



**RESOLUTION NO. 20201208-01**

**A RESOLUTION APPROVING A LOAN FROM GUARANTY BANK AND TRUST FOR FINANCING OF THE CONSTRUCTION OF A WAREHOUSE BUILDING IN THE AMOUNT OF \$9,000,000.00; AUTHORIZING THE MORTGAGE OF THE PROPERTY ON WHICH THE WAREHOUSE BUILDING IS BEING CONSTRUCTED; AUTHORIZING A PLEDGE OF LEASE REVENUES AS ADDITIONAL SECURITY FOR THE LOAN; AND AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO CLOSE THE TRANSACTION**

**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**, TexAmericas Center has entered into a Contract with MW Builders, Inc. for the construction of a warehouse facility; and

**WHEREAS**, the staff of TexAmericas Center has investigated and negotiated terms for the permanent financing of the construction costs for the facility; and

**WHEREAS**, Guaranty Bank and Trust has provided a proposal for a loan in the amount of \$9,000,000.00 upon terms described in **Exhibit "A"** attached hereto; and

**WHEREAS**, the Board of Directors of TexAmericas Center finds that the Guaranty Bank and Trust proposal is the best proposal for the permanent financing of the warehouse facility, in that it provides a lower interest rate than other proposers and requires the least expense to TexAmericas Center in terms of closing costs;

**NOW, THEREFORE**, be it resolved that:

1. TexAmericas Center accept the loan proposal presented by Guaranty Bank and Trust in substantially the form presented in Exhibit "A" attached hereto;
2. That TexAmericas Center grant a Deed of Trust/Mortgage upon the real property described in **Exhibit "B"** attached hereto, which includes the property upon which the warehouse facility is being constructed; and

3. That TexAmericas Center grant a pledge of Lease Revenues as additional security for the loan as described in Exhibit "A"; and

4. That the Executive Director/CEO shall be and he is hereby authorized to negotiate the final terms and language of the loan documents within the perimeters set forth in Exhibit "A", and that he be and is hereby authorized to execute any and all documents necessary to close upon the loan transaction.

**PASSED and APPROVED this 8<sup>th</sup> day of December, 2020.**



\_\_\_\_\_  
**Jim Roberts, Chairman of the Board**

**ATTEST:**



\_\_\_\_\_  
**Denis Washington, Secretary**

Attached: Exhibit "A" - Guaranty Bank and Trust Loan Proposal  
Exhibit "B" – Real Property



12/03/2020

Dear TexAmericas Center (TAC),

Guaranty Bank & Trust is pleased to extend the following loan proposal.

**Loan amount:** \$9,000,000 for constructing a 148,000sqft spec building and any fees associated with the project either already incurred or to be incurred.

**Terms:** 6 month draw note @ 3.05% with interest due monthly. If needed an additional 6 months will be allowed to finish construction of the building. All draws will be done at customer's request. The loan will then convert to a 10/1 ARM. The rate will be fixed for 10 years @ 3.05% on a 20 year fully amortized loan with semi-annual payments. The ceiling after the 10 year fix period is 4.25% with a margin of WSJP less (-).75BP% with a 3.15% floor.

**Collateral:** Pledged & dedicated non-restricted income from TAC, assignment of rents & leases of current lease contracts.

**Abundance of Caution:** A first lien deed of trust (FLDT) will be filed on the subject spec building. There will be no Title policy, no draw inspections, etc... a lien search will be performed to perfect the FLDT, based on the current survey. Property to be insured.

**Bank Fees:** The bank will pay up to \$25,000 of closing fees associated with this loan. In past-experience a loan of this type will have fees between \$5,000-\$6,000.

**Loan Covenants:**

1. Global DSCR 1.25x starting with financials of FYE 2022.
2. Project DSCR on assigned leases of 2.00x. This will result in approximately \$1.2 million in rental income, to be reviewed annually.
3. Maintain minimum liquidity of \$5,000,000.
4. Any additional borrowings of \$1,000,000 or greater excluding the existing \$1,500,000 line of credit will require prior approval.

**Revenue Clause:** Attorney prepared docs will use the current revenue clause currently found in the existing line of credit between Guaranty Bank & Trust and TexAmericas at this time.

**Loan Documentation:** This loan is subject to typical documentation for this type of request.



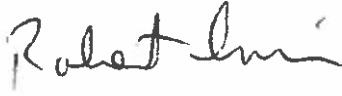
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[www.gnty.com](http://www.gnty.com)

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**Loan Participation:** In the interest of unity of community we will talk to a few local banks in the possibility of participating in this loan.

Sincerely,

A handwritten signature in cursive script that reads "Robert Irwin". The signature is written in dark ink and is positioned below the word "Sincerely,".

**Robert Irwin**  
**Bowie County Chairman**

## Exhibit B

Property Description  
Duke West I  
9.496 Acres  
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the Charles Lewis Headright Survey, Abstract No. 338, Bowie County, Texas, being a part of that certain tract of land described as Tract 2 being 649.335 acres in the deed from the United States of America to Red River Redevelopment Authority, now known as TexAmericas Center, dated September 1, 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 2-inch aluminum disk found for a corner (control monument), stamped SAM, on inside ell corner of the said 649.335 acre tract and on outside ell corner in the South right-of-way line of the Texas and Pacific Railway Company Railroad (T&PRR);

THENCE South 03 degrees, 44 minutes, 25 seconds East, departing the said South line of the T&PRR, a distance of 1667.24 feet to a point in the North line of a certain tract of land identified as Tract 20 and described in said deed recorded in Volume 5898, Page 1;

THENCE North 86 degrees, 39 minutes, 55 seconds East, along the North line of said Tract 20, a distance of 593.88 feet to the POINT OF BEGINNING;

THENCE North 47 degrees, 08 minutes, 22 seconds West, departing the said North line of Tract 20, a distance of 34.61 feet to a point for corner;

THENCE North 00 degrees, 56 minutes, 40 Seconds West, a distance of 766.26 feet to the beginning of a circular curve to the right whose center bears North 89 degrees, 03 minutes, 20 seconds East a distance of 249.99 feet from said point;

THENCE in a northerly direction along said curve to the right, through a central angle of 16 degrees, 17 minutes, 41 seconds, an arc distance of 71.10 feet (Chord bearing North 7 degrees, 12 minutes, 11 seconds East, Chord Distance 70.86 feet) to a point for corner;

THENCE North 89 degrees, 27 minutes, 19 seconds East, a distance of 477.47 feet to a point for corner;

THENCE South 00 degrees, 56 minutes, 40 seconds East, a distance of 837.72 feet to a point for corner in the said North line of Tract 20;

THENCE South 86 degrees, 39 minutes, 55 seconds West, along the said North line of Tract 20, a distance of 462.92 feet to the POINT OF BEGINNING;

CONTAINING 413,634.66 square feet or 9.496 acres of land, more or less.

The bearings are based on Texas Coordinate System of 1983, North Central Zone, NAD83, with a bearing of North 84 degrees 08 minutes 38 seconds East.