



RESOLUTION NO. 20180925-27

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A SECOND LEASE MODIFICATION AND EXTENSION AT 170 & 176 ARKANSAS AVE., NEW BOSTON, TX 75570 TO FOUR THIRTEEN, 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, Four Thirteen, Inc. contacted TexAmericas Center to seek a second lease modification and extension arrangement for office space at 170 and 176 Arkansas Ave., New Boston, TX 75570 ; 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 is hereby authorized to execute the attached lease; and

BE IT FURTHER RESOLVED, by the Board of Directors of TexAmericas Center that the Center appreciates the collaborative effort of Four Thirteen, Inc. to negotiate this second lease modification and extension 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 25th day of September, 2018.

A handwritten signature in blue ink that reads "Boyd Sartin".

Boyd Sartin, Chairman of the Board

ATTEST:

A handwritten signature in blue ink that reads "Ben King".

Ben King, Secretary

Attached: Second Lease Modification and Extension



**SECOND MODIFICATION AND EXTENSION OF LEASE
(BUILDINGS 170 AND 176 ARKANSAS AVENUE)**

1. Parties.

The parties to this Agreement are TEXAMERICAS CENTER (TAC), hereinafter the Landlord, and FOUR THIRTEEN, INC., hereinafter the Tenant.

2. Current Lease.

Landlord and Tenant entered into a Lease Agreement dated the 23rd day of September, 2014, for property located at 170 and 176 Arkansas Avenue, New Boston, Texas, said Lease having a termination date of October 31, 2015. The lease was amended on or about September 22, 2015, to extend the term of the lease for a period of 12 months, from November 1, 2015 through October 31, 2016, and to grant Tenant two (2), one (1) year options to the extend the term.

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

- A. The Lease Term shall be extended for a period of 12 months and will terminate on the 31st day of October, 2019.
- B. The monthly rent for the extended term of this Lease shall be \$368.65 per month commencing November 1, 2018 through October 31, 2019.
- C. The security and tax deposits shall remain the same.
- D. Landlord grants Tenant a first option to extend the term for a period commencing on November 1, 2019, and terminating on October 31, 2020, at a monthly rental of \$379.71 per month.
- E. Landlord grants Tenant a second option to extend the term for a period commencing on November 1, 2020 through October 31, 2021, at a monthly rental of \$391.10.
- F. Landlord grants Tenant a third option to extend the term for a period commencing on November 1, 2021 through October 31, 2022, at a monthly rental of \$402.83.
- G. Landlord grants Tenant a fourth option to extend the term for a period commencing on November 1, 2022 through October 31, 2023, at a monthly rental of \$414.92.
- H. 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 first, second, third, or fourth option, or (4) default exists at the time Tenant seeks to exercise any of the options.
- I. 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 and extensions made in this Second Modification and Extension Agreement, and all prior modifications which are not changed by this Agreement, all provisions of the Lease Agreement will continue in full force and effect.

EXECUTED as of this the 25th day of September, 2018.


LANDLORD:

TEXAMERICAS CENTER

By: 
Scott Norton, Exec. Director/CEO

TENANT:

FOUR THIRTEEN, INC.

By: 
J. L. Estill, President