



RESOLUTION NO. 20190625-04

**A RESOLUTION AUTHORIZING AN ADDENDUM TO THE LEASE AT 556 ELM CIRCLE,
HOOKS, TX 75561 TO LOC PERFORMANCE PRODUCTS, 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, on or about May 28, 2019, the TexAmericas Center Board of Directors approved **RESO 20190528-09** which authorized the Executive Director/CEO to sign a lease with Loc Performance Products, Inc. at 556 Elm Circle, Hooks, Texas 75561; and

WHEREAS, Loc Performance contacted TexAmericas Center to seek an Addendum to the Lease Agreement for a Conditional Waiver of Requirement to Provide Pollution Legal Liability Insurance as part of the lease; and

WHEREAS, the parties have come to agreement on the attached terms of the Addendum for Conditional Waiver of Requirement to Provide Pollution Legal Liability Insurance.

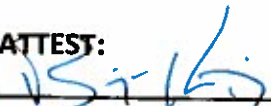
NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center that the Executive Director/CEO shall be and he is hereby authorized to execute the attached Addendum for Conditional Waiver of Requirement to Provide Pollution Legal Liability Insurance.

PASSED and APPROVED this 25th day of June, 2019.



Boyd Sartin, Chairman of the Board

ATTEST:



Ben King, Secretary

Attached: Addendum for Conditional Waiver of Requirement to Provide Pollution Legal Liability Insurance



ADDENDUM 1

CONDITIONAL WAIVER OF REQUIREMENT TO PROVIDE POLLUTION LEGAL LIABILITY INSURANCE

Lessor: TexAmericas Center

Lessee: Loc Performance Products, Inc.

Premises Leased Address: 556 Elm Circle, Hooks, TX 75561

This Addendum is executed by and between Lessor and Lessee simultaneously with and as a part of the Industrial Lease entered into by and between Lessor and Lessee of even date herewith.

1. Lessee hereby represents to Lessor as Landlord and agrees that Lessee as Tenant under the Lease does not intend to, and will not, use, generate, manufacture, refine, transport, treat, store, handle, or dispose of Hazardous Materials upon the Leased Premises during the term of the Lease and any extensions thereof. The term "Hazardous Materials" shall be those materials defined as Hazardous Materials in Section 3.02 of the Lease Agreement.
2. Lessee as Tenant further hereby represents to Lessor as Landlord and agrees that Lessee and others under its control or supervision whether by contract or otherwise will not during the term of the Lease and any extensions thereof dig, excavate, or otherwise disturb the soil on, under and around the Leased Premises without the prior written consent of Lessor as Landlord. Lessor as Landlord may as a condition to granting consent require that Tenant provide Pollution Legal Liability Insurance as required by Section 9.08 of the Lease Agreement.
3. Based upon the representations of the Lessee stated in Sections 1 and 2 above, Lessor hereby conditionally waives the requirement that Lessee provide Pollution Legal Liability Insurance as required by Section 9.08 of the Lease Agreement.
4. In the event that the Lessee, or any of its customers, officers, agents, employees, contractors, affiliated entities, or invitees, violate the provisions of Sections 1 and 2 of this Addendum, Lessor may, upon five (5) days' notice to Lessee revoke and terminate the Conditional Waiver set forth in this Addendum and require the Lessee as Tenant to comply with the provisions of Section 9.08 of the Lease Agreement by providing Pollution Legal Liability Insurance in the amount of not less than \$100,000 per loss and not less than \$1,000,000 in the aggregate. The deductible on the Policy shall not be greater than \$25,000.00 per occurrence. If Lessee fails to provide the required Pollution Legal Liability Insurance within thirty (30) days after receipt of written notice from Lessor that this Waiver

has been terminated, such failure to provide the required Pollution Legal Liability Insurance shall constitute a default under this Lease.


5. For purposes of this Addendum, petroleum products such as gasoline and diesel and motor oil used in the operation of motorized vehicles, while in the tanks or reservoirs of said motor vehicles, shall not be a violation of the representations made in Section 1.
6. Once the Conditional Waiver set forth in this Addendum has been terminated, it may not be reinstated except by the execution of a new Waiver Addendum signed by both parties.


LESSOR (LANDLORD):

LESSEE (TENANT):

TEXAMERICAS CENTER

LOC PERFORMANCE PRODUCTS, INC.

By: 
Name: Scott Norton
Title: Executive Director / CEO
Date: 6/25/19

By: 
Name: R. Jackson Richardson
Title: CEO
Date: 6-24-19