



**RESOLUTION NO. 20181023-03**

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE AN OPTION FOR NON-EXCLUSIVE LICENSE AGREEMENT TO USE DESIGNATED ROADWAYS ON THE TAC-WEST CAMPUS TO M2 SERVICES CORPORATION**

**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**, M2 Services Corporation contacted TexAmericas Center to seek an option for non-exclusive license agreement to use designated roadways on the TAC-West campus for purposes of storing military vehicles that need to be refurbished and testing refurbished military vehicles; and

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

**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 license agreement; and

**BE IT FURTHER RESOLVED**, by the Board of Directors of TexAmericas Center that the Center appreciates the collaborative effort of M2 Services Corporation to negotiate this license agreement as well as to continue its business operations, preserve jobs and contribute to the tax base in Bowie County, Texas.

**PASSED AND APPROVED THIS 23<sup>rd</sup> day of October, 2018.**

  
\_\_\_\_\_  
**Boyd Sartin, Chairman of the Board**

**ATTEST:**

  
\_\_\_\_\_  
**Ben King, Secretary**

Attached: Option for Non-Exclusive License to Use Designated Roadways – TAC-West



Upon the exercise of this option by M2, and execution of a binding Non-Exclusive License Agreement to Use the Designated Roads, the License Price shall be an amount equal to two times the Option Price specified in paragraph 1 above payable monthly.

3.

#### OPTION PERIOD

This option shall be enforceable through November 30, 2022. This option shall be exercised by M2 giving written notice by certified mail of its intention to exercise said option, and said written notice shall be mailed to TAC at the following address, to-wit: 107 Chapel Lane, Attn: Executive Director, New Boston, Texas 75570.

M2 may terminate its right to exercise the Option at any time by giving 30-day written notice to the same, at which time it shall no longer be obligated to make any further payments of the Option Price.

4.

#### NON-EXCLUSIVE LICENSE AGREEMENT

Upon exercise of this Option by M2, TAC and M2 shall enter into a written Non-Exclusive License Agreement for use of Designated Roads upon the same terms and conditions (other than the monthly License rate and the specified term) as set forth in that certain Non-Exclusive License Agreement for Use of Designated Roads by and between TAC and M2 dated on or about December 7, 2017, a copy of which is attached hereto as **Exhibit "B"** and incorporated herein for all purposes. This Option agreement shall terminate upon execution of the Non-Exclusive License Agreement.

5.

#### FAILURE TO EXERCISE

OPTION TO LICENSE  
TAC: TexAmericas Center  
M2: M2 Services Corporation

If M2 fails to exercise the option to license the use of designated roads within the Exercise Period hereinabove provided, then all rights of M2 hereunder shall cease and the money paid for this option shall be retained by TAC.

6.

BINDING EFFECT

The provisions of this instrument shall be binding upon and inure to the benefit of TAC and M2, their heirs, successors and permitted assigns.

7.

ASSIGNMENT

M2 may not assign or otherwise transfer this Option to License Agreement or any right or any interest in it without TAC's written consent.

8.

TEXAS LAW TO APPLY

This agreement is to be construed under Texas law, and any and all obligations of the parties created by this agreement are performable in Bowie County, Texas. Any and all litigation arising out of this agreement shall be filed and maintained in the District Court of Bowie County, Texas.

9.

PRIOR AGREEMENT SUPERCEDED

This agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this agreement.

10.

OPTION TO LICENSE  
TAC: TexAmericas Center  
M2: M2 Services Corporation

AMENDMENT

No amendment, modification or alteration of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and executed by both of the parties.

11.

TIME OF ESSENCE

Time is of the essence of this agreement.

12.

ALTERNATIVE DISPUTE RESOLUTION

TAC and M2 shall submit in good faith to mediation any and all disputes before filing suit. Each party shall pay its own counsel fees and such mediation and shall each pay one-half of the mediator's charges. The parties shall mutually agree upon the mediator, and upon failure to agree within thirty (30) day of a request by either party to mediation, shall request the County Judge of Bowie County, Texas, to select a mediator whose selection shall be binding on the parties. All mediation shall take place in Bowie County, Texas.

13.

ARMY IMPOSED RESTRICTIONS

Notwithstanding any other provision of this agreement, this agreement is made subject to, and M2 agrees to be bound by those certain exceptions, limitations, covenants, conditions and reservations set forth in the Deed Without Warranty conveying the TexAmericas Center-West Campus Premises from the United States of America, acting by and through the Secretary of the Army to Red River Redevelopment Authority (now TexAmericas Center) to the extent said provisions apply to the Licensed Premises. A copy of the Deed Without Warranty is available at the offices of TAC.

OPTION TO LICENSE

TAC: TexAmericas Center  
M2: M2 Services Corporation

14.

**RESERVED RIGHT TO DEDICATE ROADS**

TAC reserves the right to dedicate one or more or all of the roadways designated in this Option Agreement as public roads or streets without the joinder or consent of M2. Upon such public dedication, or dedications, this option shall automatically terminate as to the publicly dedicated road or roads and an equitable adjustment of the Option Price shall be made.

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

TEXAMERICAS CENTER

By:   
Scott Norton  
Executive Director/CEO

107 Chapel Lane  
New Boston, Texas 75570  
Telephone: 903-223-9841  
Facsimile: 903-223-8742  
Email: [scott.norton@texamericascenter.com](mailto:scott.norton@texamericascenter.com)

Date: 10/26/18

M2 SERVICES CORPORATION

By: \_\_\_\_\_  
Larry Helfand,  
President/General Manager

940 A Ridgeview Drive, Suite 110  
Allen, Texas 75013  
Telephone: 214-491-1100  
Facsimile: 775-923-4653  
Email: [lhelfand@m2-services.com](mailto:lhelfand@m2-services.com)

Date: 23. OCT. 2018

Day: ZIMMERMAN  
BY: Sherry Martin  
SHERRY MARTIN  
VP, ENTERPRISE SUPPLY CHAIN  
80 INTERNATIONAL DRIVE  
GREENVILLE, SC 29615  
PHONE: 864.770.4240

STATE OF TEXAS                   §  
   §  
COUNTY OF BOWIE               §

This instrument was acknowledged before me on the 26<sup>th</sup> day of October, 2018, by Scott Norton, Executive Director/CEO of TexAmericas Center.



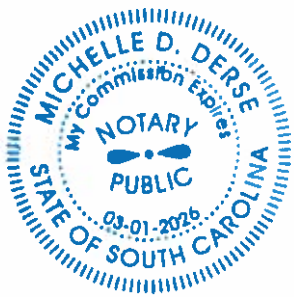
Marla G. Byrd  
Marla G. Byrd  
Notary Public, State of Texas

STATE OF \_\_\_\_\_ §  
   §  
COUNTY OF \_\_\_\_\_ §

DAY & ZIMMERMANN  
BY: SHERRY MARTIN  
VP, ENTERPRISE  
SUPPLY CHAIN

BEFORE ME, the undersigned authority, on this day personally appeared ~~Larry Helfand~~, as the ~~President/General Manager of M2 Services Corporation~~, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23 day of October, 2018.

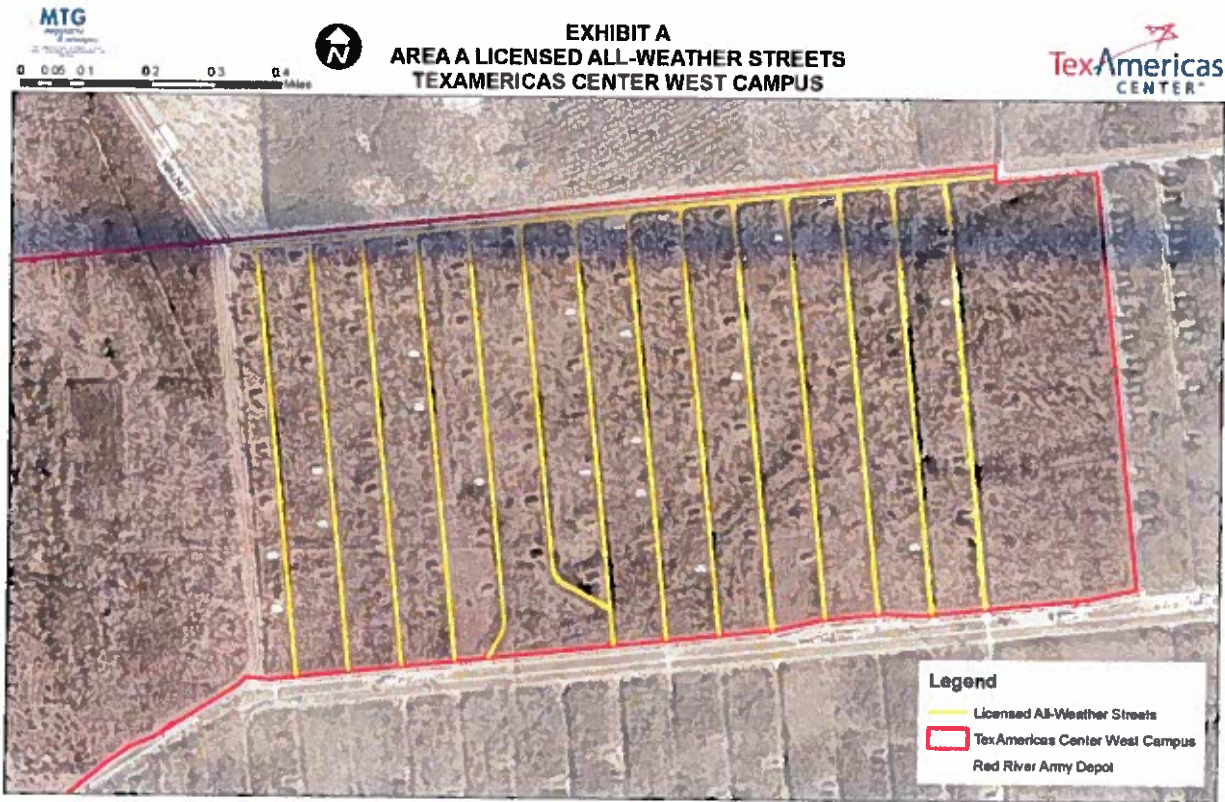


MICHELLE D. DERSE Michelle D. P.  
Notary Public, State of SOUTH CAROLINA

**OPTION TO LICENSE**  
TAC: TexAmericas Center  
M2: M2 Services Corporation



# Exhibit "A"



# Exhibit "B"

**OPTION TO LICENSE**  
TAC: TexAmericas Center  
M2: M2 Services Corporation

**See separate attachment**

**OPTION TO LICENSE**  
TAC: TexAmericas Center  
M2: M2 Services Corporation

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