



**RESOLUTION NO. 20241022-01**

**A RESOLUTION APPROVING THE EXECUTION BY THE EXECUTIVE DIRECTOR/CEO OF  
A SIXTH AMENDMENT TO THE REAL ESTATE CONTRACT BY AND BETWEEN  
TEXAMERICAS CENTER AND BRAVEN ENVIRONMENTAL-TEXARKANA I, LLC FOR THE  
SALE OF APPROXIMATELY 74.864 ACRES; AND ESTABLISHING AN EFFECTIVE DATE**

**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 and Braven Environmental-Texarkana I, LLC have entered into a Real Estate Contract for the sale/purchase of a tract containing 74.142 acres; and

**WHEREAS**, TexAmericas Center and Braven Environment-Texarkana I, LLC have negotiated the terms of a Sixth Amendment to said Real Estate Contract whereby certain dates for compliance with the terms of the Contract and Closing are extended; and

**WHEREAS**, the Board of Directors of TexAmericas Center finds that it is in the best interest of TexAmericas Center for the development of the TAC East Campus and to facilitate the creation of jobs available to the citizens of Bowie County, Texas, that said Sixth Amendment be approved and entered into with Braven Environmental -Texarkana I, LLC;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of TexAmericas Center as follows:

1. That TexAmericas Center hereby approves the Sixth Amendment to the Real Estate Contract by and between TexAmericas Center and Braven Environmental-Texarkana I, LLC, in substantially the form attached hereto as Exhibit "A"; and
2. That Scott Norton, Executive Director/CEO shall be and he is hereby authorized to execute said Sixth Amendment on behalf of TexAmericas Center.
3. This Resolution shall be effective upon the date of its passage.

**PASSED and APPROVED** this 22<sup>nd</sup> day of October, 2024.

A handwritten signature in blue ink, appearing to read "Jim Roberts", is written over a horizontal line.

**Jim Roberts, Chairman of the Board**

**ATTEST:**

A handwritten signature in blue ink, appearing to read "Justin Powell", is written over a horizontal line.

**Justin Powell, Secretary**

**ATTACHMENT: EXHIBIT "A"-SIXTH AMENDMENT**

**SIXTH AMENDMENT TO CONTRACT  
CONCERNING THAT CERTAIN TRACT  
IN THE TAC EAST INDUSTRIAL PARK**

Recitals

**WHEREAS**, on or about January 30, 2023, TexAmericas Center as Seller, and Braven Environmental-Texarkana I, LLC as Purchaser, entered into a Real Estate Contract for the sale/purchase of a tract contemplated to be approximately 74.564 acres (the “Original Contract”); and

**WHEREAS**, on or about June 27, 2023, the parties amended the Original Contract by an Amendment (the “First Amendment”); and

**WHEREAS**, on or about December 1, 2023, the parties amended the Contract by a Second Amendment (the “Second Amendment”); and

**WHEREAS**, on or about the April 4, 2024, the parties amended the Contract by a Third Amendment (the “Third Amendment”); and

**WHEREAS**, on or about the May 29, 2024, the parties amended the Contract by a Fourth Amendment (the “Fourth Amendment”); and

**WHEREAS**, on or about the July 23, 2024, the parties amended the Contract by a Fifth Amendment (the “Fifth Amendment”, together with the Original Contract, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment being the “Contract”); and

**WHEREAS**, the parties desire to further amend the Contract to change several of the dates for specified actions under the Contract and amend certain other provisions.

**NOW, THEREFORE**, Seller and Purchaser amend the Contract as follows:

1. The Acceptability of Financing and Governmental Incentives contingency as provided in Section 3.02 of the Contract is hereby amended to end on April 30, 2025.
2. The Inspection and Feasibility Studies Period described in Section 3.03 of the Contract is extended to end on March 17, 2025.
3. Purchaser and Seller are in the process of reviewing and having the Survey further modified, including the location of the property boundary and easements to be granted to Purchaser as provided in the Contract. The date for Purchaser’s review and approval of the Survey and notifying Seller of any final comments or objections is extended until February 28, 2025 (“Purchaser Final Objection Date”). The date for Seller’s eliminating or modifying any portions of the Survey of which Purchaser notifies Seller by the Purchaser Final Objection Date are unacceptable to Purchaser is extended to March 20, 2025. In the event Seller is unable to provide a final Survey acceptable to Purchaser, Purchaser may

elect to terminate the Contract by giving written notice to Seller on or before March 31, 2025.

4. The deadlines for Purchaser's review and objection conditions or title and other exceptions as set forth in the title binder, and Seller's addressing the same as set forth in Section 3.04 of the Contract are extended to end on the same dates as for the Survey review and approval set forth in the preceding paragraph of this Second Amendment.
5. The final Closing Date as set forth in Article VI shall be April 30, 2025. Purchaser may elect to schedule Closing for such earlier date after the end of the Inspection Period as to which Purchaser provides Seller no less than ten (10) business days' prior notice.
6. The terms of the Contract, as amended by the provisions of this Sixth Amendment, shall be and are hereby ratified and confirmed by the parties. In the event of any inconsistency or conflict between this Sixth Amendment and the Contract, the provisions of this Sixth Amendment shall control.

**SELLER:**

**TEXAMERICAS CENTER**

By: Scott Norton  
Scott Norton, Executive Director

Date: October \_\_, 2024

Signature: Scott Norton  
Scott Norton (Oct 23, 2024 11:20 CDT)

Email: scott.norton@texamericascenter.com

**PURCHASER:**

**BRAVEN ENVIRONMENTAL-  
TEXARKANA I, LLC**

By: James J. Simon  
Name: James J. Simon  
Title: President & Chief Executive Officer  
Date: October \_\_, 2024

Signature: James J. Simon  
James J. Simon (Oct 23, 2024 10:19 CDT)

Email: jsimon@bravenenvironmental.com