal US Prime Rate (the "Index"). If the Index becomes unavailable during the term of this Note, Lender may designate a substitute index after notifying the Center. Lender will tell the Center the current Index rate upon the Center's request. The interest rate change will not occur more often than each day. **The Index is currently 5.00% per annum.** Interest prior to maturity on the unpaid principal balance of this Note will be calculated using a rate of 0.500 percentage points under the Index, resulting in an initial rate of 4.50% per annum. Notwithstanding any other provision of this Note, Lender will not charge interest on any undisbursed Note proceeds. In no event shall the interest rate exceed the lesser of (1) the Maximum Interest Rate, as that term is defined in the Loan Agreement, or (2) 17.75% per annum.

The Post Maturity Rate on this Note shall be the lesser of (1) the Maximum Interest Rate; or (2) 12.00%. The Center will pay interest on all sums due after the Maturity Date at that rate.

If a payment is 10 days or more late, the Center will be charged 5.000% of the unpaid portion of the regularly scheduled payment. In the event a payment is returned dishonored, the Center will be charged a fee of \$30.00.

All payments of interest shall be computed on a 365/366 simple interest basis; that is, by applying the ratio of interest rate over the number of days in a year (365 for all years, 366 days for leap years), multiplied by the outstanding principal balance, multiplied by the actual number

of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

Principal of and interest on this Note shall be payable from all available revenues of the Center.

This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by the Center or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. The Center agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of the Center's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. The loan evidenced by this Note is not for personal, family, or household use.

This Note is authorized under that certain Loan Agreement and is subject to, and is executed in accordance with, all of the terms, conditions and provisions thereof. A fully executed copy of the Loan Agreement is on file in the permanent records of the Center and is open for inspection to any member of the general public and to any person proposing to do business with, or asserting claims against, the Center, at all times during regular business hours.

Except as otherwise provided in the Loan Agreement, the Center waives all demands for payment, presentations for payment, protests, notices of protests, and all other demands and notices, to the extent permitted by law.

All agreements between the Center and holder hereof, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand, prepayment, or otherwise, shall the interest contracted for, charged, received, paid or agreed to be paid to the holder hereof, exceed the maximum permissible by applicable law. If, from any circumstances whatsoever, interest would otherwise be payable to the holder hereof in excess of the Maximum Interest Rate, then the interest payable to the holder hereof shall be reduced to the maximum amount permitted under applicable law; and if from any circumstances the holder hereof shall ever receive anything of value deemed interest by applicable law in excess of the Maximum Interest Rate, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Center. All interest paid or agreed to be paid to the holder hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period of the subject loan until payment in full of the principal so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between the Center and the holder hereof.

THIS NOTE AND THE LOAN AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL

AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

The Center may, in its discretion, prepay all or any portion of the outstanding principal amount of this Note pursuant to Section 2.6 of the Loan Agreement.

If a date for the payment of the principal of or interest on the Note is a Saturday, Sunday, legal holiday, or a day on which the Lender is authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institution is authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Note shall be governed in all respects by the laws of the State of Texas and of the United States of America.

IN WITNESS WHEREOF, this Note has been duly executed effective as of the date first written above.

TEXAMERICAS CENTER

By: 
William Scott Norton, Executive Director

**RESOLUTION OF THE BOARD OF DIRECTORS OF TEXAMERICAS
CENTER REGARDING A LOAN IN THE AMOUNT NOT TO EXCEED
\$1,500,000**

WHEREAS, TEXAMERICAS CENTER ("Borrower") proposes to enter into a Loan Agreement dated as of October 1, 2018 (as amended, restated, supplemented and/or otherwise modified, the "Loan Agreement"), with Guaranty Bank & Trust, as lender ("Lender") to enable Borrower to finance working capital for operation of the Center, in an amount not to exceed \$1,500,000 and as for the payment of the principal of and interest thereon, the Borrower has agreed to pledge its available revenue. All capitalized terms used herein, but not otherwise defined herein, shall have the meaning ascribed to such term in the Loan Agreement.

WHEREAS, the proposed form of the Loan Agreement and Note have been presented to this meeting.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TEXAMERICAS CENTER AS FOLLOWS:

Section 1. The Board of Directors agrees to enter into the Loan Agreement and Note to finance working capital expenses in an amount not to exceed \$1,500,000 at an interest rate agreed upon by the Lender and the Borrower on the date of execution of the Note and the Loan Agreement.

Section 2. That Executive Director of the Center is authorized to execute, acknowledge and deliver in the name and on behalf of Borrower to the Lender the Loan Agreement, including all attachments and exhibits thereto and the Note, and the Loan Agreement and the Note shall be in substantially the form presented to this meeting with such changes as the signing officer shall determine to be advisable. Further, said Executive Director is authorized to execute, acknowledge and deliver in the name and on behalf of the Borrower any other agreement, instrument, certificate, representation and document, and to take any other action as may be advisable, convenient or necessary to enter into such Loan Agreement and the Note; the execution thereof by the Executive Director shall be conclusive as to such determination.

Section 3. That there is hereby authorized the execution and delivery by the Executive Director in the name of and on behalf of Borrower the Loan Agreement, including all attachments and exhibits thereto and the Note in substantially the form presented to this meeting with such changes as the signing officer shall determine advisable, and the execution thereof shall be conclusive as to such determination.

Section 4. That this Resolution shall take effect immediately.

PASSED AND ADOPTED this September 13, 2018.

TEXAMERICAS CENTER

By: Byrd W. Jester
_____, Chair

ATTEST:

By: B. K.
_____, Secretary

\$1,500,000

October 1, 2018

**TEXAMERICAS CENTER
PROMISSORY NOTE**

TEXAMERICAS CENTER (the "*Center*") for value received, hereby promises to pay to the order of **GUARANTY BANK & TRUST N.A.**, its successor or assigns, at its offices located at 2202 Saint Michael Dr., Texarkana, Texas the principal sum of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000) or so much as may be outstanding.

All capitalized terms which are used but not defined in this Note shall have the same meanings as in the Loan Agreement dated as of even date herewith, between the Center and the Lender (such Loan Agreement, together with all amendments, restatements, supplements and/or other modifications thereto, being the "*Loan Agreement*").

Subject to Section 2.3(d) of the Loan Agreement, the Center agrees to pay accrued interest only each month beginning on October 31, 2018 and on the last day of each month thereafter and to pay principal and accrued interest on all amounts hereof so advanced and remaining from time to time unpaid hereon in full on September 30, 2019 (the "*Maturity Date*").

Interest shall accrue at a variable rate based upon an independent index which is the Wall Street Journal US Prime Rate (the "*Index*"). If the Index becomes unavailable during the term of this Note, Lender may designate a substitute index after notifying the Center. Lender will tell the Center the current Index rate upon the Center's request. The interest rate change will not occur more often than each day. **The Index is currently 5.00% per annum.** Interest prior to maturity on the unpaid principal balance of this Note will be calculated using a rate of 0.500 percentage points under the Index, resulting in an initial rate of 4.50% per annum. Notwithstanding any other provision of this Note, Lender will not charge interest on any undisbursed Note proceeds. In no event shall the interest rate exceed the lesser of (1) the Maximum Interest Rate, as that term is defined in the Loan Agreement, or (2) 17.75% per annum.

The Post Maturity Rate on this Note shall be the lesser of (1) the Maximum Interest Rate; or (2) 12.00%. The Center will pay interest on all sums due after the Maturity Date at that rate.

If a payment is 10 days or more late, the Center will be charged 5.000% of the unpaid portion of the regularly scheduled payment. In the event a payment is returned dishonored, the Center will be charged a fee of \$30.00.

All payments of interest shall be computed on a 365/366 simple interest basis; that is, by applying the ratio of interest rate over the number of days in a year (365 for all years, 366 days for leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

Principal of and interest on this Note shall be payable from all available revenues of the Center.

This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by the Center or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. The Center agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of the Center's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. The loan evidenced by this Note is not for personal, family, or household use.

This Note is authorized under that certain Loan Agreement and is subject to, and is executed in accordance with, all of the terms, conditions and provisions thereof. A fully executed copy of the Loan Agreement is on file in the permanent records of the Center and is open for inspection to any member of the general public and to any person proposing to do business with, or asserting claims against, the Center, at all times during regular business hours.

Except as otherwise provided in the Loan Agreement, the Center waives all demands for payment, presentations for payment, protests, notices of protests, and all other demands and notices, to the extent permitted by law.

All agreements between the Center and holder hereof, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand, prepayment, or otherwise, shall the interest contracted for, charged, received, paid or agreed to be paid to the holder hereof, exceed the maximum permissible by applicable law. If, from any circumstances whatsoever, interest would otherwise be payable to the holder hereof in excess of the Maximum Interest Rate, then the interest payable to the holder hereof shall be reduced to the maximum amount permitted under applicable law; and if from any circumstances the holder hereof shall ever receive anything of value deemed interest by applicable law in excess of the Maximum Interest Rate, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Center. All interest paid or agreed to be paid to the holder hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period of the subject loan until payment in full of the principal so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between the Center and the holder hereof.

THIS NOTE AND THE LOAN AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

The Center may, in its discretion, prepay all or any portion of the outstanding principal amount of this Note pursuant to Section 2.6 of the Loan Agreement.

If a date for the payment of the principal of or interest on the Note is a Saturday, Sunday, legal holiday, or a day on which the Lender is authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institution is authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Note shall be governed in all respects by the laws of the State of Texas and of the United States of America.

[Signature Page Follows]

IN WITNESS WHEREOF, this Note has been duly executed effective as of the date first written above.

TEXAMERICAS CENTER

By: 
William Scott Norton, Executive Director

CERTIFICATE FOR RESOLUTION

On September 13, 2018, we, the undersigned officers of said Center, hereby certify as follows:

1. On September 25 2018 at the designated meeting place, and the roll was called of the duly constituted officers and members of said Board of Directors, and all of said persons were present, except the following absentees: See Attached List thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
TEXAMERICAS CENTER REGARDING A LOAN IN THE AMOUNT
NOT TO EXCEED \$1,500,000**

was duly introduced for the consideration of said Board of Directors and read in full. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All members of the Board of Directors shown present above voted "Aye" except as shown below.

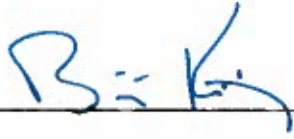
NOES: Ø

ABSTAIN: Ø

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Board of Directors' minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board of Directors' minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board of Directors as indicated therein; that each of the officers and members of said Board of Directors was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said Meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Chairman of the Board of Directors of the Center has approved and hereby approves the aforesaid Resolution; that the Chairman and the Secretary of said Center have duly signed said Resolution; and that the Chairman and the Center Secretary of said Center hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

Signed on the date first written above.

Handwritten signature in blue ink, appearing to read "B. King".

Secretary, Board of Directors

Handwritten signature in blue ink, appearing to read "Bayle W. Sartin".

Chair, Board of Directors

September 27, 2018

On September 25, 2018, TexAmericas Center had a Board of Directors meeting. At the meeting, Resolution 20180925-18 was approved authorizing the Executive Director/CEO, William Scott Norton, to execute a Line of Credit Note to Guaranty Bank & Trust in the amount of \$1,500,000. The following Board Members were absent:

Steve Mayo

Don Morris

Melford Pierce

Justin Powell

If you need additional information, please contact Scott Norton or Holly Sleek.

Thank you,



Holly Sleek

Controller

GENERAL CERTIFICATE OF TEXAMERICAS CENTER

On October 1, 2018, I, the undersigned duly authorized officer of the TEXAMERICAS CENTER (the "Borrower") acting in my official capacity as such, hereby certify with respect to the Loan Agreement dated as of October 1, 2018, (as amended, restated, supplemented and/or otherwise modified, the "Loan Agreement") by and between Borrower and Guaranty Bank & Trust, N.A., as follows:

1. That the Borrower is an authority, validly created under Chapter 3503, Special District Local Laws, as amended (the "Act") and existing under the Act, and the laws and the Constitution of the State of Texas and is a governmental agency and political subdivision thereof. All capitalized terms used herein shall have the meanings set forth for such terms in the Loan Agreement unless the context clearly indicates otherwise.

2. The Board of Directors of the Borrower duly adopted by a majority vote the Resolution Regarding the Loan Agreement (the "Resolution") authorizing and approving the entering into the Loan Agreement and the Note, at a duly called public meeting, at which a quorum was present and acting throughout; the Resolution is in full force and effect and has not been altered, amended or repealed as of the date hereof; that said meeting was duly called and open to the public in accordance with the laws of the State of Texas.

3. The following described instruments (collectively, the "Instruments"), as executed and delivered or authorized by the Borrower, are in substantially the same form and text as copies of such Instruments which were before and were approved or ratified by the Board of Directors of the Borrower, and which the officers of the Borrower were authorized to execute and deliver for and on behalf of the Borrower:

- (a) the Loan Agreement; and
- (b) the Note.

4. To the best knowledge of the undersigned, on the date hereof, the Borrower is not in default in the performance or observance of any of the covenants, conditions, agreements or provisions of the Instruments.

5. The representations and warranties of the Borrower contained in the Instruments are correct on and as of the date hereof as though made on and as of such date.

6. No litigation is pending or, to the best of Borrower's knowledge, threatened in any court to restrain or enjoin the execution and delivery of the Loan Agreement or the Note, or contesting or affecting the adoption and validity of the Resolution or the authorization, execution and delivery of the Instruments, or contesting the powers of the Board of Directors of the Borrower.

IN WITNESS WHEREOF, we have duly executed this certificate on the date first written above.

TEXAMERICAS CENTER

By: 
William Scott Norton, Executive Director