



**RESOLUTION NO. 20190326-04**

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE AMENDMENT NO. 3 TO EXPAND THE USE OF DESIGNATED ROADWAYS ON TEXAS AVENUE, NEW BOSTON, TX 75570 TO M2 SERVICES, 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**, M2 Services contacted TexAmericas Center to seek an amendment to the License Agreement for roads and areas around building 110/112 at Texas Avenue, New Boston, TX 75570 ; and

**WHEREAS**, the parties have come to the attached terms of agreement for expansion of roadways to 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 expansion of roadways to said 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 to negotiate this license agreement 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 26<sup>th</sup> day of March, 2019.**

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

**ATTEST:**

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

Attached: Amendment No. 3 License Agreement to Use Designated Roadways



**AMENDMENT NO. 3  
TO  
LICENSE AGREEMENT TO USE DESIGNATED ROADWAYS**

This Amendment No. 3 to License Agreement to Use Designated Roadways is entered into by and between TexAmericas Center, a political subdivision of the State of Texas having its principal office at 107 Chapel Lane, New Boston, Bowie County, Texas 75570, hereinafter referred to as "TAC" and M2 Services Corporation, a corporation having its principal office at 940 Ridgeview Drive, Ste. 110, Allen, TX 75013, hereinafter referred to as "M2".

RECITALS

WHEREAS, TAC and M2 entered into a License Agreement To Use Designation Roadways dated on or about July 23, 2013, for a term ending on the 14th day of April, 2014; and

WHEREAS, the parties have extended the term dated on or about February 25, 2014, for an additional year to end on the 14th day of April, 2015; and

WHEREAS, the parties have extended the term dated on or about March 24, 2015, for an additional period of one year, from April 15, 2015, and ending on the 14<sup>th</sup> day of April, 2016, with three (3) additional periods of one (1) year each; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, TAC and M2 do hereby agree as follows:

1. License. TAC does hereby grant to M2 a non-exclusive License to use designated roads owned by TAC upon the TexAmericas Center-Central Campus during the term of this License Agreement which roads are described as follows:

Panther Creek, Texas Avenue, James Carlow Drive, Park Street, North Boundary Patrol Road, and Technology Circle as depicted upon the photograph attached hereto as Exhibit "A".

- i. Left out of your 320 Panther Creek location to
- ii. Texas Avenue and then turn right to
- iii. James Carlow Drive then turn left to
- iv. Park St. then turn right to
- v. Tyler Street then turn left to
- vi. North Boundary Patrol Rd., turn left to the concrete apron entering the S.T.A.R. Site
- vii. Perform a turnabout and return in reverse order

2. Term of License. The term of this License continues in its Second Option, for a period of 1 year, beginning on the 1<sup>st</sup> day of November, 2018, and ending on the 31<sup>st</sup> day of October, 2019, unless terminated earlier as provided in this Agreement. In the event Landlord receives a bona fide third party written offer to Lease or Purchase all or a part of the S.T.A.R. Site area, or hereto, the Landlord intends to utilize the S.T.A.R. Site for their intents and purposes, Landlord will grant the Licensee sixty (60) days' notice to terminate the License Agreement. Landlord will give their best efforts to help relocate the Use of Designated Roadways on the TAC-Central Campus to another available route.

3. Option to Extend Term. Licensee may extend the term of this agreement beyond the expiration date provided in Section 2 above on the following conditions:

A. Licensee may, if it is not in default, either on the date required for the notice or on the date such extension commences, extend the term for one (1) additional period of one (1) year. The extended term will begin on the day following the expiration date of the term specified in Section 2. If, at the date the original term expires, Tenant is in default beyond any grace period provided in this agreement, the remaining option is void. All of the terms and covenants of this agreement apply to all extended terms.

B. Licensee may exercise the option to extend this License Agreement by giving TAC notice of its intention to do so not later than three (3) months before the then current Term expires. Notice of an intention to exercise an option under this agreement must, to be effective, be sent by mail, fax, or email to TAC at the address provided in this agreement.

4. Consideration. Licensee will continue to pay to TAC the initial sum of \$106.09 upon execution of this License Agreement for the remaining Second Option of the term hereof. Said sum shall be increased by 3% each year during the remaining term of this license. Annual payments of said increasing amount shall be due on or before November 1<sup>st</sup> of each year during the term hereof.


5. Operational Limitations. M2 shall at all times comply with the following operational limitations with regard to the Licensed Premises, to-wit:

- A. M2 shall observe the posted speed limits upon the designated roadways. In the event there is no posted limit upon the roadway, driver shall not exceed 35 mph.
- B. All drivers of motor vehicles shall have a valid commercial operator's license.
- C. Only the military vehicle known as the HEMTT and HMMWV shall be tested under this license.

- D. Testing of vehicles brakes, which could result in skidding of tires upon the road surfaces, on the Licensed Premises, in a location where other oncoming traffic can be impacted, shall not occur.
- E. M2 shall repair all damage to the roadway surfaces caused by the testing of the vehicles other than ordinary wear and tear.
- F. All personnel of M2 involved in the testing of the vehicles upon the Licensed Premises shall register and obtain a badge for entry onto the TexAmericas Center-Central Campus. Registration and badging is available at the offices of TAC.
- G. M2 shall use the designated roads for the purpose of testing HEMTT and HMMWV Vehicles refurbished by M2 for the Israeli Ministry of Defense, and for no other purpose.
- H. M2 shall perform cold-patching on Park Street to the satisfaction of the VP of Operations for TAC.
- I. M2 shall monitor and maintain Park Street in sufficient condition to perform test driving and not deteriorate the road.
- J. M2 shall cease using Park Street upon notification of the VP of Operations if condition erodes beyond expectations; repair road to sufficient condition immediately.
- K. M2 shall place a rock bed at the edge of the concrete apron, extending a minimum of 20' to allow sufficient room to perform required turnabout.
- L. M2 shall participate in a discussion to determine a need for a permanent test track on the TAC campuses.
- M. M2 agrees to arrange a meeting between M2, AECOM and TAC to discuss business development opportunities.

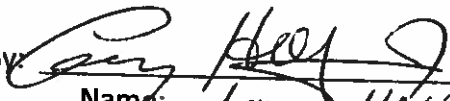
EXECUTED and EFFECTIVE as of the date of the second party to execute the same as indicated below.

**TEXAMERICAS CENTER**

By:   
Scott Norton,  
Executive Director/CEO  
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: April 8, 2019

**DAY & ZIMMERMAN**

By:   
Name: Larry Helfand  
Title: General Manager, MRO  
Address: 940 Ridgeway Dr  
Bldg A, Ste. 110  
Telephone: 909-505-3977  
Facsimile:  
Email: larry.helfand@dayzimm.com

Date: April 5, 2019

**EXHIBIT "A"**  
**Premises Description**

