

RESOLUTION NO. 20191022-03

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A NINTH LEASE MODIFICATION AND EXTENSION FOR 12 CHAPEL LANE, NEW BOSTON, TX 75570 TO AECOM MANAGEMENT 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, AECOM Management Services, Inc. contacted TexAmericas Center to seek a ninth lease modification and extension for office space and related facilities at 12 Chapel Lane, 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 shall be and he is hereby authorized to execute the attached ninth lease modification and extension; and

BE IT FURTHER RESOLVED, by the Board of Directors of TexAmericas Center that the Center appreciates the collaborative effort of AECOM Management Services, Inc. to negotiate this ninth 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 22nd day of October, 2019.

Boyd Sartin, Chairman of the Board

AMESI:

Ben King, Secretary

Attached: Nine Lease Modification and Extension



MODIFICATION AND EXTENSION NO. 9 TO LEASE AGREEMENT

1. Parties.

The parties to this Agreement are TexAmericas Center (TAC), hereinafter the Landlord, and AECOM Management Services, Inc., in which the company name changed from URS Federal Services Inc. to AECOM Management Services effective October 22, 2018, hereinafter the Tenant.

2. Current Lease.

Landlord and Tenant entered into a certain Lease Agreement dated on or around September 17, 2010 between TexAmericas Center and URS Federal Services, Inc. for property located at 12 Chapel Lane, New Boston, Bowie County, Texas. The Lease has previously been modified and extended by Option No. 1, No. 2, No. 3, No. 4, and No. 5. A new Lease Agreement was signed February 25, 2014 and the lease was modified again on or about November 25, 2014 by No. 6. On June 30, 2015, the lease was modified by Option No. 7 to extend the lease for a period of 18 months to expire on December 31, 2016. The lease was modified again on or about November 22, 2016 by Option No. 8 to extend the lease for a period of 36 months to expire on December 31, 2019.

3. Modification of Terms. The Lease is hereby further modified as follows:

- A. Landlord and Tenant hereby agree to extend the term of the Lease for a period of 12 months, to expire at 11:59 pm on December 31, 2020 subject to earlier termination as hereinafter provided.
- B. Rent for the period of January 1, 2020 through December 31, 2020 shall be \$2,482.30 per month payable as provided in the Lease.
- C. Landlord grants tenant a first option to extend the term for a period commencing on January 1, 2021, and terminating on December 31, 2021 at a monthly rental of \$2,556.77.
- D. Landlord grants tenant a second option to extend the term for a period commencing on January 1, 2022, and terminating on December 31, 2022 at a monthly rental of \$2,633.47.
- E. Landlord grants tenant a third option to extend the term for a period commencing on January 1, 2023, and terminating on December 31, 2023 at a monthly rental of \$2,712.48.
- F. Landlord grants tenant a fourth option to extend the term for a period commencing on January 1, 2024, and terminating on December 31, 2024 at a monthly rental of \$2,793.85.
- G. Landlord grants tenant a fifth option to extend the term for a period commencing on January 1, 2025, and terminating on December 31, 2025 at a monthly rental of \$2,877.67.



H. Tenant shall have the right to terminate the Lease any time prior to April 1, 2020 by giving 30 days written notice to Landlord

4. Continuation of Lease Terms.

Except as previously modified by Option No. 1, Option No. 2, Extension No. 3, Extension No. 4, Extension No. 5, Extension No. 6, Extension No. 7, Extension No. 8 and this Extension No. 9, the terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Extension No. 9 on the dates indicated.

LANDLORD:	TENANT:
TexAmericas Center	AECOM Management Services, Inc.
By: Sour orte	Ву:
Name: Scott Norton	Name: Mark Esposito
Title: Executive Director, CEO	Title: Vice President & Associate General Councel
Date: 60/39/19	Date: 10/2/2011