

NOTICE OF MEETING

JUNE 22, 2021– 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

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

AGENDA

1. Call to Order.
2. Roll Call of Directors.
3. Public Comment Period for Non-Agenda Items. Comments are limited to five minutes.
4. Public Comment Period for Agenda Items. Comments are limited to five minutes.
5. Consider and Take Action on:
 - A. Nomination of Officers of the Board of Directors.
 - B. Election of Officers of the Board of Directors.
 - C. Appointment of Officers of the Company.
 - D. Approve Minutes from May 25, 2021 Board Meeting.
6. **Resolution #20210622-01 TAC East Holdings Company No. 1, a Texas non-profit corporation** – ratifying the termination of lease agreement with C.J. Tex-Corp, L.L.C. for Igloo Bunkers located in Area V on Orange Street, Hooks, Texas.
7. **Resolution #20210622-02 TAC East Holdings Company No. 1, a Texas non-profit corporation** – authorizing the President of TAC East Holdings Company No. 1 to execute a contract for depository services with Guaranty Bank & Trust.
8. Adjournment.

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

**MEETING MINUTES
MAY 25, 2021**

MAY 25, 2021– 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

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 12:53 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	Ben King	Jimmy Howell
William Scott Norton	Wes Jordan	Marla Byrd
Jim Roberts	John Moran	
3. Denis Washington called for Public Comments for Non-Agenda Items. Comments are limited to five minutes. None noted.
4. Denis Washington called for Public Comments for Agenda Items. Comments are limited to five minutes. None noted.
5. Considered and Took Action on:
 - A. Approved Minutes from April 27, 2021 Board Meeting. A motion was made by Ben King and seconded by Jimmy Howell. The motion carried unanimously by voice vote.

- B. **Resolution #20210525-01 authorizing the President of TAC East Holdings Company No. 1., a Texas non-profit corporation**, to execute Amendment No. 3 to the industrial lease agreement with C J Tex-Corp L.L.C. for Bldgs. F-1, F-15, and F-18 and about 191.36 acres on the F-line. **This item was tabled. NO ACTION TAKEN.**

- C. **Resolution #20210525-02 TAC East Holdings Company No. 1., a Texas non-profit corporation** – adopting and imposing Land Use and Design Policy upon Property owned by TAC East Holdings Company No. 1. A motion was made by Jimmy Howell and seconded by Ben King. The motion carried unanimously by voice vote.

- D. **Resolution #20210525-03 TAC East Holdings Company No. 1., A Texas non-profit corporation**-authorizing the sale of property known as G-Line to Expansion Industries, LLC. A motion was made by Ben King and seconded by Jimmy Howell. The motion carried unanimously by voice vote.

With no other business to discuss, a motion was made by Ben King and seconded by Jimmy Howell to adjourn the meeting at 12:56 p.m. The motion carried unanimously by voice vote.

The above and foregoing minutes of the TAC EAST HOLDINGS COMPANY NO. 1 Board of Directors meeting, May 25, 2021 were read and approved on June 22, 2021.

Ben King, Secretary

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

RESOLUTION NO. 20210622-01

**A RESOLUTION AUTHORIZING AND RATIFYING THE PRESIDENT'S EXECUTION OF A
TERMINATION OF LEASE WITH CJ TEX-CORP, L.L.C FOR IGLOO BUNKERS LOCATED
IN AREA V ON ORANGE STREET, HOOKS, TX.**

WHEREAS, TAC EAST HOLDINGS COMPANY NO. 1 is a Texas Non-Profit Corporation; and

WHEREAS, TAC EAST HOLDINGS COMPANY NO. 1 and CJ Tex-Corp, L.L.C. had a discussion regarding the Bunker-Igloo-Magazine Lease Agreement, located on the East Campus of the TAC Industrial Park in Area V at bunker #'s 10, 20, 30 and 40 Orange Street and total acreage of approximately 26.358; and

WHEREAS, the parties have reached agreement with regard to Termination of the Bunker Lease which have been executed by both parties; and

WHEREAS, the Board of Directors deems it appropriate and in the best interest of TAC EAST HOLDINGS COMPANY NO. 1 to ratify the execution of the Termination of Bunkers Lease.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of TAC EAST HOLDINGS COMPANY NO. 1 ratifies the execution of the Termination of Bunker Lease by and between CJ Tex-Corp, L.L.C. and TAC EAST HOLDINGS COMPANY NO. 1.

PASSED AND APPROVED THIS 22nd day of June, 2021.

Denis R. Washington, Chairman of the Board

ATTEST:

Ben King, Secretary of the Board

TAC East Holdings Company No. 1
A Texas Non-Profit Organization

Termination of Lease

Date: Thursday, May 27, 2021

Lease

Executed Date: March 27, 2018

Landlord: TAC East Holdings Company No. 1

Tenant: CJ Tex-Corp, L.L.C.

Premises

Name of building:

Igloo Bunkers, each approximately 1.648sf, No. #10, #20, #30, and #40, located in Area V, on Orange Street, Hooks, Texas, together with the safety arc areas and total acreage of approximately 26.358, as depicted upon Exhibit "A" attached hereto.

Lease Commencement Date: April 1, 2018

Lease Termination Date: March 31, 2028

Effective Termination Date: May 31, 2021

Consideration:

1. Landlord and Tenant ratify the Lease.
2. Landlord acknowledges receiving from Tenant the following consideration for early termination of the Lease;

 X \$10.00, or

3. The Lease is terminated as of the Effective Termination Date and Tenant agrees to surrender the Premises by that date in accordance with the terms of the Lease.

4. Tenant remains responsible and liable for all requirements under the Lease arising prior to the Effective Termination Date.

5. The person executing this document on behalf of Tenant represents that he/she has been duly authorized by the Tenant to execute the same and it is fully binding on Tenant.

THE UNDERSIGNED LANDLORD AND TENANT EXECUTE THIS AGREEMENT ON THE 2nd DAY OF June, 2021.

TAC EAST HOLDINGS COMPANY NO. 1

By: William Scott Norton
William Scott Norton, President

CJ TEX CORP. L.L.C.

By: Bob Hickingbottom
Bob Hickingbottom, President

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

RESOLUTION NO. 20210622-02

**A CONTRACT FOR DEPOSITORY BANKING SERVICES WITH GUARANTY BANK &
TRUST**

WHEREAS, TAC EAST HOLDINGS COMPANY NO. 1 is a Texas Non-Profit Corporation; and

WHEREAS, TAC East Holdings Company No.1 has completed the formal request for proposal process for a Primary Depository; and

WHEREAS, Guaranty Bank & Trust has submitted a proposal and meets all requirements to be qualified as the Primary Depository for TAC East Holdings Company No. 1; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TAC EAST HOLDINGS COMPANY NO. 1 that the President of TAC East Holdings Company No. 1 is hereby authorized to negotiate and execute a contract with Guaranty Bank & Trust for primary depository bank services; and to execute all other agreements necessary to establish the full depository services relationship.

PASSED AND APPROVED THIS 22nd day of June, 2021.

Denis R. Washington, Chairman of the Board

ATTEST:

Ben King, Secretary

TAC EAST HOLDINGS COMPANY NO. 1

DEPOSITORY BANK SERVICES AGREEMENT

THIS DEPOSITORY BANK SERVICES AGREEMENT hereinafter called the “Agreement”, is made and entered into on the date last herein written by and between TAC East Holdings Company No. 1, hereinafter called the “TAC EAST”, and Guaranty Bank & Trust, N.A. a banking association, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called the "Bank", and provides as follows:

1. **Designation of Depository.** The TAC EAST, through action of the Board of Directors, on June 22, 2021, hereby designates Bank as a primary depository bank for the period beginning October 1, 2021 and **continuing** through September 30, 2024. At the option of the TAC EAST the contract may be extended for two (2) one-year periods under the same terms and conditions.

2. **General.** The Bank shall faithfully perform all of its duties and obligations required by the laws of the State of Texas for public funds depositories and shall upon presentation pay all checks drawn on it against collected funds on demand deposits, and shall at the expiration of the Agreement, turn over to its successor, all funds, TAC EAST-owned securities, property and things of value held as depository. All services rendered to TAC EAST by Bank under this Agreement shall be performed in accordance with accepted commercial banking standards for public fund organizations and under the overall direction and instructions of TAC EAST pursuant to Bank’s standard operations, policies, and procedures.

3. **Scope of Services.** Bank agrees to provide those services as described in the TAC EAST Request for Application for Depository Bank Services released on March 3, 2021 hereinafter referred to as the “RFA”. The RFA and Bank’s response to the RFA, hereinafter referred to as the “Application”, are incorporated herein by reference. Bank acknowledges that all services performed by Bank are subject to the approval of TAC EAST. If any provisions of the RFA, the Bank’s response to the RFA or this agreement are in conflict, this Agreement, the RFA and the Bank’s response to the RFA will control in that order.

4. **TAC EAST Representatives.** During the term of this Agreement, TAC EAST will, through appropriate action of its Board of Directors, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of the TAC EAST in any and all matters of every kind arising under this Agreement and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of TAC EAST in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.

5. **Custodian.** The TAC EAST and Bank, by execution of this Agreement, hereby designate Federal Home Loan Bank – Dallas as custodian, hereinafter called “Custodian”, to hold in trust, according to the terms and conditions of this Agreement, the collateral described and pledged by Bank in accordance with the provisions of this Agreement.

6. **Custodian Fees.** Any and all fees associated with Custodian’s holding of collateral for the benefit of TAC EAST will be paid by Bank and the TAC EAST will have no liability therefore.

7. **Entire Agreement.** The entire agreement between Bank and the TAC EAST shall consist of this Agreement, TAC EAST’s RFA (except to the extent Bank took specific exceptions in the Bank’s Application), Bank’s Application, the Custodial Agreement with Custodian, and other such bank service

agreements, policies and documents as may be required and approved by the parties (together, the “Banking Agreements”), each incorporated by reference as they presently exist and each listed in governing order of precedence in the event of conflict among the documents. This Agreement supersedes any and all prior representations, statements, and agreements, whether written or oral. The terms and provisions of this Agreement may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

8. **Collateralization.** All funds on deposit with Bank to the credit of the TAC EAST shall be secured by collateral as provided for in the Public Funds Investment Act (Chapter 2256 of the Texas Government Code as amended), the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), TAC EAST’s Investment Policy, and Bank’s Application.

If marketable securities are pledged, the total market value of the securities securing such deposits will be in an amount at least equal to the minimum required amount as per the TAC EAST’s Investment Policy. The market value of any pledged securities (collateral) will be obtained from non-Bank-affiliated sources. Bank will monitor and maintain the required collateral margins and levels at all times.

Bank has heretofore, or will immediately hereafter, deliver to Custodian collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of the TAC EAST deposited with Bank. Custodian will accept said collateral and hold the same in trust for the purposes herein stated. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by Custodian in trust so long as deposits of the TAC EAST remain with Bank. Bank hereby grants a security interest in such collateral to the TAC EAST.

If at any time the collateral in the hands of Custodian shall have a market value in excess of the required balances, the TAC EAST may authorize the withdrawal of a specified amount of collateral, and Custodian shall deliver this amount of collateral (and no more) to Bank.

If surety bonds or letters of credit are utilized, the TAC EAST shall agree as to the issuer and form of contract prior to the pledge. The amount of surety bonds or letters of credit will be at least equal to the minimum required amount as per TAC EAST’s Investment Policy. The termination or expiration of any surety bond or letter of credit shall be a minimum of two (2) business days after the TAC EAST anticipates withdrawing the secured deposit.

9. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party’s successors and assigns.

10. **Non-Assignability.** This agreement is not assignable in whole or in part.

11. **Compensation.** the TAC EAST and Bank agree that any compensation for the performance of all duties and services is set forth in the Application accepted by the TAC EAST. Except as may otherwise be provided in the Banking Agreements, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the Banking Agreements.

12. **Consideration.** The Banking Agreements are executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

13. **Counterparts.** The Banking Agreements may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

14. **Authority to Execute.** The individuals executing the Banking Agreements on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing the Banking Agreements to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute the Banking Agreements in order for the same to be authorized and binding on the party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so.

15. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Bowie County will be the venue for any lawsuit arising out of this Agreement.

16. **Notices.** Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Agreement shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

Bank: Robert Irwin, Bowie County Chairman
Guaranty Bank & Trust, N.A.
2202 Saint Michael Drive
Texarkana, Texas 75503

TAC EAST: William Scott Norton, President
TAC East Holdings Company No. 1
107 Chapel Lane
New Boston, Texas 75570

Changes to notice information may be made by either party with written notification to the other party.

17. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

18. **Binding Commitment.** Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Government Code and Texas Local Government Code, such that all funds deposited with it as depository shall be faithfully kept by it and accounted for according to law.

19. **Continuation.** Unless this Agreement is terminated sooner, Bank's designation as the primary TAC EAST Depository will remain continuously in effect through September 30, 2024.

20. **Termination.** This Agreement may be terminated by either the TAC EAST or the Bank, for any reason or no reason, by giving ninety (90) days prior written notice to the other party. Notices will be delivered as required and addressed in paragraph 16.

21. **Default.** Should the Bank (a) fail at any time to pay and satisfy, when due, any check, draft, voucher, wire, or ACH transfer lawfully drawn against any deposit and the interest on such deposits, the TAC EAST shall give written notice of such failure or breach to the Bank, and the Bank shall have one (1)

business day to cure such failure or breach, or (b) in any other manner breach its contract with the TAC EAST, the TAC EAST shall give written notice of such failure or breach to the Bank, and the Bank shall have twenty-one (21) days to cure such failure or breach. In the event the Bank shall fail to cure such failure or breach within such period, or should the Bank be declared insolvent by a Federal bank regulatory agency, it shall be the duty of the Custodian, upon demand of the TAC EAST, to surrender the above-described collateral to the TAC EAST; or it shall be the duty of the surety bond or letter of credit provider to perform under the terms of their respective contract. The TAC EAST may sell all or any part of such collateral, or receive all or any part of a surety bond or letter of credit settlement, and out of the proceeds thereof, pay the TAC EAST all damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, accounting to the Bank for the remainder, if any, of said proceeds or collateral remaining unsold. In exercising its rights in and to the collateral, or any part thereof, the TAC EAST must act in a commercially reasonable manner. Any sale of such collateral, or any part thereof, made by the TAC EAST hereunder may be either at public or private sale; provided, however, it shall give to both the Custodian and the Bank two (2) hour's notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefore for cash. The TAC EAST and the Bank shall have the right to bid at such sale.

22. **Bank Authorization.** The Bank represents and warrants that this Agreement is made pursuant to and is duly authorized by the Board of Directors of the Bank and recorded in the official records of the Bank.

Executed by the undersigned duly authorized officers of the parties hereto:

TAC EAST HOLDINGS COMPANY NO. 1

GUARANTY BANK & TRUST, N.A.

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

ATTEST:

ATTEST

By:

By:

Name:

Name:

Title:

Title:

SAFEKEEPING AGREEMENT FOR TAC East Holdings Company No. 1

This agreement is made and entered into on this 1 day of October 2021,
by and between TAC East Holdings Company No. 1 hereinafter referred
to as PUBLIC ENTITY, and Guaranty Bank & Trust, N.A.
hereinafter referred to as DEPOSITORY BANK and TIB The Independent BankersBank,
N.A. hereinafter referred to as CUSTODIAN BANK.

WITNESSETH:

WHEREAS, PUBLIC ENTITY and DEPOSITORY BANK have entered into a Depository Contract; and

WHEREAS, under the provisions of law and the Depository Contract the DEPOSITORY BANK must secure the deposits of the PUBLIC ENTITY by pledging investment securities to the PUBLIC ENTITY; and

WHEREAS, the securities pledged by DEPOSITORY BANK under the Depository Contract must be transferred to and held by a bank selected for such safekeeping thereof; and

WHEREAS, the PUBLIC ENTITY and DEPOSITORY BANK have mutually agreed and selected TIB-The Independent BankersBank as the Safekeeping Custodian Bank hereinafter referred to as CUSTODIAN BANK.

NOW, THEREFORE, the parties agree hereto as follows:

1. The DEPOSITORY BANK hereby places with CUSTODIAN BANK certain investment securities owned by the DEPOSITORY BANK which are pledged to the PUBLIC ENTITY as security for its deposits with the DEPOSITORY BANK.
2. In accordance with the Depository Contract, the DEPOSITORY BANK may from time to time place with the CUSTODIAN BANK additional securities pledged to the PUBLIC ENTITY. Whenever securities pledged to the PUBLIC ENTITY are pledged by the DEPOSITORY BANK with the CUSTODIAN BANK, the CUSTODIAN BANK shall issue original safekeeping receipts directly to the DEPOSITORY BANK. These securities will be surrendered only upon a release signed by proper officials of PUBLIC ENTITY and bearing the certificate of an officer of the DEPOSITORY BANK, to the effect that the persons signing are the proper authorized officials to sign release of securities held by CUSTODIAN BANK.
3. The DEPOSITORY BANK agrees to faithfully perform all of the duties it is responsible for under the account agreement and indemnifies the PUBLIC ENTITY against all loss, cost or expense, including reasonable attorney's fees, arising out of or relating to the failure to perform the duties imposed on it by this Safekeeping Agreement.
4. CUSTODIAN BANK agrees to faithfully perform all of the duties it is responsible for under the account agreement and indemnifies the PUBLIC ENTITY against gross negligence or willful misconduct.

5. DEPOSITORY BANK agrees to pay all costs or charges imposed by CUSTODIAN BANK for the performance of the services it provides under the terms of this Safekeeping Agreement.

6. In the event said DEPOSITORY BANK shall at any time default in the payments of any funds of PUBLIC ENTITY deposited with it, or should default in the performance of any obligation upon it by the law of the depository of said PUBLIC ENTITY, then the CUSTODIAN BANK, at the request of PUBLIC ENTITY, shall sell for the account of PUBLIC ENTITY securities deposited with it to make good such default, and shall deliver the proceeds of such sale in the amount of said default to PUBLIC ENTITY.

7. Any suit arising out of or in any way connected with this Agreement shall be brought in a court of proper jurisdiction in Bowie County, Texas.

EXECUTED on this 9 day of June, 2021.

Guaranty Bank & Trust, N.A.

Depository Bank

Robert Irwin, Bowie County Chairman

Printed Name and Title

Signature

TAC East Holdings Company No. 1

Public Entity

Printed Name and Title

Signature

TIB The Independent Bankers Bank, N.A.

Custodian Bank

Printed Name and Title

Signature