

NOTICE OF MEETING

AUGUST 25, 2020– 12:30 P.M. or upon adjournment of the Meeting of the Board of Directors of TexAmericas Center on said date and location, whichever is the later to occur.

NEW BOSTON, TX
11 CHAPEL LANE, SUITE B
NEW BOSTON, TX 75570

Persons wishing to attend the TAC East Holdings Company No. 1 Board of Directors Meeting by telephone can call 1-866-778-5424 and enter the Participant Code of 5090805. Board meeting agenda and materials can be found at the www.texamericascenter.org website.

The Board of Directors of TAC East Holdings Company No. 1 will meet to conduct business at the above stated date, time and location via conference call.

AGENDA

1. Call to Order.
2. Roll Call of Directors.
3. Consider and Take Action on:
 - A. Approve Minutes from July 28, 2020 Board Meeting.
 - B. Appoint Officers of the Board of Directors for TAC East Holdings Company No. 1.
 - C. **Resolution #20200825-01 TAC East Holdings Company No. 1, A Texas non-profit corporation** – Authorizing the acceptance by TAC East Holdings Company No. 1 of Property from TexAmericas Center.
4. Adjournment.

**TAC EAST HOLDINGS COMPANY NO. 1
A TEXAS NON-PROFIT CORPORATION**

**MEETING MINUTES
JULY 28, 2020**

JULY 28, 2020— 12:30 P.M. or upon adjournment of the Meeting of the Board of Directors of
TexAmericas Center on said date and location, whichever is the later to occur.

NEW BOSTON, TX
107 CHAPEL LANE
NEW BOSTON, TX 75570

The Board of Directors of TAC East Holdings Company No. 1 met to conduct business at the above stated date, time and location via conference call.

1. The meeting was called to order at 1:08 p.m. by Denis Washington, Chairman of the Board who certified that the meeting was properly posted, being held in accordance with the Texas Open Meetings Act and that a quorum was present.

2. **Directors, Officers and Others in Attendance by roll call were:**

Denis Washington	Gabe Tarr	Ben King	William Scott Norton
Wes Jordan	Eric Voyles	Marla Byrd	

Directors Absent:

Boyd Sartin

3. Considered and Took Action on:
 - A. Approved Minutes from June 23, 2020 Board Meeting. A motion was made by Ben King and seconded by Gabe Tarr. Denis Washington called for votes by roll call by directors in attendance. Each director voted yes. The motion carried unanimously by voice vote.
 - B. **Resolution #20200728-01 TAC East Holdings Company No. 1, A Texas non-profit corporation** – Authorizing the President of TAC East Holdings Company No. 1 to enter into an engagement agreement with Thomas & Thomas, PLLC for Auditing Services for FY2020. A motion was made by Ben King and seconded by Gabe Tarr. Denis

Washington called for votes by roll call by directors in attendance. Each director voted yes. The motion carried unanimously by voice vote.

- C. **Resolution #20200728-02 TAC East Holdings Company No. 1, A Texas non-profit corporation** - Authorizing the President of TAC East Holdings Company No. 1 to execute a second lease modification agreement to Expal USA, Inc. to add Option Buildings E-18 and E-19 in the E-Line Production Area. A motion was made by Ben King and seconded by Gabe Tarr. Denis Washington called for votes by roll call by directors in attendance. Each director voted yes. The motion carried unanimously by voice vote.

With no other business to discuss, a motion was made by Ben King and seconded by William Scott Norton to adjourn the meeting at 1:13 p.m. Denis Washington call for votes by roll call by directors in attendance. Each director voted yes. The motion carried unanimously by voice vote.

The above and foregoing minutes of the TAC EAST HOLDINGS COMPANY NO. 1 Board of Directors meeting, July 28, 2020 were read and approved on August 25, 2020.

_____, Secretary of the Board

**TAC EAST HOLDINGS COMPANY NO. 1
A TEXAS NON-PROFIT CORPORATION**

RESOLUTION NO. 20200825-01

**A RESOLUTION AUTHORIZING THE ACCEPTANCE BY TAC EAST HOLDINGS
COMPANY NO. 1 OF PROPERTY FROM TEXAMERICAS CENTER**

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, TAC East Holdings Company No. 1 is a Texas non-profit corporation established to hold title to real property received from TexAmericas Center and remit all income (less expenses) to TexAmericas Center; and

WHEREAS, TexAmericas Center has authorized the conveyance to TAC East Holding Company No. 1 of certain real property more particularly described in Exhibit "A" attached hereto; and

WHEREAS, TexAmericas Center desires to transfer said Property described in Exhibit "A" to TAC East Holdings Company No. 1 for it to manage said Property, collect the revenue therefrom, and remit the income (less expenses) to TexAmericas Center in accordance with the Certificate of Formation and Bylaws of TAC East Holdings Company No. 1;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of TAC East Holdings Company No. 1 that it accept title to said property for the stated purposes.

PASSED and APPROVED this 25th day of August, 2020.

Denis Washington, Chairman of the Board

ATTEST:

_____, **Secretary of the Board**

EXHIBIT "A"

Property Description
1.808 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the Mary Burnsidess Headright Survey, Abstract 49, and the William H. Fore Headright Survey, Abstract 214, Bowie County, Texas, being a part of that certain tract of land described as Tract 8 with 4586.02 acres in the deed from The United States of America to Red River Redevelopment Authority, dated September 1m 2010, recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch steel rod (control monument), capped MTG 101011-00, found for a corner, being the Southeast corner of that certain tract of land described as Tract 1 (Area V), with 646.998 acres in the deed from TexAmericas Center to TAC East Holdings Company No. 1, dated July 28, 2015, recorded in Document No. 2015-8269 of the Real Property Records of Bowie County, Texas;

THENCE North 00 degrees 30 minutes 57 seconds West (basis of bearings) a distance of 2199.02 feet along the East line of the said 646.998 acre tract to a 1/2 inch steel rod (control monument), capped MTG 101011-00, found for a corner, being the Northeast corner of the said 646.998 acre tract;

THENCE North 45 degrees 06 minutes 55 seconds West a distance of 123.16 feet along the North line of the said 646.998 acre tract to a 1/2 inch steel rod, capped MTG 101011-00, found for a corner, being an angle point in the North line of the said 646.998 acre tract;

THENCE South 89 degrees 28 minutes 07 seconds West a distance of 117.76 feet to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner in the North line of the said 646.998 acre tract, and being the POINT OF BEGINNING for the herein described tract of land;

THENCE South 89 degrees 28 minutes 07 seconds West a distance of 62.00 feet along the North line of the said 646.998 acre tract to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner;

THENCE North 14 degrees 02 minutes 46 seconds East a distance of 1311.06 feet across the said Tract 8 to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner in the South line of the Cypress Street easement as described in the deed from TexAmericas Center to TAC East Holdings Company No. 1, dated July 28, 2015, recorded in document number 2015-8269 and document number 2016-5393 of the Real Property Records of Bowie County, Texas;

THENCE North 86 degrees 06 minutes 19 seconds East a distance of 63.07 feet along the South line of the said Cypress Street easement to a 1/2 inch steel rod, capped MTG 101011-00;

THENCE South 14 degrees 02 minutes 46 seconds West a distance of 1314.88 feet across the said Tract 8 to the point of Beginning and containing 1.808 acres of land at the time of this survey.

PREPARED IN THE OFFICE OF:
JORDAN LAW FIRM, L.L.P.
#4 Woodmont Crossing
Texarkana, Texas 75503

NOTICE OF CONFIDENTIALITY RIGHTS:
IF YOU ARE A NATURAL PERSON, YOU
MAY REMOVE OR STRIKE ANY OF THE
FOLLOWING INFORMATION FROM THIS
INSTRUMENT BEFORE IT IS FILED FOR
RECORD IN THE PUBLIC RECORDS:
YOUR SOCIAL SECURITY NUMBER OR
YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

Date: August 25, 2020

Grantor: TexAmericas Center, a political subdivision of the State of Texas, acting by and through Scott Norton, Executive Director/CEO, duly authorized by Resolution of the Board of Directors dated August 25, 2020

Grantor's Mailing Address (including county): 107 Chapel Lane
New Boston, Bowie County, Texas 75570

Grantee: TAC East Holdings Company No. 1, a Texas Non-Profit Corporation

Grantee's Mailing Address (including county): 107 Chapel Lane
New Boston, Bowie County, Texas 75570

Consideration: \$1.00 and other good and valuable consideration

Property (including any improvements): (Property commonly known as Eastern Access to Area V)

All that certain lot, tract or parcel of land lying and situated in the Mary Burnsidess Headright Survey, Abstract 49, and the William H. Fore Headright Survey, Abstract 214, Bowie County, Texas, being a part of that certain tract of land described as Tract 8 with 4586.02 acres in the deed from The United States of America to Red River Redevelopment Authority, dated September 1m 2010, recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch steel rod (control monument), capped MTG 101011-00, found for a corner, being the Southeast corner of that certain tract of land described as Tract 1 (Area V), with 646.998 acres in the deed from TexAmericas Center to TAC East Holdings Company No. 1, dated July 28, 2015, recorded in Document No. 2015-8269 of the Real Property Records of Bowie County, Texas;

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THENCE North 45 degrees 06 minutes 55 seconds West a distance of 123.16 feet along the North line of the said 646.998 acre tract to a 1/2 inch steel rod, capped MTG 101011-00, found for a corner, being an angle point in the North line of the said 646.998 acre tract;

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THENCE South 14 degrees 02 minutes 46 seconds West a distance of 1314.88 feet across the said Tract 8 to the point of Beginning and containing 1.808 acres of land at the time of this survey.

Reservations from and Exceptions to Conveyance and Warranty:

1. Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

2. Easements, restrictions, and covenants, to the extent they apply to the Property, as set forth in that certain Deed Without Warranty dated September 1, 2010, from the United States of America to Red River Redevelopment Authority and recorded in Volume 5898 at Page 1 of the Real Property Records of Bowie County, Texas.

3. **Exceptions and Reservations Generally Applicable to TexAmericas Center East Campus:**

A. This conveyance is made subject to, and Grantee agrees to be bound by, all exceptions, covenants, restrictions, and reservations by the United States of America, acting by and through the Secretary of the Army (“Army”), in that certain Deed Without Warranty dated the 1st day of September, 2010, and recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas, (the Deed Without Warranty) to the extent said matters affect the Property, including but not limited to the following:

1. Reservation of rights and easements for (a) access; (b) electric, telephone, and other utility service; (c) water, sanitary sewer, industrial wastewater, gas, and storm sewer service; (d) railroad rights-of-way; and (e) line of site clear zone, as set forth in said Deed Without Warranty.
2. CERCLA Covenants and CERCLA Notice as set forth in said Deed Without Warranty.
3. Land Use Restrictions, Residential Use Restriction and Groundwater Restriction and enforcement rights as set forth in Exhibit B, Paragraph 2 of said Deed Without Warranty.
4. Notice of the Presence of Lead-Based Paint and Covenant Against the Use of the Property for Residential Purposes set forth in Paragraph 4, Exhibit B, in said Deed Without Warranty.
5. Notice of the Presence of Asbestos and Covenant as set forth in Exhibit B, Paragraph 3 of said Deed Without Warranty.
6. Notice of the Potential Presence of Munitions and Explosives of Concern (MEC) and Covenant set forth in Exhibit B, Paragraph 6 of said Deed Without Warranty.

B. Grantee purchases the Property “AS IS – WHERE IS.” Grantee acknowledges that the Property may not currently be fit for occupancy pursuant to applicable building codes, may not be in compliance with the American with Disabilities Act, or the applicable state law and regulations, and may contain lead-based paint and friable and non-friable asbestos or asbestos-containing materials. The Property is conveyed “AS IS – WHERE IS” without any representations, warranties, or guaranties as to quantity, quality, character, condition, size or kind, or that the Property is in a condition or fit to be used for the purpose for which it is intended, and the conveyance will be without any obligation on the part of the Grantor to make any alterations, repairs, or additions to the Property.

C. Grantee acknowledges and agrees that the Property has been a part of Lone Star Army Ammunition Plant, an installation of the United States of America, Department of the Army, and, as such is conveyed to Grantee, subject to such additional easements, covenants and restrictions as may be referred to and contained in the Memorandum of Agreement and Deed transferring title from the Army to Grantor, or its predecessors in title, including but not limited to, such easements, covenants and restrictions allowing the United States and its agents, employees and contractors access to and over the Property as may be necessary for any investigation, response, or corrective action pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601 et seq. (CERCLA) or any other environmental statute, rule or regulation.

D. Grantee agrees to be bound by, comply with and enforce where required the covenants, restrictions and requirements of the Deed Without Warranty as they relate to and are enforceable against the Property described in this Special Warranty Deed. Grantee acknowledges that said covenants, restrictions and requirements run with the land and are enforceable against Grantee, its heirs, successors and assigns. Grantee for itself, its heirs, successors and assigns covenants that it will include and make binding the terms of the covenants, restrictions, and requirements of the Deed Without Warranty in all subsequent transfers, leases, or conveyance documents that include the Property.

E. Grantee agrees to indemnify and hold harmless the U.S.A. Department of the Army, TexAmericas Center, their officers, agents and employees from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorney's fees arising out of, or in any manner predicated upon personal injury, death or property damage resulting from, related to, caused by or arising out of Grantee's, or Grantee's heirs, successors or assigns having violated the covenants, restrictions and/or requirements set forth in Deed Without Warranty and/or this Special Warranty Deed.

F. Grantor reserves for itself, its successors and assigns forever all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

Grantee is taking the Property in an arm's length agreement between the parties. The consideration was bargained on the basis of an "AS IS, WHERE IS" transaction and reflects the agreement of the parties that there are no representations or express or implied warranties except for the warranty of title stated in this deed.

The Property is being conveyed to Grantee in an "AS IS, WHERE IS" condition, with all faults. Grantor makes no warranty of condition, merchantability, or suitability or fitness for a particular purpose with respect to the fixtures and personal property. All warranties except for the warranty of title stated in this deed are disclaimed.

Grantee acknowledges and agrees that Grantee is relying solely on Grantee's examination of the Property. Grantee is not relying on any information or disclosures provided by Grantor.

When the context requires, singular nouns and pronouns include the plural.

TEXAMERICAS CENTER

By: _____

Scott Norton
Executive Director/CEO

Grantees Address:

107 Chapel Lane
New Boston, Texas 75570

STATE OF TEXAS

COUNTY OF BOWIE

This instrument was acknowledged before me on the _____ day of August, 2020, by Scott Norton, Executive Director/CEO of TexAmericas Center on behalf of said political subdivision.

Notary Public, State of Texas

NOTICE TO PURCHASER OF PROPERTY

It is your responsibility to contact the County Tax Assessor or County Appraisal District to transfer the property to your name on the Tax Roll and to claim any and all exemptions to which you are legally entitled. The County Tax Assessor or County Appraisal District is ordinarily located at the County Courthouse