

**NOTICE OF PUBLIC MEETING**



**JUNE 22, 2021 AT 12:00 P.M.**

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

The Board of Directors of TexAmericas Center will meet to conduct business at the above date, time and location.

**AGENDA**

1. Reflection.
2. Call to Order.
3. Swear in New Directors.
4. Roll Call of Directors.
5. Public Comment Period for Non-Agenda Items. Comments are limited to five minutes.
6. Public Comment Period for Agenda Items. Comments are limited to five minutes.
7. Hear Nomination of Officers of the Board of Directors from Nominating Committee.
8. Election of Officers.
9. Consider and take action on Committee Appointments for 2021-2022.
10. Hear and discuss reports from the standing Committees of TexAmericas Center. Committees that met since the last board meeting are: None
11. Consent Agenda:
  - a. Approve Minutes of Board Meeting from May 25, 2021
  - b. Approve Check Book Register and Deposit Summary from May 20, 2021 – June 16, 2021.
12. Report regarding regional water.

13. Consider and take action upon **Resolution #20210622-01 approving and adopting the Restated Regulations (commonly referred to as By Laws) for the Operations of TexAmericas Center.**
14. Consider and take action upon **Resolution #20210622-02 authorizing the Executive Director/CEO execute or amend contracts for the purchase of cyber risk liability insurance with Conner and Duffer through Travelers or its affiliates to cover related aspects of TexAmericas Center operations in the amount not to exceed \$2,139.00.**
15. Consider and take action upon **Resolution #20210622-03 authorizing the Executive Director/CEO to execute a hunting license agreement for hunting areas number one through nine.**
16. Consider and take action upon **Resolution #20210622-04 authorizing the Executive Director/CEO to execute a contract for depository services with Guaranty Bank & Trust.**
17. Consider and take action upon **Resolution #20210622-05 authorizing the Executive Director/CEO to execute a change order for wetlands delineation on TAC-East, TAC-West and TAC-Central Properties with Cardno, Inc.**
18. Consider and take action to appoint directors for TAC East Holdings Company No. 1.
19. Staff Reports:
  - a. Executive Director/CEO Report
  - b. Executive Vice President/CEDO Report
  - c. Executive Vice President/COO Report
  - d. Vice President of Logistics Report
  - e. Vice President of Finance Report
20. Adjourn to Executive Session pursuant to the following Sections:
  - a. Section 551.071 of the Texas Government Code; Consultation with attorney regarding legal issues relating to pending or contemplated litigation.
  - b. Section 551.072 of the Texas Government Code; Deliberation of the purchase, exchange, lease, or value of real property.
  - c. Section 551.074 of the Texas Government Code; Personnel Matters.
  - d. Section 551.087 of the Texas Government Code; Deliberation regarding Economic Development Negotiations.
21. Reconvene in Open Session.
22. Consider and take action upon **Resolution #20210622-06 authorizing the Executive Director/CEO to execute a new lease agreement with Cherokee Nation Aerospace and Defense (CNAD) for office space at 342 Texas Avenue, New Boston, TX 75570, upon the TexAmericas Center Central Campus.**
23. Consider and take action upon **Resolution #20210622-07 authorizing the Executive Director/CEO to execute a new lease agreement with MTP Drivetrain Services, LLC for industrial space at 150 and 152 Service Street, New Boston, TX 75570, upon the TexAmericas Center Central Campus.**
24. Adjournment.



# 2020 – 2021 Committees

## **Environmental Committee** Oversight on Regulatory Compliance, Risk, Hunting and Forestry Management

Justin Powell - Chair	Jim Roberts	Jimmy Howell
*Scott Norton-ED/CEO	*Jeff Whitten-EVP/COO	*Marla Byrd

## **Infrastructure/Real Estate Marketing Committee** Oversight, review and recommendations relating to all infrastructure needs of the properties of the organization and its related entities including but not limited to roads, bridges, railroads and utility service easements. Committee shall also oversee all real estate marketing activities, facilities master planning and personal property disposal.

Ron Collins - Chair	Marc Reiter	Steve Mayo	Jimmy Howell
Fred Norton	*Scott Norton-ED/CEO	*Eric Voyles-EVP/CEDO	*Marla Byrd
*Jeff Whitten– EVP/COO	*John Sesler-VP Logistics	David Williams – MTG Engineers & Surveyors	

## **Investment/Finance Committee** Oversight on Financial affairs for the organization

Gabe Tarr - Chair	Denis Washington	Ben King	Tim Ketchum
Kevin Avery	Fred Meisenheimer		
*Scott Norton-ED/CEO (voting member for Investment)		*John Moran – VP of Finance (voting member for Investment)	
*Marla Byrd	*John Moran-VP of Finance	Troy Lemons – Holliday, Lemons and Cox- (voting member for Investment)	

## **Executive/Administrative/Personnel Committee** Oversight on Regulations (By Laws), Personnel and Administrative processes

Jim Roberts- Chairman	Ben King-Vice Chairman	Denis Washington - Secretary	Gabe Tarr-Treasurer
*Scott Norton-ED/CEO	*Marla Byrd	Wes Jordan – Legal Counsel	

\*TexAmericas Center Staff

TEXAMERICAS CENTER  
COMMITTEE SELECTION FORM

By indicating in the blank(s) below, I am designating in (numerical) preferential order, the Committee(s) upon which I wish to serve for the upcoming **2021 -2022** term. If you do not want to serve on a particular committee in the order, just leave it blank and that will let me know you have no interest in that Committee. If do not wish to serve at all, please mark item D.

\_\_\_\_\_ A. INVESTMENT/FINANCE COMMITTEE: Shall be responsible for regularly reviewing the financial affairs of the organization, including but not limited to reviewing and recommending to the Board of Directors, actions relating to Quarterly Financial Reports, Quarterly Investment Reports, Investment of Funds, Annual Audit, Quarterly Scrap and Timber Sales, Collateralization of Deposits, and other financial matters. The Treasurer shall serve as Chairman of the Committee. Other members of the committee shall be appointed pursuant to Section 7.01 of the Restated Regulations of TexAmericas Center.

\_\_\_\_\_ B. INFRASTRUCTURE/REAL ESTATE COMMITTEE: Shall be responsible for oversight, review and recommendations relating to all infrastructure needs of the properties of the organization and its related entities including but not limited to roads, bridges, railroads and utility services and easements. The Committee shall also oversee all real estate marketing activities, facilities master planning and personal property disposal. Members of the Committee shall be appointed pursuant to Section 7.01 of the Restated Regulations of TexAmericas Center.

\_\_\_\_\_ C. ENVIRONMENTAL COMMITTEE: Shall be responsible for oversight, review and recommendations regarding environmental regulatory compliance, risk management, forestry management and hunting programs and policies. Members of the Committee shall be appointed pursuant to Section 7.01 of the Restated Regulations of TexAmericas Center.

\_\_\_\_\_ D. I DO NOT WISH TO SERVE ON A COMMITTEE AT THIS TIME.

\_\_\_\_\_  
Name

Please complete form, sign and return to Marla Byrd.





## MINUTES

The Board of Directors of TexAmericas Center met to conduct business at 11 Chapel Lane, Suite B, New Boston, TX via conference call on May 25, 2021.

1. The Reflection was led by Scott Norton.
2. Jim Roberts, Chairman of the Board, called for a roll call of board member attendance to ensure a quorum before calling the meeting to order. A quorum was present and Jim Roberts called the meeting to order at 12:06 p.m., certifying that the meeting was properly posted, being held in accordance with the Texas Open Meetings Act and that a quorum was present.

3. **Directors in Attendance by roll call were:**

Jimmy Howell	Ron Collins	Jim Roberts	Steven Seals
Ben King	Justin Powell	Denis Washington	Fred Meisenheimer

**Directors Absent by roll call were:**

Craig McDuffie	Marc Reiter	Steve Mayo	Tim Ketchum
Gabe Tarr	Kevin Avery	Fred Norton	

**Staff and Others in Attendance by roll call were:**

Scott Norton	Marla Byrd	Jeff Whitten	John Sesler
John Moran	Wes Jordan Jordan Law Firm	Kyle Dooley Riverbend WRD	James Carlow Visitor

4. Jim Roberts called for Public Comments for Non-Agenda Items. Comments are limited to five minutes. None noted.
5. Jim Roberts called for Public Comments for Agenda Items. Comments are limited to five minutes. None noted.
6. Jim Roberts called for reports from the standing Committees of TexAmericas Center. Committees that met since the last board meeting were:
  - a. Infrastructure/Real Estate/Marketing/Business Development
  - b. Nominating
  - c. Executive

There were no additional comments noted in addition to the minutes provided in the board packet.

7. A motion was made by Justin Powell and seconded by Ben King to approve the items listed under the Consent Agenda. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote. Those items were:
  - a. Approved Minutes of Board Meeting from April 27, 2021
  - b. Approved Check Book Register and Deposit Summary from April 23, 2021 – May 19, 2021.
  - c. Approved Board Calendar July 2021-July 2022.
8. Staff Reports:
  - a. Scott Norton provided the Executive Director/CEO Report, specifically an update of the SPEC building progress regarding weather delays due to all of the rain and week of snow. First COVID related delay with roofing materials. Original finish date was July 13, 2021. Currently, that date has been pushed to mid-August, 2021.
  - b. No Executive Vice President/CEDO Report. Eric Voyles was absent.
  - c. Jeff Whitten provided the Executive Vice President/COO Report.
  - d. John Sesler provided the Vice President of Logistics Report.
  - e. John Moran provided the Vice President of Finance Report.
9. Kyle Dooley, Executive Directors/CEO with Riverbend Water Resources District, provided a report regarding regional water.
10. Considered and took action **to appoint William Scott Norton to the Advisory Committee for Riverbend Water Resources District.** A motion was made by Jimmy Howell and seconded by Ben King. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.
11. Considered and took action upon **Resolution #20210525-01 approving a Qualified Sites Program for Brazos Site upon the TexAmericas Center East Campus.** A motion was made by Jimmy Howell and seconded by Ben King. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.
12. Considered and took action upon **Resolution #20210525-02 approving a Qualified Sites Program for Duke East Site upon the TexAmericas Center East Campus.** A motion was made by Justin Powell and seconded by Ben King. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.
13. Considered and took action upon **Resolution #20210525-03** authorizing the Executive Director/CEO **to execute a new industrial lease agreement with Cherokee Nation Red Wing, L.L.C. for production space at 154 Service Street, New Boston, TX 75570, upon the TexAmericas Center Central Campus.** A motion was made Denis Washington and seconded by Jimmy Howell. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.
14. Considered and took action upon **Resolution #20210525-04** authorizing the Executive Director/CEO **to execute an amendment number one with Woodfield, Inc. to add 1.1 acres for truck/trailer parking at the south parking lot of 125 Austin Street, Hooks, TX 75561, upon the TexAmericas Center East Campus.** A motion was made by Denis Washington and seconded by Ben King. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.

15. Considered and took action upon **Resolution #20210525-05** authorizing the Executive Director/CEO to execute **Amendment No. 3 with CJ Tex-Corp L.L.C. for the license agreement to use designated property upon the TexAmericas Center East Campus. This item was tabled. NO ACTION TAKEN.**
16. Consider and take action upon **Resolution #20210525-06** authorizing the filing of the **Land Use and Site Design Policy as Property Restrictions in the Real Property Records of Bowie County, Texas.** A motion was made by Denis Washington and seconded by Justin Powell. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.
17. Considered and took action upon **Resolution #20210525-07** authorizing **TAC East Holdings Company No. 1 to sell and convey property to Expansion Industries, LLC; authorizing the grant of road easements to Expansion Industries, LLC; and authorizing change of name of Titus Street to Freedom Way.** A motion was made by Denis Washington and seconded by Justin Powell. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.
18. Considered and took action upon **Resolution #20210525-08** approving a **standard Third Party Logistics Services and Warehouse Space Lease Agreement Form.** A motion was made by Ben King and seconded by Denis Washington. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.
19. Denis Washington, Chair of the Nominating Committee, provided a report to the Board from the May 12, 2021 Nominating Committee Meeting. The recommendation of the Committee for the 2021-2022 Executive Officers are as follows:
  - Chairman – Jim Roberts**
  - Vice Chairman – Ben King**
  - Secretary – Justin Powell**
  - Treasurer – Denis Washington**Jim Roberts called for nominations from the floor. None noted. Nominations will be called for at the June 22, 2021 board meeting as well before the Election of Officers.
20. There was no Executive Session; therefore, the meeting remained in Open Session.
21. In other business, former Bowie County Judge James Carlow was in attendance at the board meeting and Scott Norton congratulated him for receiving the 2020 C.E. Palmer Award. Judge Carlow spoke briefly about the progress of TexAmericas Center and thanked the Board members for their service.

With no other business to discuss, a motion was made by Ben King and seconded by Denis Washington to adjourn the meeting at 12:51 p.m. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.

**The above and foregoing minutes of the TexAmericas Center Board of Directors meeting, May 25, 2021 were read and approved on June 22, 2021.**

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**Justin Powell, Secretary**

**TexAmericas Center**  
**Check Register**  
 May 20, 2021 - June 16, 2021

Type	Date	Num	Name	Memo	Deposits	Payments
Liability Check	05/20/2021		QuickBooks Payroll Service	Payroll		26,950.24
Bill Pmt -Check	05/20/2021	18654	Navitas Utility Texas	Duke West I Spec Building		71,600.00
Liability Check	05/20/2021	E-pay	United States Treasury	Payroll Liability		11,757.24
Check	05/20/2021	EFT	Regions	Credit Card		657.65
Transfer	05/20/2021			Funds Transfer		750,000.00
General Journal	05/20/2021	HS1		To record deposit from Guaranty Spec loan	71,600.00	
Bill Pmt -Check	05/21/2021	18655	Bowie County	PILOT		18,515.72
Bill Pmt -Check	05/21/2021	18656	Bowie County ESD #1	PILOT		221.37
Bill Pmt -Check	05/21/2021	18657	Bowie County ESD #4	PILOT		20.44
Bill Pmt -Check	05/21/2021	18658	Hooks ISD	PILOT		40,201.64
Bill Pmt -Check	05/21/2021	18659	Leary ISD	PILOT		326.27
Bill Pmt -Check	05/21/2021	18660	New Boston ISD	PILOT		5,869.76
Bill Pmt -Check	05/21/2021	18661	Redwater ISD	PILOT		7,529.59
Bill Pmt -Check	05/21/2021	18662	Texarkana College	PILOT		5,370.76
Liability Check	05/24/2021	EFT	InWest Retirement Solutions	Retirement		7,371.45
Paycheck	05/26/2021	18663	Whitten, Jeffery D	Payroll		5,333.80
Liability Check	05/26/2021	E-pay	United States Treasury	Payroll Liability		2,939.40
Liability Check	05/26/2021	EFT	InWest Retirement Solutions	Retirement		1,200.00
Bill Pmt -Check	05/26/2021	18664	American United Life Insurance Company	Insurance		1,207.15
Bill Pmt -Check	05/26/2021	18665	Cintas Corp #197	Uniforms		194.50
Bill Pmt -Check	05/26/2021	18666	Colonial Life	Insurance		326.78
Bill Pmt -Check	05/26/2021	18667	Cooper Cleaning Service, LLC	Janitorial		1,200.00
Bill Pmt -Check	05/26/2021	18668	Federal Express	Shipping		7.50
Bill Pmt -Check	05/26/2021	18669	Goff Heating & Air, Inc.	Supplies		43.04
Bill Pmt -Check	05/26/2021	18670	Harris House 360	Advertising		400.00
Bill Pmt -Check	05/26/2021	18671	Jordan Law Firm, L.L.P.	Legal Services		12,448.05
Bill Pmt -Check	05/26/2021	18672	Julie's Deli	May Board Meeting		617.75
Bill Pmt -Check	05/26/2021	18673	Moran, John	Moving Expenses thru 5/25/21		160.00
Bill Pmt -Check	05/26/2021	18674	Superior Vision of Texas	Insurance		111.45
Bill Pmt -Check	05/26/2021	18675	Tatum Excavating Company, Inc.	Bldg 125 Improvements		3,243.00
Bill Pmt -Check	05/26/2021	18676	Texarkana Chamber of Commerce	Sponsorship- Palmer Reception		2,000.00
Bill Pmt -Check	05/26/2021	18677	Texarkana Concrete Construction	Bldg 125 Improvements		5,008.00
Bill Pmt -Check	05/26/2021	18678	Texarkana Tractor	Equipment Maintenance		250.91
Bill Pmt -Check	05/26/2021	18679	Thomas & Thomas PLLC	Auditing		10,300.00
Bill Pmt -Check	05/26/2021	18680	Voyles, Eric	Reimbursement for using personal card		45.47
Bill Pmt -Check	05/26/2021	18681	West St Home & Auto	Equipment Maintenance		264.97
Deposit	05/28/2021			Deposit	5,261.86	
Check	06/02/2021	EFT	Regions	Credit Card		186.22
Check	06/02/2021	EFT	Wright Express	Fuel		306.39
Liability Check	06/02/2021	E-pay	United States Treasury	Payroll Liability		11,849.84
Liability Check	06/02/2021	EFT	InWest Retirement Solutions	Retirement		7,427.96
Liability Check	06/03/2021		QuickBooks Payroll Service	Payroll		27,192.05
Bill Pmt -Check	06/03/2021	18682	AEP SWEPCO	Utilities		1,390.84
Bill Pmt -Check	06/03/2021	18683	Arkansas Graphics	Business Cards-John Moran		128.77
Bill Pmt -Check	06/03/2021	18684	Boston Hardware & Lumber	Small tools & equipment		41.37
Bill Pmt -Check	06/03/2021	18685	Cintas Corp #197	Uniforms		9.68
Bill Pmt -Check	06/03/2021	18686	Cornett Publishing Co, Inc.	Advertising - Expansion Solutions		12,600.00
Bill Pmt -Check	06/03/2021	18687	Express Employment Professionals	Temp Labor		623.28
Bill Pmt -Check	06/03/2021	18688	Federal Express	Shipping		44.20
Bill Pmt -Check	06/03/2021	18689	France Publications, Inc.	Advertising		155.00
Bill Pmt -Check	06/03/2021	18690	Goff Heating & Air, Inc.	125 Austin		5,710.00
Bill Pmt -Check	06/03/2021	18691	Group C Media, Inc	Advertising		5,000.00
Bill Pmt -Check	06/03/2021	18692	Julie's Deli	Congressman Fallon Lunch		376.55
Bill Pmt -Check	06/03/2021	18693	McWilliams & Associates	Consulting		3,333.33

**TexAmericas Center**  
**Check Register**  
**May 20, 2021 - June 16, 2021**

Bill Pmt -Check	06/03/2021	18694	Mountain Valley of Texarkana, Inc	Supplies	<b>91.00</b>
Bill Pmt -Check	06/03/2021	18695	Vinson & Elkins, LLP	Legal Services	<b>20,515.00</b>
Bill Pmt -Check	06/03/2021	18696	Waste Management	Waste Management	<b>876.25</b>
General Journal	06/03/2021	HS1		To record deposit from Guaranty Spec loan	<b>499,395.05</b>
Bill Pmt -Check	06/14/2021	18706	Datacast, Inc.	Computer	<b>782.50</b>
Bill Pmt -Check	06/14/2021	18707	DataStream, LLC	Consulting	<b>3,500.00</b>
Bill Pmt -Check	06/14/2021	18708	Express Employment Professionals	Temp Labor	<b>1,038.80</b>
Bill Pmt -Check	06/14/2021	18709	Hightech Signs	Advertising	<b>250.00</b>
Bill Pmt -Check	06/14/2021	18710	Hooks Tire Service	Vehicle Maintenance	<b>21.00</b>
Bill Pmt -Check	06/14/2021	18711	Joe Howell	Bldg 125 Improvements	<b>1,800.00</b>
Bill Pmt -Check	06/14/2021	18712	Madison Services, Inc.	Mowing	<b>5,333.64</b>
Bill Pmt -Check	06/14/2021	18713	Matrix Design Group, Inc.	ESCA	<b>167,874.10</b>
Bill Pmt -Check	06/14/2021	18714	MW Builders	Duke West I Spec Building	<b>499,395.05</b>
Bill Pmt -Check	06/14/2021	18715	OilCo Distributing LLC	Fuel	<b>244.70</b>
Bill Pmt -Check	06/14/2021	18716	Riverbend Water Resources District	Utilities	<b>85.00</b>
Bill Pmt -Check	06/14/2021	18717	Texarkana Gazette	Advertising	<b>33.00</b>
Bill Pmt -Check	06/14/2021	18718	Verizon	Telephone	<b>393.37</b>
Bill Pmt -Check	06/14/2021	18719	West St Home & Auto	Small tools & equipment	<b>53.97</b>
Bill Pmt -Check	06/14/2021	18720	Xerox Corp	Copier	<b>532.93</b>
Bill Pmt -Check	06/16/2021	18721	Voyles, Eric	Per Diem-Omaha, NE	<b>274.50</b>



**RESOLUTION NO. 20210622-01**

**A RESOLUTION APPROVING AND ADOPTING RESTATED REGULATIONS FOR THE  
OPERATION OF 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**, the 87<sup>th</sup> regular session of the Texas Legislature passed Senate Bill 479, which provided additional authorities to the organization, and requires an update of our Regulations to include Chapter 1371 of the Texas Government Code; and

**WHEREAS**, during the review of the Regulations a couple other updates were needed, which include the website where our notices are posted and the emergency spending limit for the Executive Director for repairs or an asset or system due to unforeseen or unforeseeable action requiring immediate attention; and

**WHEREAS**, it is deemed prudent by the Board of Directors to make these revisions to the Regulations of TexAmericas Center to so authorize said actions;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of TexAmericas Center, that the Regulations of TexAmericas Center shall be and they are hereby revised and restated to read as set forth in the Restated Regulations attached to this Resolution as Exhibit "A" and incorporated herein for all purposes.

**PASSED and APPROVED this 22<sup>nd</sup> day of June 2021.**

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**Jim Roberts, Chairman of the Board**

**ATTEST:**

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**Justin Powell, Secretary**

Attached: Exhibit "A" Restated Regulations

**RESTATED  
REGULATIONS  
OF  
TEXAMERICAS CENTER**

These Regulations (hereinafter called the “Regulations”) govern the affairs of TexAmericas Center (hereinafter called the “TexAmericas Center”), a political subdivision of the State of Texas, organized as a governmental unit pursuant to Chapter 3503, Special District Local Laws Code of the State of Texas.

**ARTICLE 1.  
OFFICES**

1.01 **Principal Office.** The TexAmericas Center’s principal office in the State of Texas shall be located at 107 Chapel Lane, New Boston, Texas 75570. The TexAmericas Center may have such other offices, in Texas or elsewhere, as the Board of Directors may determine. The Board may change the location of any office of the TexAmericas Center.

**ARTICLE 2.  
PURPOSE**

2.01. **Purpose.** The TexAmericas Center is created to (1) accept title, from the United States to all or any portion of the real, personal, and mixed property situated within, adjacent to, or related to Red River Army Depot, Lone Star Army Ammunition Plant and Watts- Guillot US Army Reserve Center; (2) to promote the location and development of new businesses and industries; (3) to undertake eligible projects under the authorizing statutes; (4) promote or support an active military base located in the same county as the Authority to prevent closure or realignment of the base and attract new military missions to the base; (5) exercise the powers granted to a conservation and reclamation district under Section 59, article XVI, Texas Constitution; and (6) promote regional economic development and job creation inside the district’s boundaries and outside of the district’s boundaries in Bowie County and adjacent counties.

2.02 **Assumed Name.** The TexAmericas Center may conduct business under an assumed name as provided for by law. This regulation specifically acknowledges the use of Red River Redevelopment Authority as an assumed name.

**ARTICLE 3.  
BOARD OF DIRECTORS**

3.01. The affairs of the TexAmericas Center shall be managed, operated, and controlled by the Board of Directors (hereinafter called the “Board”).

3.02. **Number of Directors.** The number of Directors shall be fifteen (15), appointed as provided by statute. On or about April 15 of each year the Executive Director shall notify those appointing authorities scheduled to make an appointment in that year of said fact and request that the appointment be made and reported to the Executive Director not later than May 15 of said year.

3.03. **Term of Office.** Directors shall serve a term of two years. Each Director shall hold office until a successor is appointed and qualifies or the Director is removed by the appointing authority, whichever first occurs. Regularly appointed terms shall commence on the date of the annual meeting of the Board of Directors. The terms of eight Directors shall begin in even-numbered years, and the terms of seven Directors shall begin in odd-numbered years. The Directors appointed by the appointing authorities shall be appointed in even or odd years as follows:

<b>Appointing Authority</b>	<b>Year of Appointment</b>
County Judge 1 <sup>st</sup> appointee	even
County Judge, 2 <sup>nd</sup> appointee	odd
Commissioners Court	odd
Mayor, City of Texarkana, 1 <sup>st</sup> appointee	odd
Mayor, City of Texarkana, 2 <sup>nd</sup> appointee	even
Mayor, City of Texarkana, 3 <sup>rd</sup> appointee	even
Mayor, City of New Boston	odd
Mayor, City of Hooks	odd
Mayor, City of Nash	even
Mayor, City of Wake Village	even
Mayor, City of Leary	even
Mayor, City of Redwater	odd
Mayor, City of Maud	even
Mayor, City of DeKalb	odd
Mayor, City of Red Lick	even

3.04. **Board Vacancies.** Vacancies shall be filled in the same manner as the original appointment. A vacancy for an unexpired term is for the remainder of the term only.

3.05. **Ex-officio Members of the Board.** The Board shall determine the need and extend invitations to persons, organizations, and agencies that the Board may vote as necessary to serve in an advisory capacity. Any Ex-officio member will not be entitled to vote at any meetings of the Board, nor participate in closed sessions of the Board

3.06. **Annual Meeting.** The annual meeting of the Board shall be held in June of each year, upon call of the Chairman, at a location designated by the board Chairman in Bowie County. Notice for the meeting shall be provided in accordance with State Law.



3.07. **Regular Meeting.** The Board shall generally meet monthly, but under no circumstances shall it meet less than four (4) times per year.

3.08. **Special Meetings.** Special board meetings may be called by, or at the request of, the Chairman or any two (2) Directors. A person, or persons, authorized to call special meetings of the Board may fix any place within Texas, as the place for holding a special meeting. The person or persons calling a special meeting shall inform the secretary of the Board of the information to be included in the notice of the meeting. The secretary of the Board shall give notice to the Directors as the Regulations require.

3.09. **Notice of Meetings.** Notice of the time, place, and purpose of any meeting of the Board shall be served upon each Director either personally, by mail, by telephone, or by electronic mail not less than the minimum time required by law for posting notice of the meeting under the Texas Open Meetings Act.

3.10. **Public Notice.** All meetings of the Board at which its business will be conducted shall be held in public. Participation in the meetings by any individual, excepting members, shall be at the discretion of the Chairman of the Board. Any member of the public desiring to so participate shall notify the Chairman of the Board before the meeting of the subject he/she wishes to address. Meetings shall be held and conducted in compliance with the requirements of the Texas Open Meetings Act, Texas Government Code Subsection 551.001 et seq. Closed sessions shall be held only as provided by said statute.

3.11. **Quorum.** At all meetings of the Board, a majority of its total Directors shall constitute a quorum required to transact business, but less than a quorum may adjourn a meeting from time to time without further notice until a quorum is present. In determining a quorum, the number of Directors shall be considered that number which are then duly serving as Directors of the Board. Any vacancies which may exist shall not be counted in determining the total number of Directors.

3.12. **Voting.** Each Director of the Board, other than an Ex-officio Board member, shall be entitled to one vote on each issue or item requiring Board approval. Attendance and voting by proxy is prohibited.

3.13. **Duties of Directors.** Directors shall discharge their duties, including any duties as committee members, in good faith, with ordinary care, and in a manner they reasonably believe to be in the TexAmericas Center's best interest and that are not unlawful. In this context, the term "ordinary care" means the care that ordinarily prudent persons in similar positions would exercise under similar circumstances. In discharging any duty imposed or power conferred on directors, Directors may, in good faith, rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the TexAmericas Center or another person that has been prepared or presented by a variety of persons, including officers and employees of the TexAmericas Center, professional advisors or experts such as accountants

or legal counsel. A Director is not relying in good faith if he or she has knowledge concerning a matter in question that renders reliance unwarranted.

**3.14. Actions of Board of Directors.** The vote of a majority of Directors present and voting at a meeting at which a quorum is present shall constitute the act of the Board, unless the act of a greater number is required by law or by some other provision of these Regulations. A Director who is present at a meeting and abstains from a vote is not considered to be present and voting for the purpose of determining the Board's decision. A motion to approve, a second to the motion, discussion, amendments and the affirmative vote of a majority of Directors present and voting, is sufficient for adoption of any action of the Board. There is no requirement that any action be read or approved on more than one occasion.

**3.15. Compensation.** Directors shall serve as such without compensation except that they shall be reimbursed for their actual expenses reasonably incurred in the performance of their duties as directors, and may receive a meal in conjunction with meetings.

**3.16. Resignation and Removal of Directors.** Any Director may resign at any time by giving written notice to the secretary of the Board and to the official or governing body, who, or which, appointed him. In the event of the resignation, death, or removal of any Director, the vacancy shall be filled as provided by applicable law. Due to the very important work of the Board, regular attendance of all regular and special meetings of the Board is required of all Directors. The Board shall therefore follow the following policy on attendance:

- (a) If a Director has three (3) consecutive unexcused absences during any calendar year from either a regular or special meeting of the Board, the Secretary of the Board shall request the appointing official or authority to recall the Board Director and appoint a new Director to fill the vacancy.
- (b) If a Director, for any reason, is absent from 50% of the regular or special meetings of the board during any calendar year, the Secretary of the Board shall request the appointing official or authority to recall the Board Director and appoint a new Director to fill the vacancy.
- (c) An absence may be excused by the Board for any reasonable cause by vote at a meeting prior to, at, or after the meeting for which the member is, was, or is to be absent.
- (d) All excused absences of a Director of the Board shall be duly recorded in the minutes of the TexAmericas Center. Absences shall be reviewed quarterly by the Board.
- (e) In addition, the Board by a majority vote of Directors present and voting may request an appointing official or authority to remove a Director for cause as determined by a majority of the Board in accordance with these

Regulations or local, state, and federal law. The grounds for removal of a Director are:

- (a) Inefficiency in office;
- (b) Nonfeasance or malfeasance in office;
- (c) The inability, because of illness or disability, to discharge the Director's duties of office during a substantial part of the term for which the Director is appointed;
- (d) The Director knowingly acting as surety for a business entity that has work, business, or a contract with the TexAmericas Center;
- (e) The Director knowingly acting as surety on any official bond required of an officer of the TexAmericas Center;
- (f) The Director knowingly violating these Regulations regarding Conflicts of Interest; or
- (g) The Director being appointed to a subsequent Board or entity which with TexAmericas Center has a direct financial relationship.

**3.17. Service Until Successor Qualified.** Notwithstanding the fact that a Director has been recalled, has resigned, or his/her term has expired by lapse of time, said Director shall continue to hold his/her office as Director until his/her successor has been duly appointed and qualified as provided by applicable law.

#### **ARTICLE 4. OFFICERS**

**4.01. Officer Positions.** The TexAmericas Center's officers shall be a Chairman, a Vice Chairman, a Secretary and a Treasurer. The Board may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions.

**4.02. Election and Term of Office.** The Board of Directors shall elect the officers of TexAmericas Center. All officers shall be elected from members serving as Directors. The term of each office shall always be one (1) year; provided, however, that they shall continue to serve until the election of their successors. Elections shall be held at the annual meeting.

**4.03. Vacancies.** Vacancies in any office which occur by reason of death, resignation, disqualification, removal, or otherwise, may be filled by the Board for the unexpired portion of the officer's term, in the same manner as other officers are elected to the Board.

4.04. **Duties of Chairman.** He or she shall preside at all meetings of the Board. The Chairman is authorized to execute any deeds, mortgages, bonds, contracts or other instruments that the Board authorizes to be executed. The Chairman shall perform other duties prescribed by the Board.

4.05. **Duties of Vice Chairman.** When the Chairman is absent or in the event of his or her inability to act, the Vice Chairman shall perform the Chairman's duties. When acting in the Chairman's place, the Vice Chairman has all the powers of, and is subject to all the restrictions on, the Chairman. A Vice Chairman shall perform other duties as assigned by the Board.

4.06. **Duties of Secretary and Treasurer.**

The Secretary shall:

- (a) Handle the general correspondence of the TexAmericas Center and shall send all notices as provided in the Regulations or as required by law.
- (b) Take minutes of the meetings of the Directors and the Board and keep the minutes as part of the TexAmericas Center's records and shall see that these minutes are distributed to the Directors within a reasonable period of time after each meeting.
- (c) Maintain custody of the TexAmericas Center's records and seal.
- (d) Affix the TexAmericas Center's seal to all documents as authorized.
- (e) Keep a register of the mailing address of each Director, officer, and employee of the TexAmericas Center.

The Treasurer shall:

- (a) Have charge and custody of – and be responsible for – all the TexAmericas Center's funds and securities.
- (b) Receive and give receipts for moneys due and payable to the TexAmericas Center from any source.
- (c) Deposit all moneys in the TexAmericas Center's name in banks, trust companies, or other lawful depositories as these Regulations provide or as the Board or Chairman directs.
- (d) Write checks and disburse funds to discharge the TexAmericas Center's obligations.

- (e) Maintain the TexAmericas Center's financial books and records.
- (f) Prepare financial reports at least annually and present the reports during the annual meeting for review and approval.
- (g) If the Board requires, give a bond for faithfully discharging his or her duties in a sum and with a surety as determined by the Board. The cost of the bond shall be the TexAmericas Center's expense.
- (h) Serve as the Chairman of the Investment/Finance Committee.

The Secretary and the Treasurer shall:

- (a) Perform other duties as assigned by the Board.
- (b) Perform all of the duties incident to the office of which each holds.

The Secretary and the Treasurer may, upon approval of the Board of Directors, delegate responsibility for routine acts to the Executive Director where such delegations are specifically memorialized in writing and automatically cease upon termination of employment of the named Executive Director.

4.07. **Compensation.** Officers shall not receive any salary or compensation for their services, except that they shall be reimbursed for the actual expenses incurred in the performance of their duties hereunder, and may be provided a meal in conjunction with meetings.

## **ARTICLE 5. STAFF SUPPORT**

5.01. **Executive Director.** The TexAmericas Center may employ an Executive Director of the TexAmericas Center. The Executive Director, if so employed, shall serve as Chief Executive Officer, may use the title of Chief Executive Officer, and shall oversee the administrative functions of the TexAmericas Center. The Executive Director shall report to the Board and keep the Board fully informed as to his or her duties. In addition, the Executive Director shall develop policies and procedures for the TexAmericas Center including financial, accounting, and purchasing policies and procedures, which policies and procedures aforementioned shall become effective only after approval by the Board of Directors. The Executive Director is authorized to execute any deeds, mortgages, bonds, contracts or other instruments that the Board authorizes to be executed.

5.02. **Other Employees and Agents.** The TexAmericas Center may employ such full or part-time employees as needed to carry out the programs of the TexAmericas Center, provided however, that the number of such positions and their titles have been approved by the Board. These employees shall perform those duties as are assigned to them by the Executive Director.

The Executive Director shall hire, direct, and control the work of all TexAmericas Center employees and shall prescribe the duties, tenure, and compensation of each person employed. The Board may appoint and determine the duties, tenure, qualifications, compensation, and removal of agents, professional advisors, and counselors, including financial consultants, accountants, attorneys, architects, engineers, appraisers, and financing experts, as are considered necessary or advisable.

5.03. **Benefits.** To the extent that the Board hires an Executive Director or other employees, the Board may establish a fringe benefit package for such employees to include, by way of examples and not by way of limitations, health, dental and life insurance and worker's compensation insurance and a retirement package. Such benefits shall be included in the annual operating budget approved by the Board.

## **ARTICLE 6. CONTRACTS FOR SERVICES**

6.01. **Authorization.** The TexAmericas Center may contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks of work which will aid or assist the Board in the discharge and performance of its duties. However, no such contract shall ever be entered into which seeks or attempts to divest the Board of Directors of its discretion and policy making functions.

6.02. **Delegation of Authority to Executive Director.** By adoption of these Regulations, the Board of Directors does hereby delegate the Executive Director the following designated contracting authority, which may be exercised by the Executive Director without further approval by the Board of Directors provided budgeted funds are available for the designated purpose:

- (a) Procurement of goods and services in an amount not to exceed \$50,000.00 per contract;
- (b) In case of a need for repairs to an asset or system of TexAmericas Center due to unforeseen and unforeseeable actions requiring immediate action to protect the property of TexAmericas Center and/or the health and safety of its employees, contractors, lessees, and utility customers or to prevent an interruption of utility service to said persons and/or entities, the Executive Director may expend the funds necessary to restore the property, system and/or service in an amount not to exceed \$~~2550~~2550,000.00.

## **ARTICLE 7. COMMITTEES**

7.01. **Establishing Committees.** The Board may adopt a resolution establishing one or more committees to advise the Board, and appointing or removing members of a committee. A committee shall include two or more, but not more than seven, Directors and may include

persons who are not directors. The Board shall not delegate any of its management authority to a committee. The Board may establish qualifications for membership on a committee. The Board may delegate to the Chairman its power to appoint and remove members of a committee. An appointee shall not be fully seated until an appointment letter is drafted and executed by the appointee, Chairman and Secretary/Treasurer. Establishing a committee shall not relieve the Board, or any individual Director, of any responsibility imposed by these Regulations or otherwise imposed by law. No committee has the authority of the Board to:

- (a) Authorize the sale, lease, exchange, or mortgage of TexAmericas Center's property and assets.
- (b) Amend, alter, or repeal these regulations.
- (c) Approve any transaction to which TexAmericas Center is a party and that involves a potential conflict of interest as defined in paragraph 8.03, below.
- (d) Take any action outside the scope of authority delegated to it by the Board.
- (e) Take final action on a matter that requires the approval of the Board.

7.02. **Term of Office.** Each committee member shall continue to serve on the committee until the next annual meeting and until a successor is appointed. However, a committee member's term may terminate and the seat vacated earlier if the committee is terminated or if the member dies, ceases to qualify, resigns, or is removed as a member. A vacancy on a committee may be filled by an appointment made in the same manner as an original appointment. A person appointed to fill a vacancy on a committee shall serve for the unexpired portion of the terminated committee member's term.

7.03. **Chair and Vice-Chair.** One member of each committee shall be designated as the committee chair, and another member of each committee shall be designated as the vice-chair. The chair and vice-chair shall be appointed by the Board or the Chairman if he is delegated to make appointments. The chair shall call and preside at all meetings of the committee. When the chair is absent, cannot act, or refused to act, the vice-chair shall perform the chair's duties. When a vice-chair acts for the chair, the vice-chair has all the powers of, and is subject to all the restrictions on, the chair. Only a Board member of TexAmericas Center may serve as chair or vice-chair upon a committee.

7.04. **Notice of Meetings.** Notice of a committee meeting shall be delivered to each member of a committee.

7.05. **Quorum.** One-half of the number of committee members constitutes a quorum for transacting business at any meeting of the committee. If there is a presence of less than a

quorum, or the absence of both the chair and vice-chair, the meeting may be adjourned until such time as a quorum is present.

7.06. **Actions of Committee.** Committees shall try to take action by consensus. However, if a consensus is not available, the vote of a majority of committee members present and voting at a meeting at which a quorum is present is enough to constitute the act of the committee unless the act of a greater number is required by statute or by some other provision of these Regulations. A committee member who is present at a meeting and abstains from a vote is not considered to be present and voting for the purpose of determining the act of the committee.

7.07. **Proxies.** A committee member may vote by proxy.

7.08. **Compensation.** Committee members shall not receive salaries for their services, but shall be reimbursed for any actual and necessary expenses incurred in the performance of committee service, and may receive a meal if offered during meetings.

7.09. **Regulations.** Each committee may adopt its own Regulations, consistent with these Regulations or with other regulations that may be adopted by the Board.

7.10. **Permanent Committees.** In addition to such committees as may be established pursuant to Section 7.01, there are hereby established the following permanent committees which shall operate under the same rules set forth in this Article 7:

- (a) The Executive Committee shall consist of the Chairman, Vice Chairman, Secretary, and Treasurer of the Board of Directors. In the event that the immediate Past Chairman of the Board is still a member of the Board of Directors, the immediate Past Chairman shall serve as a non-voting member of the Executive Committee. The Executive Committee shall (1) provide advice and counsel to the Executive Director/Chief Executive Officer in the performance of his duties; and (2) consider and make recommendations to the Board of Directors with regard to the operations of the organization, including but not limited to personnel actions and organizational policies such as Regulations and Personnel Policies.
- (b) The Nominating Committee shall be composed of members of the Board of Directors appointed by the Chairman of the Board annually. In the event that the immediate Past Chairman of the Board is still a member of the Board of Directors, the immediate Past Chairman of the Board shall serve as a non-voting member of the Nominating Committee and shall also serve as Chairman of the Nominating Committee. The Committee shall nominate and recommend to the full Board of Directors persons to serve as the Officers of the Board prior to the annual meeting each year.
- (c) The Investment/Finance Committee shall be responsible for regularly reviewing the financial affairs of the organization, including but not limited



to reviewing and recommending to the Board of Directors, actions relating to Quarterly Financial Reports, Quarterly Investment Reports, Investment of Funds, Annual Audit, Quarterly Scrap and Timber Sales, Collateralization of Deposits, and other financial matters. The Treasurer shall serve as Chairman of the Committee. Other members of the committee shall be appointed pursuant to Section 7.01.

- (d) The Infrastructure/Real Estate Committee shall be responsible for oversight, review and recommendations relating to all infrastructure needs of the properties of the organization and its related entities including but not limited to roads, bridges, railroads and utility services and easements. The Committee shall also oversee all real estate marketing activities, facilities master planning and personal property disposal. Members of the Committee shall be appointed pursuant to Section 7.01.
- (e) The Environmental Committee shall be responsible for oversight, review and recommendations regarding environmental regulatory compliance, risk management, forestry management and hunting programs and policies. Members of the Committee shall be appointed pursuant to Section 7.01.

7.11. Each Committee shall perform such other duties and activities as may be assigned to it by the Board of Directors.

## **ARTICLE 8. TRANSACTIONS OF TEXAMERICAS CENTER**

8.01. **Contracts.** The Board may authorize any officer or agent of the TexAmericas Center to enter into a contract or execute and deliver any instrument, [including but not limited to those related to the issuance of bonds pursuant to Chapter 1371 of the Texas Government Code](#), in the name of, and on behalf of, the TexAmericas Center. This authority may be limited to a specific contract or instrument, or it may extend to any number and type of possible contracts and instruments.

8.02. **Deposits.** All the TexAmericas Center's funds shall be deposited to the credit of the TexAmericas Center in banks, trust companies, or other depositories that the Board selects, subject to compliance with the Texas Public Funds Investment Act.

8.03. **Ethics/Conflicts of Interest.** All Board Directors shall conduct themselves so as to avoid real or apparent conflicts with the activities, policies, operations, and interest of the TexAmericas Center. Each Director shall familiarize himself, or herself, with the applicable ethics statutes of the State of Texas. As long as the TexAmericas Center exists, and except with the Board's prior approval, no Director, officer, or committee member of the TexAmericas Center may:

- (a) Do any act in violation of these Regulations or a binding obligation of the TexAmericas Center.
- (b) Do any act with the intention of harming the TexAmericas Center or any of its operations.
- (c) Do any act that would make it impossible or unnecessarily difficult to carry on the TexAmericas Center's intended or ordinary business.
- (d) Receive an improper personal benefit from the operation of the TexAmericas Center.
- (e) Use the TexAmericas Center's assets, directly or indirectly, for any purpose other than carrying on the business of the TexAmericas Center.
- (f) Wrongfully transfer or dispose of TexAmericas Center property, including tangible property such as good will.
- (g) Use the TexAmericas Center' name (or any substantially similar name) or any trademark or trade name adopted by the TexAmericas Center, except on behalf of the TexAmericas Center in the ordinary course of its business.
- (h) Disclose any of the TexAmericas Center's business practices, trade secrets, or any other information not generally known to the business community to any person not authorized to receive it.

#### **8.04. Title Holding Companies.**

- (a) Pursuant to the authority granted to TexAmericas Center by Senate Bill 1563 of the 84<sup>th</sup> Regular Session of the Texas Legislature, the Board of Directors may authorize by resolution the incorporation of one or more nonprofit corporations under the Texas Business Organizations Code to exercise one or more of the powers of TexAmericas Center. Each such corporation must be a nonmember, nonstock corporation.
- (b) Each nonprofit corporation created under this section may:
  - (1) acquire and hold title to real property and improvements to that property; and
  - (2) collect and remit to the authority income, less expenses, from that real property and from improvements to that property.

- (c) The board shall appoint the board of directors of each nonprofit corporation created under this section. A board member is not required to reside in the authority.
- (d) A board member or employee of the authority may simultaneously serve as a member of the board of directors of a nonprofit corporation. A person serving as a board member of the authority and of a nonprofit corporation created by the authority may participate in all votes relating to the business of the authority or the corporation, regardless of any statutory prohibition.
- (e) Each nonprofit corporation created under this section shall apply for, and qualify as, a “title holding company” pursuant to Section 501(c)(2) of the Internal Revenue Code of 1986, as amended, or as it may be amended.

#### **8.05 Nonprofit Corporations for Special Projects.**

- (a) The Authority may authorize by resolution the creation of a nonprofit corporation under the Business Organizations Code solely to undertake on behalf of the authority a project described by Section 3503.003 (a)(3).
- (b) The board shall appoint the board of directors of each nonprofit corporation created under this section. A board member is not required to reside in the authority.
- (c) A board member or employee of the authority may simultaneously serve as a member of the board of directors of a nonprofit corporation. A person serving as a board member of the authority and of a nonprofit corporation created under this section may participate in all votes relating to the business of the authority or the corporation.
- (d) The nonprofit corporation may not exercise the power of eminent domain.
- (e) A nonprofit corporation created under this section is subject to Chapters 551 and 552, Government Code.

### **ARTICLE 9. BOOKS AND RECORDS**

**9.01. Required Books and Records.** The TexAmericas Center shall keep correct and complete books and records of account. The books and records include:

- (a) A file-endorsed copy of all documents filed with the Texas Secretary of State relating to the TexAmericas Center.

- (b) A copy of all regulations, including these Regulations and any amendments to them.
- (c) Minutes of the proceedings of the Board and committees.
- (d) A list of the names and addresses of the Directors, officers, and committee members of the TexAmericas Center.
- (e) A financial statement showing the TexAmericas Center's assets, liabilities, and net worth at the end of the three most recent fiscal years.
- (f) A financial statement showing the TexAmericas Center's income and expenses for the three most recent fiscal years.
- (g) All rulings, letters, and other documents relating to the TexAmericas Center's federal, state, and local tax status.
- (h) The TexAmericas Center's federal, state, and local tax information and tax returns, if any, for each of the TexAmericas Center's three most recent tax years.

9.02 **Inspection and Copying.** Any Director, officer, or committee member of the TexAmericas Center may inspect and receive copies of all the books and records required to be kept under the Regulations. Such a person may, by written request, inspect or receive copies if he or she has a proper purpose related to his or her interest in the TexAmericas Center. He or she may do so through his or her attorney or other duly authorized representative. The inspection may take place at a reasonable time, no later than five working days after the TexAmericas Center receives a proper written request. The Board shall establish reasonable copying fees, which shall cover the cost of materials and labor but shall not exceed 25 cents per page. The TexAmericas Center shall provide requested copies of books or records no later than five working days after receiving a properly written request.

#### **ARTICLE 10. FISCAL YEAR**

10.01 The TexAmericas Center's fiscal year shall begin on the first day of October and end on the last day in September in each year.

#### **ARTICLE 11. NOTICES**

11.01 **Notice by Mail, Telegram, Facsimile, or E-Mail.** Any notice required or permitted by these Regulations to be given to a Director, officer, or member of a committee of the

TexAmericas Center may be given by mail, telegram, facsimile, or e-mail. If mailed, a notice is deemed delivered when deposited in the mail addressed to the person at his or her address as it appears on the TexAmericas Center's records, with postage prepaid. If given by telegram, a notice is deemed delivered when accepted by the telegraph company and addressed to the person at his or her address as it appears on the TexAmericas Center's records. If given by electronic means, a notice is deemed delivered when sent to the person at his or her e-mail address or facsimile number as they appear on the TexAmericas Center's records. A person may change his or her address in the TexAmericas Center's records by giving written notice of the change to the secretary of the Board.

**11.02 Signed Waiver of Notice.** Whenever any notice is required by law or these Regulations, a written waiver signed by the person entitled to receive such notice is considered the equivalent to giving the required notice. A waiver of notice is effective whether signed before or after the time stated in the notice being waived.

**11.03 Waiving Notice by Attendance.** A person's attendance at a meeting constitutes waiver of notice of the meeting unless the person attends for the purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

**11.04 Notice by Website Posting.** The Board may elect to notify Board and Committee members and distribute Board information through the internet website of TexAmericas Center ([www.texamericascenter.com](http://www.texamericascenter.com)).

## **ARTICLE 12. SPECIAL PROCEDURES CONCERNING MEETINGS**

**12.01 Meeting by Telephone or Videoconference.** The Board of Directors, and any committee of the TexAmericas Center, may hold a meeting by telephone conference-call procedures and/or videoconference only in accordance with the provisions of Texas Open Meetings Act, Texas Government Code, Subsection 551.001 et seq.

## **ARTICLE 13. AMENDING REGULATIONS**

**13.01 Amending Regulations.** These Regulations may be altered, amended, or repealed, and new Regulations may be adopted by the Board of Directors. The notice of any meeting at which these Regulations are altered, amended, or repealed, or at which new Regulations are adopted shall include the text of the proposed Regulation provisions as well as the text of any existing provisions proposed to be altered, amended, or repealed. Alternatively, the notice may include a fair summary of those provisions.

**ARTICLE 14.  
DISSOLUTION**

14.01 Upon dissolution of the TexAmericas Center, all of the TexAmericas Center's assets shall be conveyed or transferred to Bowie County, Texas, in accordance with applicable law.

**ARTICLE 15.  
MISCELLANEOUS PROVISIONS**

15.01 **Governing Law.** These Regulations shall be construed under Texas law. All references in these Regulations to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

15.02 **Construction of Regulations.** To the greatest extent possible, these Regulations shall be construed to conform to all legal requirements and all requirements for obtaining and maintaining all tax exemptions. If any Regulation provision is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and the Regulations shall be construed as if they had not included the invalid, illegal, or unenforceable provision.

15.03 **Headings.** The headings used in the Regulations are for convenience and may not be considered in construing the Regulations.

15.04. **Number and Gender.** Whenever context requires, all singular words include the plural, and all plural words include the singular; all words in the Regulations in the male gender shall be deemed to include the female or neuter gender.

15.05. **Seal.** The Board of Directors will provide for a seal.

15.06. **Parties Bound.** The Regulations shall bind and inure to the benefit of the Directors, officers, committee members, employees, and agents of the TexAmericas Center and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as the Regulations otherwise provide.

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting secretary of TexAmericas Center and that these Restated Regulations constitute the TexAmericas Center's Regulations. These Regulations were duly adopted at a meeting of the Board of Directors held on ~~October 24, 2017~~ June 22, 2021.

DATED: ~~October 24, 2017~~ June 22, 2021

\_\_\_\_\_  
Secretary of the TexAmericas Center



**RESOLUTION NO. 20210622-02**

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO PURCHASE CYBER RISK LIABILITY INSURANCE WITH CONNER AND DUFFER INSURANCE THROUGH TRAVELERS OR ITS AFFILIATES TO COVER RELATED ASPECTS OF TEXAMERICAS CENTER OPERATIONS (\$2,139.00)**

**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 Board of Directors deems it necessary to procure the cyber risk liability insurance to fulfill certain contractual obligations and to protect TexAmericas Center from risks of loss; and

**WHEREAS**, the insurance agency of Conner and Duffer Insurance has brokered a competitively priced product for the covered list of services through Travelers Insurance as per the attached bid;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of TexAmericas Center that the Executive Director/CEO, Scott Norton, shall be and is hereby authorized to execute a contract with Conner and Duffer Insurance and Travelers Insurance or their affiliates to procure cyber risk liability insurance for TexAmericas Center in an amount not to exceed \$2,139.00.

**PASSED AND APPROVED THIS 22<sup>nd</sup> day of June, 2021.**

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**Jim Roberts, Chairman of the Board**

**ATTEST:**

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**Justin Powell, Secretary**

Attached: Conner and Duffer Bid



Public Sector Services  
**INDUSTRY**Edge<sup>®</sup>

***A Commercial Insurance Proposal for:***

**TEXAMERICAS CENTER AND TAC EAST HOLDING  
COMPANY NO. 1**

***Effective Date: 04/01/2021***

***Expiration Date: 04/01/2022***

***Prepared For: Conner & Duffer Ins Agency***

***Date of Proposal:  
Print Date: 05/20/21***



**CyberRisk Liability**

**CyberRisk Coverage:**

Policy Aggregate Limit	\$100,000
------------------------	-----------

Liability	Limit	Retention	Retroactive Date
Privacy and Security	\$100,000	\$5,000	4/1/2021
Payment Card Costs	Not Covered	Not Covered	
Media	Not Covered	Not Covered	Not Covered
Technology Errors And Omissions	Not Covered	Not Covered	Not Covered
Regulatory Proceedings	Not Covered	Not Covered	

Breach Response	Limit	Retention
Privacy Breach Notification	\$50,000	\$5,000
Computer and Legal Experts	\$50,000	\$5,000
Betterment	Not Covered	Not Covered
Cyber Extortion	\$50,000	\$5,000
Data Restoration	\$50,000	\$5,000
Public Relations	\$50,000	\$5,000

Cyber Crime	Limit	Retention
Computer Fraud	\$50,000	\$5,000
Funds Transfer Fraud	\$50,000	\$5,000
Social Engineering Fraud	\$50,000	\$5,000
Telecom Fraud	\$50,000	\$5,000
Vendor or Client Payment Fraud	Not Covered	Not Covered

Business Loss	Limit	Retention / Wait Period
Business Interruption	\$50,000	72 Hours
Business Interruption - System Failure	Not Covered	
Dependent Business Interruption	Not Covered	
Dependent Business Interruption - System Failure	Not Covered	
Dependent Business Interruption - Outsource Provider	Not Covered	
Dependent Business Interruption - Outsource Provider - System Failure	Not Covered	
Reputation Harm	Not Covered	Not Covered

**Consult Policy for Actual Terms and Conditions**

Additional First Party Provisions	
Accounting Costs Limit	Not Covered
Betterment Coparticipation	Not Covered
Period Of Restoration	180 days
Period of Indemnity	Not Covered
Emergency Costs Limit	Not Covered

Knowledge Date:	4/1/2021
P&P Date:	4/1/2021
Retroactive Date:	4/1/2021

Coverage by Endorsement	Limit	Retention
TCPA Costs	Not Covered	Not Covered
Conviction Reward	Not Covered	Not Covered
Employed Lawyers	Not Covered	Not Covered
Loss Mitigation	Not Covered	Not Covered

US Net Operating Expenditures	\$11,787,320
Foreign Net Operating Expenditures	\$0
Total Net Operating Expenditures	\$11,787,320

**PREMIUM DETAIL:**

Policy Effective Date	Policy Expiration Date	Premium	Taxes	Surcharges	Total Term Premium
April 01, 2021	April 01, 2022	\$2,139	\$0	\$0	\$2,139

Liability coverage applies on a claims-made basis. Payments of defense expenses will reduce, and may exhaust, the limits of insurance.

**Conditions of Quote:**

Insurer: Travelers Excess and Surplus Lines Company

**Required Policy Forms:**

Forms, Endorsements And Schedule Numbers

IL T8 01

**Consult Policy for Actual Terms and Conditions**

**Premium Schedule**

Coverage	Gross Premium
CyberRisk	\$2,139
<b>TOTAL</b>	<b>\$2,139</b>

**Note:** The estimated premium shown above may differ from actual premiums shown on the policies and installment bills due to installment charges, estimated taxes and surcharges, as well as rounding.

**Consult Policy for Actual Terms and Conditions**





**RESOLUTION NO. 20210622-03**

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE SEPARATE HUNTING LICENSE AGREEMENTS FOR HUNTING AREAS 1-9**

**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 hired Kingwood Forestry Services, Inc., to manage the hunting program for the upcoming hunting season; and

**WHEREAS**, TexAmericas Center has negotiated the license agreement for each of the hunting tracts and the Board approves those agreements.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of TexAmericas Center that the Executive Director/CEO is hereby authorized to execute the attached hunting license agreements as listed below:

- Area 1: Wayne Pardue
- Area 2: Clay Carlisle
- Area 3: Mike Lockard
- Area 4: Russell Turner
- Area 5: Russell Turner
- Area 6: Henry Corbell
- Area 7: David Lashford
- Area 8: Brian Whelchel
- Area 9: Brian Whelchel

**PASSED and APPROVED this 22<sup>nd</sup> day of June, 2021.**

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**Jim Roberts, Chairman of the Board**

**ATTEST:**

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**Justin Powell, Secretary**

Attached: Individual Hunting License Agreements for Areas 1-9

## HUNTING LICENSE AGREEMENT

This HUNTING LICENSE AGREEMENT, hereinafter called the "Agreement", is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between TexAmericas Center, 107 Chapel Lane, New Boston, Texas, hereinafter called "TAC", and Wayne Pardue of 206 Morningside Drive, Hooks, State of Texas, whether one or more, hereinafter called "Licensee".

For and in consideration of the sums to be paid by Licensee to TAC and the covenants herein stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between TAC and Licensee as follows:

1. TAC hereby grants to Licensee certain hunting rights, subject to the terms and conditions set forth here, on the property described below and on the map attached hereto as "Exhibit A", hereinafter called the "Property", and by reference made a part hereof:

Tract Number \_1\_

Approx. Acreage \_872\_\_ (TAC makes no warranty or representation to the acreage)

Railroad tracks and corridors measured 25 feet on each side of the centerline of the tracks are excluded from the Property and may not be hunted.

2. Licensee shall pay a license fee to TAC upon execution of this Agreement in the amount of \$ 5,371.52 (\$6.16 per acre including insurance) by check payable to TAC's hunting consultant, Kingwood Forestry Services, Inc., P.O. Box 5887, Texarkana, TX 75505.

3. THE RIGHTS WHICH TAC GRANTS TO LICENSEE HERREUNDER SHALL CONSTITUTE A MERE LICENSE AND SHALL NOT BE CONSTRUED AS A SALE, TRANSFER, LEASE, PROFIT, OR OTHER DISPOSITION OF ANY INTEREST IN THE PROPERTY. LICENSEE'S EXERCISE OF ANY RIGHTS HEREUNDER IS PERMISSIVE ONLY AND IN NO SENSE ADVERSE TO THE TITLE, OWNERSHIP AND POSSESSION OF TAC. THE RIGHTS HEREIN GRANTED ARE SOLELY RESTRICTED TO HUNTING RIGHTS.

4. The term of this Agreement shall be for the period beginning on June 15, 2021, and ending on June 14, 2022, with two (2) one-year options, unless terminated earlier as provided herein. Upon expiration or cancellation of this Agreement, all rights granted hereunder shall be revoked and this Agreement shall be of no further force and effect; provide, however, the liability and obligations of Licensee hereunder shall survive the expiration or cancellation of this Agreement.

5. TAC reserves the right for itself and its contractors and agents to enter the Property at any time for any purpose. Licensee recognizes the primary right of licensor to the Property. Licensee shall not interfere with any of the rights of TAC.

6. No more than 1 hunter per 50 acres of the Tract may be hunting at the same time. Only one camp site may be maintained on the Property and TAC must approve the location of the camp site. Only one camp fire pit may be located on the camp site. No fires may be started on the Property other than in the camp site. All camp sites shall be maintained in a neat and orderly manner. Licensee shall keep the Property free of litter and debris at all times. All camp sites must be restored to the condition they were in at the commencement of the Term, including but not limited to filling and leveling of all holes and pits. All campsites must be approved by TAC before moving any equipment to the site.

7. No permanent structures may be erected upon the Property at any time. All temporary structures including but not limited to deer stands, game feeders and other property of Licensee, must have a tag on it with the name of the owner and a phone number where the owner can be reached, and must be removed from the Property prior to expiration of this Agreement. Any personal property of Licensee, its members, guests, invitees, agents, contractors or employees remaining on the Property at the end of the Term of this Agreement shall be deemed abandoned and shall become the property of TAC; alternatively, TAC may require Licensee to remove such personal property and or any structures constructed during the term of this Agreement, or TAC may remove any of the foregoing at Licensee's sole cost and expense.

8. Licensee may not occupy, use, remove, destruct or otherwise alter any improvements existing on the Property at the commencement of the Term of this Agreement.

9. No motor vehicles, other than four wheel all terrain vehicles, may be driven or parked on the Property other than on the access roadways to the Property or in the area of the camp site. Licensee and persons on the Property with the consent of Licensee shall not block the access roadways to the Property. Licensee shall make all reasonable efforts to avoid rutting of the Property. Licensee agrees to compensate TAC for the expense to repair damage to roadways and rutting of the Property by Licensee and those persons on the Property with the consent of Licensee. No motorcycles, dirt bikes, or other vehicles having less than 4 wheels may be used on the Property. All motor vehicles parked on or near access roads and the camp site shall have displayed on the dash of the vehicle clearly visible through the windshield a parking permit issued by TAC's consultant, Kingwood Forestry Services, Inc.-TX. Vehicles which do not have a parking permit visibly displayed as required are subject to being towed from the premises and impounded. The vehicle owner shall be responsible for paying, or reimbursing TAC or its consultant, all fees and charges owed for towing and storage of the vehicle.

10. Hunting may only be conducted using shotguns, muzzle loading long guns, rifles, and archery. No hunting, deer stands or blinds shall be allowed or permitted on or within fifty (50) feet of the roadways on or adjoining the Property, any railroad tracks on the Property, or within fifty (50) feet of the boundaries of the Property (Tract). Hunters must use appropriate safety equipment including but not limited to orange vests or jackets. No shooting across boundaries of the Property (Tract), railroad tracks, or adjoining roads may be conducted. Hunters shall report all game kills to TAC's consultant, Kingwood Forestry Services, Inc.-TX within two (2) business days after the kill. Cleaning of animals and/or dumping of carcasses in the right-of-way of roads is prohibited.

**11. The driving of nails, spikes, screws, bolts or any other metal object into any tree on the Property for building deer stands or for any other purpose is strictly prohibited.**

12. Licensee shall use the Property for hunting purposes only. Licensee shall compensate TAC for any damage to trees, roads, fences, buildings or other improvements located on the Property.

13. All local, state and federal laws, including but not limited to hunting regulations, shall be observed by Licensee, its members, guests, invitees, agents, employees and others on the Property with the consent of Licensee. If Licensee observes any illegal activity on the Property or on any other property in the vicinity of the Property, Licensee shall report such activity to TAC or its consultant Kingwood Forestry Services, Inc.-TX immediately.

14. Each and every person who intends to hunt upon the Property must prior to the initiation of the hunt execute and deliver to TAC's consultant, Kingwood Forestry Services, Inc.-TX the required HUNTER RELEASE, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT.

15. None of the rights granted herein may be assigned, transferred or sublicensed by Licensee. Licensee shall not engage in any guided hunting, fee hunting, or any other commercial hunting on the Property, nor permit any other persons to do so. Any attempted or purported assignment, transfer, sublicensing or commercial use by Licensee or any of its members, guests, invitees, agents, contractors or employees shall be void, and shall at TAC's election be cause for the immediate termination of this Agreement.

16. Licensee, its members, guests, invitees, agents, and employees shall enter the Property AT THEIR OWN RISK, and shall not use the Property in any manner which might interfere with the rights of TAC, its agents, contractors and employees including the right to cut and remove any trees or stumps from the Property. Licensee acknowledges and agrees that the Property is part of a former military installation, and is subject to environmental inspection, characterization and remediation in accordance with the terms of the documents whereby the United States of

America acting by and through the Department of the Army conveyed the Property to TAC, and it may be necessary for the Department of the Army and/or its contractors and/or TAC and/or its contractors to access the Property to conduct environmental activities upon the Property. In such event, TAC shall notify Licensee of the dates and times for such activity, and the right to hunt during such times may be limited or restricted as indicated by TAC in its notice to the Licensee. Furthermore, it may be necessary in some cases to limit hunting activities upon the Property or parts thereof during Department of the Army or TAC activities upon adjoining property which require the imposition of Blast Arcs upon the Property or parts thereof. In such event TAC shall notify Licensee of the time and location of the Blast Arcs and no hunting will be permitted during such times in said locations. In the event that a person uncovers, observes or otherwise becomes aware of military grade ammunition, projectiles, mines, grenades, or other munitions of concern, including but not limited to shell fragments and casings, the individual and the Licensee shall immediately move away from the area, mark the location of the materials upon a map or drawing of the area, and contact TAC during normal business hours at 903-223-9841, or call 911 emergency center during after hours, weekends and holidays or if TAC cannot be reached.

17. TAC reserves the right to restrict Licensee's use of the Property, including but not limited to prohibition of camp fires and open flames, if in the sole judgment of TAC weather condition present an extreme fire hazard to the timber located on the Property.

18. TAC reserves the right to impose additional restrictions on the use of the Property as may be necessary in the sole judgment of TAC to protect the Property or the game on the Property.

19. TAC has no responsibility for protecting the Property from trespass. Licensee shall have the right to post signs at all boundary lines and points of access to the property such as "Posted-No Hunting-Private Hunting Club Members Only". The club name may also be included on such signs. All such signs must be removed prior to the expiration of the Term of this Agreement.

20. IT IS UNDERSTOOD AND AGREED THAT LICENSEE ACCEPTS THE PROPERTY IN ITS PRESENT "AS IS" CONDITION. LICENSEE UNDERSTANDS THAT THERE MAY BE HIDDEN HAZARDS, INCLUDING BUT NOT LIMITED TO HOLES, FENCE WIRE, SNAKES, WELLS, SWAMPS, PONDS, HARMFUL PLANTS AND UNAUTHORIZED PERSONS ON THE PROPERTY, OR OTHER RISKS THAT MAY CAUSE INJURY OR DEATH. LICENSEE ASSUMES ALL THESE RISKS AS ITS OWN RESPONSIBILITY, AND AGREES TO HOLD TAC, ITS OFFICERS, DIRECTORS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF LOSS, DAMAGES, LIABILITIES, PERSONAL INJURIES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO COURT COSTS, LITIGATION EXPENSES AND ATTORNEYS' FEES) INCURRED AS A RESULT OF ANY INJURY TO OR DEATH OF ANY PERSON OR PERSONS OR ANY DAMAGE TO PROPERTY IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE ACTIVITIES OF LICENSEE, ITS MEMBERS, GUESTS, INVITEES,



AGENTS OR EMPLOYEES, OR ANY OTHER PERSON ON THE PROPERTY UNDER THE AUTHORITY OF THIS AGREEMENT. TAC IS AN AGRITOURISM ENTITY UNDER THIS LEASE AND IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES.

21. This Agreement may be terminated by TAC at any time for any breach of any term of this Agreement. Notice of Termination shall be in writing and may be hand delivered to Licensee, or any member thereof, or may be sent by mail to Licensee. Termination shall be effective immediately in the event of hand delivery, and on the third day after deposit of the notice in the mail addressed to Licensee at the address indicated below. Termination pursuant to this paragraph shall not entitle Licensee to a refund of the license fee. Termination pursuant to this paragraph shall disqualify Licensee and each member, partner or shareholder of Licensee from hunting on TAC property for the next three hunting years.

22. This Agreement may be cancelled by TAC at any time without cause upon thirty days written notice to Licensee mailed to the address indicated below. If this Agreement is cancelled pursuant to this paragraph, TAC shall refund to Licensee part of the license fee, prorated according to the number of days remaining in the term of this Agreement.

23. Licensee may terminate this Agreement at any time upon three days notice to TAC. If this Agreement is terminate by Licensee pursuant to this paragraph, no part of the license fee shall be refunded. Termination pursuant to this paragraph shall not release Licensee, its members, guests, invitees, agents or employees form the liabilities and indemnities provided in this agreement which shall survive the termination of this Agreement.

24. TAC is under no obligation to renew this Agreement, and Licensee has no priority rights or options to extend or renew this Agreement.

25. This agreement constitutes the entire agreement between TAC and Licensee with respect to the Property, rights and privileges addressed herein. All agreements, rights and privileges addressed herein which are binding upon or applicable to either TAC or Licensee shall also be binding upon and applicable to the heirs, successors and legal representatives of the parties.

26. No amendment to this Agreement shall be binding upon TAC or Licensee unless it is in writing and executed by both parties.

27. This Agreement and the rights and duties of the parties under it are governed by the laws of the State of Texas. Any litigation regarding the terms or enforcement of this Agreement shall be filed and maintained in the District Court of Bowie County, Texas.

28. Licensee shall furnish TAC and its consultant a list of its members, partners and/or shareholders and their addresses, together with their acceptance and agreement to be bound by the terms and conditions hereof on the form attached hereto as "Exhibit B" which is hereby incorporated and a part hereof.

29. The term "Licensee" as used herein means the Licensee named above together with its members, guests, invitees, agents, employees and all others on the Property with the consent of Licensee and/or its members.

30. Licensee shall provide general liability insurance in the amounts required by TAC by paying in addition to the license fee a portion of the premium upon a policy to be obtained by Kingwood Forestry Services, Inc.-TX on behalf of TAC.

Executed and effective as of the date of the later to sign of the parties.

\_\_\_\_\_  
By: Wayne Pardue  
Name: WAYNE PARDUÉ  
Title: LICENSEE  
Address: 206 MORNINGSIDE DR.  
HOOKS, TX 75561  
Telephone: 903-574-0534  
Date: 5/31/21

TexAmericas Center

By: \_\_\_\_\_  
Scott Norton  
Executive Director/CEO  
107 Chapel Lane  
New Boston, TX 75570  
Telephone: 903-223-9841  
Date: \_\_\_\_\_

TAC's Consultant:  
Kingwood Forestry Services, Inc.-TX  
P.O. Box 5887  
Texarkana, TX 75505  
Telephone: 903-831-5200

Exhibit A - Tract Map  
Exhibit B - Membership Information

## EXHIBIT B

## CLUB MEMBERSHIP INFORMATION

The undersigned, constituting all the members, owners, partners or shareholders of the Licensee hereby warrant and represent that we have each read the terms and conditions of the Hunting License Agreement, and we each, jointly and severally, accept said terms and agree to abide by and be bound to perform the terms as stated in said Hunting License Agreement.

- ✓ 1. Member's Name and Address:

Zachary Karr  
201 Morningside Drive  
Hooks, Tx, 75561  
903-276-8841

Zachary Karr  
 Member's signature

- ✓ 2. Member's Name and Address:

MIKE HOLLOMB  
3218 FM 1840  
NEW BOSTON, TX 75570

Mike Holcomb  
 Member's signature

- ✓ 3. Member's Name and Address:

JIM MACLINTOSH  
709 ANDERSON ST.  
NEW BOSTON, TX 75570

Jim MacIntosh  
 Member's signature

- ✓ 4. Member's Name and Address:

ROBERT CIGALVERO  
2357 TRELXER RD  
TEXARKANA TX 75501

Robert Cigalvero  
 Member's signature

- ✓ 5. Member's Name and Address:

WYATT PARDOE, STEVE BROWN  
104 MARBOT LN  
HOOKS, TX 75561

Wyatt Pardoe  
 Member's signature

- ✓ 6. Members Name and Address:

MICHAEL PATEY  
911 GARDEN RP.  
HOOKS, TX 75561

Michael Patey  
 Member's signature

(Continue on additional pages if necessary to have all member information and signatures.)

Wayne Pardue  
206 Morningside Drive  
Hooks, Texas 75561  
Cell: 903-571-0534  
Email: [wayne\\_pardue@yahoo.com](mailto:wayne_pardue@yahoo.com)

  
Member's Signature

EXHIBIT B

CLUB MEMBERSHIP INFORMATION

The undersigned, constituting all the members, owners, partners or shareholders of the Licensee hereby warrant and represent that we have each read the terms and conditions of the Hunting License Agreement, and we each, jointly and severally, accept said terms and agree to abide by and be bound to perform the terms as stated in said Hunting License Agreement.

1. Member's Name and Address:

✓ Kenneth Duhon SR  
408 RED RIVER RD SOUTH

Kenneth Duhon SR  
Member's signature

✓ 2. Member's Name and Address:

Corbin Holliday  
216 Roosevelt  
Hooks, TX 75561

Corbin Holliday  
Member's signature

✓ 3. Member's Name and Address:

Ray Duhon  
211 Rex  
Hooks, Tx 75561

Ray Duhon  
Member's signature

✓ 4. Member's Name and Address:

Adam Vernon  
3 Hlava Ln  
New Boston TX 75570

Adam Vernon  
Member's signature

✓ 5. Member's Name and Address:

Chris Arnold  
8510 W. New Boston Rd.  
Texarkana Tx 75585

Chris Arnold  
Member's signature

✓ 6. Members Name and Address:

Dewayne Frew  
400 NFrost  
New Boston TX 75570

Dewayne Frew  
Member's signature

(Continue on additional pages if necessary to have all member information and signatures.)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Zachary Kan  
**HUNTER'S ADDRESS:** 201 Marina Side Drive, Lewis, TX. 75561

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 6-1-21

Zachary Kan RV  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** WAYNE PAROSE  
**HUNTER'S ADDRESS:** 206 MORNING SIDE DR. ARLING TX 75521

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5/28/2021

  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** MICHAEL BATES  
**HUNTER'S ADDRESS:** 911 GARDEW RD.

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. Negligence of Property Owner. THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5/31/21

Michael Bates  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Dewitt Lanea  
**HUNTER'S ADDRESS:** 400 N Frost

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

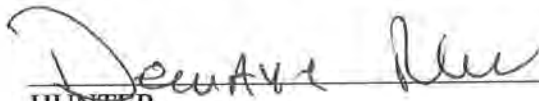
2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. Negligence of Property Owner. THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5-31-21

  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Chris Arnold  
**HUNTER'S ADDRESS:** 8510 W. New Boston Rd., Texas Kan. Tx 75501

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5-30-21

Chris Arnold  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Adam Vernon  
**HUNTER'S ADDRESS:** 3 Alana Ln New Boston TX 75571

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5-31-21

Adam Vernon  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Corbin Holliday  
**HUNTER'S ADDRESS:** 216 Roosevelt Hooks, TX 75561

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

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**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 05-29-21

Corbin Holliday  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Kenny Duhon SR  
**HUNTER'S ADDRESS:** 904 Red River Rd South

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (B) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5/28/21

Kenneth Duhon SR  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** STEVE BROWN  
**HUNTER'S ADDRESS:** 104 MARBOT

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5/31/21

  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** ROBERT CIGAINERO  
**HUNTER'S ADDRESS:** 2359 TREXLER AD

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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4. *Negligence of Property Owner.* **THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

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Date: 5/31/20

Robert Cigainero  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** JOE MACKINTOSH  
**HUNTER'S ADDRESS:** 709 ANDERSON ST.

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5/31/21

Joe Mackintosh  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** MIKE HOLCUMB  
**HUNTER'S ADDRESS:** 3218 FM 1940

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5/31/21

Mike Holcomb  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Ray Duhon  
**HUNTER'S ADDRESS:** 211 Rex Ave Hooks, TX

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVACY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

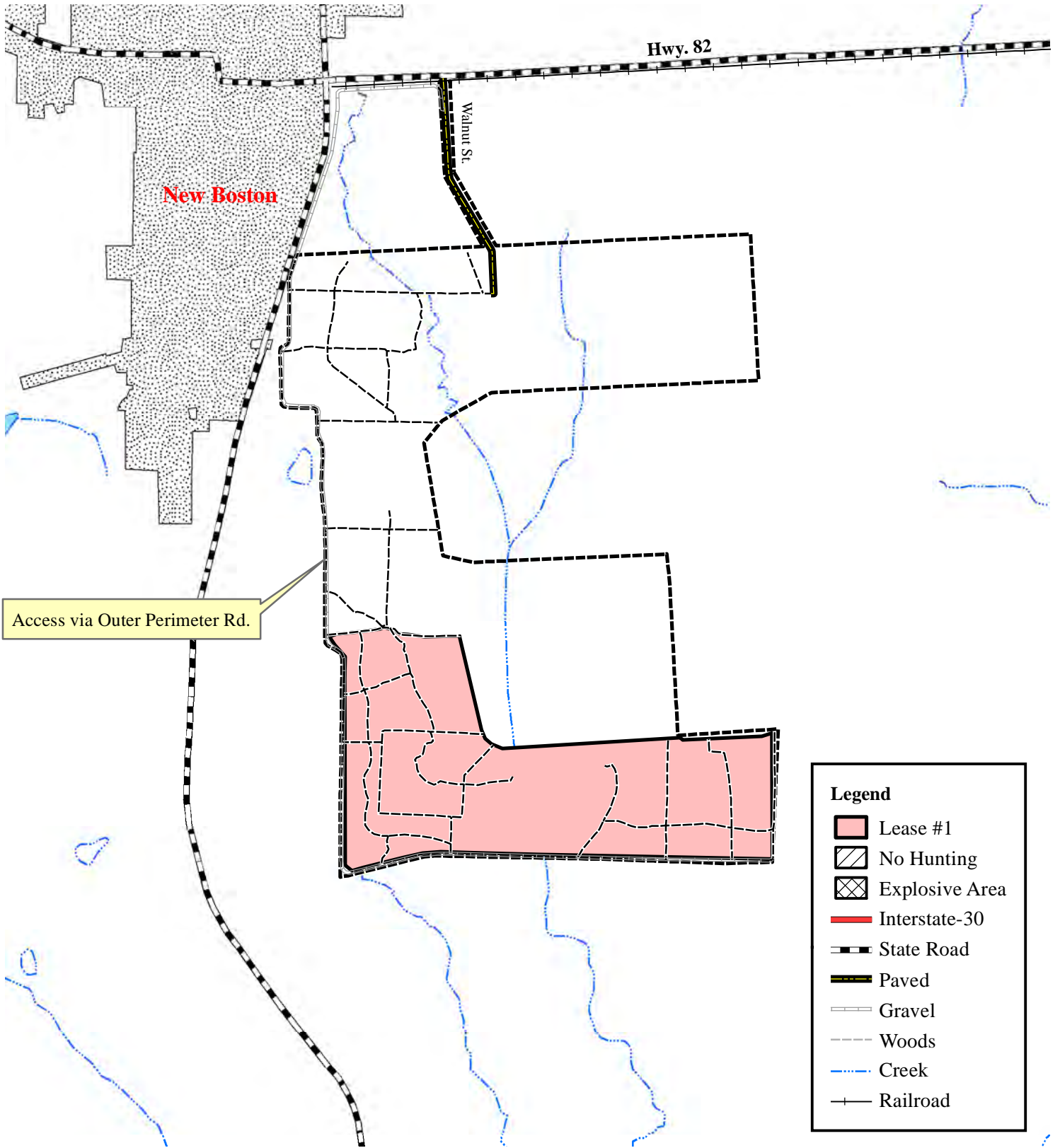
Date: 31 May 21

Ray Duhon  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

TexAmericas Center  
TAC-West  
Hunting Lease #1 Map  
+/- 872 Acres  
Bowie County, Texas



Access via Outer Perimeter Rd.

**Legend**

- Lease #1
- No Hunting
- Explosive Area
- Interstate-30
- State Road
- Paved
- Gravel
- Woods
- Creek
- Railroad



## HUNTING LICENSE AGREEMENT

This HUNTING LICENSE AGREEMENT, hereinafter called the "Agreement", is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between TexAmericas Center, 107 Chapel Lane, New Boston, Texas, hereinafter called "TAC", and Clay Carlisle, 6514 N. Kings Hwy, Texarkana, State of Texas, whether one or more, hereinafter called "Licensee".

For and in consideration of the sums to be paid by Licensee to TAC and the covenants herein stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between TAC and Licensee as follows:

1. TAC hereby grants to Licensee certain hunting rights, subject to the terms and conditions set forth here, on the property described below and on the map attached hereto as "Exhibit A", hereinafter called the "Property", and by reference made a part hereof:

Tract Number   2  

Approx. Acreage  772  (TAC makes no warranty or representation to the acreage)

Railroad tracks and corridors measured 25 feet on each side of the centerline of the tracks are excluded from the Property and may not be hunted.

2. Licensee shall pay a license fee to TAC upon execution of this Agreement in the amount of \$ 4,755.52 (\$6.16 per acre including insurance) by check payable to TAC's hunting consultant, Kingwood Forestry Services, Inc., P.O. Box 5887, Texarkana, TX 75505.

3. THE RIGHTS WHICH TAC GRANTS TO LICENSEE HERREUNDER SHALL CONSTITUTE A MERE LICENSE AND SHALL NOT BE CONSTRUED AS A SALE, TRANSFER, LEASE, PROFIT, OR OTHER DISPOSITION OF ANY INTEREST IN THE PROPERTY. LICENSEE'S EXERCISE OF ANY RIGHTS HEREUNDER IS PERMISSIVE ONLY AND IN NO SENSE ADVERSE TO THE TITLE, OWNERSHIP AND POSSESSION OF TAC. THE RIGHTS HEREIN GRANTED ARE SOLELY RESTRICTED TO HUNTING RIGHTS.

4. The term of this Agreement shall be for the period beginning on June 15, 2021, and ending on June 14, 2022, with two (2) one-year options, unless terminated earlier as provided herein. Upon expiration or cancellation of this Agreement, all rights granted hereunder shall be revoked and this Agreement shall be of no further force and effect; provide, however, the liability and obligations of Licensee hereunder shall survive the expiration or cancellation of this Agreement.

5. TAC reserves the right for itself and its contractors and agents to enter the Property at any time for any purpose. Licensee recognizes the primary right of licensor to the Property. Licensee shall not interfere with any of the rights of TAC.

6. No more than 1 hunter per 50 acres of the Tract may be hunting at the same time. Only one camp site may be maintained on the Property and TAC must approve the location of the camp site. Only one camp fire pit may be located on the camp site. No fires may be started on the Property other than in the camp site. All camp sites shall be maintained in a neat and orderly manner. Licensee shall keep the Property free of litter and debris at all times. All camp sites must be restored to the condition they were in at the commencement of the Term, including but not limited to filling and leveling of all holes and pits. All campsites must be approved by TAC before moving any equipment to the site.

7. No permanent structures may be erected upon the Property at any time. All temporary structures including but not limited to deer stands, game feeders and other property of Licensee, must have a tag on it with the name of the owner and a phone number where the owner can be reached, and must be removed from the Property prior to expiration of this Agreement. Any personal property of Licensee, its members, guests, invitees, agents, contractors or employees remaining on the Property at the end of the Term of this Agreement shall be deemed abandoned and shall become the property of TAC; alternatively, TAC may require Licensee to remove such personal property and or any structures constructed during the term of this Agreement, or TAC may remove any of the foregoing at Licensee's sole cost and expense.

8. Licensee may not occupy, use, remove, destruct or otherwise alter any improvements existing on the Property at the commencement of the Term of this Agreement.

9. No motor vehicles, other than four wheel all terrain vehicles, may be driven or parked on the Property other than on the access roadways to the Property or in the area of the camp site. Licensee and persons on the Property with the consent of Licensee shall not block the access roadways to the Property. Licensee shall make all reasonable efforts to avoid rutting of the Property. Licensee agrees to compensate TAC for the expense to repair damage to roadways and rutting of the Property by Licensee and those persons on the Property with the consent of Licensee. No motorcycles, dirt bikes, or other vehicles having less than 4 wheels may be used on the Property. All motor vehicles parked on or near access roads and the camp site shall have displayed on the dash of the vehicle clearly visible through the windshield a parking permit issued by TAC's consultant, Kingwood Forestry Services, Inc.-TX. Vehicles which do not have a parking permit visibly displayed as required are subject to being towed from the premises and impounded. The vehicle owner shall be responsible for paying, or reimbursing TAC or its consultant, all fees and charges owed for towing and storage of the vehicle.

10. Hunting may only be conducted using shotguns, muzzle loading long guns, rifles, and archery. No hunting, deer stands or blinds shall be allowed or permitted on or within fifty (50) feet of the roadways on or adjoining the Property, any railroad tracks on the Property, or within fifty (50) feet of the boundaries of the Property (Tract). Hunters must use appropriate safety equipment including but not limited to orange vests or jackets. No shooting across boundaries of the Property (Tract), railroad tracks, or adjoining roads may be conducted. Hunters shall report all game kills to TAC's consultant, Kingwood Forestry Services, Inc.-TX within two (2) business days after the kill. Cleaning of animals and/or dumping of carcasses in the right-of-way of roads is prohibited.

**11. The driving of nails, spikes, screws, bolts or any other metal object into any tree on the Property for building deer stands or for any other purpose is strictly prohibited.**

12. Licensee shall use the Property for hunting purposes only. Licensee shall compensate TAC for any damage to trees, roads, fences, buildings or other improvements located on the Property.

13. All local, state and federal laws, including but not limited to hunting regulations, shall be observed by Licensee, its members, guests, invitees, agents, employees and others on the Property with the consent of Licensee. If Licensee observes any illegal activity on the Property or on any other property in the vicinity of the Property, Licensee shall report such activity to TAC or its consultant Kingwood Forestry Services, Inc.-TX immediately.

14. Each and every person who intends to hunt upon the Property must prior to the initiation of the hunt execute and deliver to TAC's consultant, Kingwood Forestry Services, Inc.-TX the required HUNTER RELEASE, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT.

15. None of the rights granted herein may be assigned, transferred or sublicensed by Licensee. Licensee shall not engage in any guided hunting, fee hunting, or any other commercial hunting on the Property, nor permit any other persons to do so. Any attempted or purported assignment, transfer, sublicensing or commercial use by Licensee or any of its members, guests, invitees, agents, contractors or employees shall be void, and shall at TAC's election be cause for the immediate termination of this Agreement.

16. Licensee, its members, guests, invitees, agents, and employees shall enter the Property AT THEIR OWN RISK, and shall not use the Property in any manner which might interfere with the rights of TAC, its agents, contractors and employees including the right to cut and remove any trees or stumps from the Property. Licensee acknowledges and agrees that the Property is part of a former military installation, and is subject to environmental inspection, characterization and remediation in accordance with the terms of the documents whereby the United States of

America acting by and through the Department of the Army conveyed the Property to TAC, and it may be necessary for the Department of the Army and/or its contractors and/or TAC and/or its contractors to access the Property to conduct environmental activities upon the Property. In such event, TAC shall notify Licensee of the dates and times for such activity, and the right to hunt during such times may be limited or restricted as indicated by TAC in its notice to the Licensee. Furthermore, it may be necessary in some cases to limit hunting activities upon the Property or parts thereof during Department of the Army or TAC activities upon adjoining property which require the imposition of Blast Arcs upon the Property or parts thereof. In such event TAC shall notify Licensee of the time and location of the Blast Arcs and no hunting will be permitted during such times in said locations. In the event that a person uncovers, observes or otherwise becomes aware of military grade ammunition, projectiles, mines, grenades, or other munitions of concern, including but not limited to shell fragments and casings, the individual and the Licensee shall immediately move away from the area, mark the location of the materials upon a map or drawing of the area, and contact TAC during normal business hours at 903-223-9841, or call 911 emergency center during after hours, weekends and holidays or if TAC cannot be reached.

17. TAC reserves the right to restrict Licensee's use of the Property, including but not limited to prohibition of camp fires and open flames, if in the sole judgment of TAC weather condition present an extreme fire hazard to the timber located on the Property.

18. TAC reserves the right to impose additional restrictions on the use of the Property as may be necessary in the sole judgment of TAC to protect the Property or the game on the Property.

19. TAC has no responsibility for protecting the Property from trespass. Licensee shall have the right to post signs at all boundary lines and points of access to the property such as "Posted-No Hunting-Private Hunting Club Members Only". The club name may also be included on such signs. All such signs must be removed prior to the expiration of the Term of this Agreement.

20. IT IS UNDERSTOOD AND AGREED THAT LICENSEE ACCEPTS THE PROPERTY IN ITS PRESENT "AS IS" CONDITION. LICENSEE UNDERSTANDS THAT THERE MAY BE HIDDEN HAZARDS, INCLUDING BUT NOT LIMITED TO HOLES, FENCE WIRE, SNAKES, WELLS, SWAMPS, PONDS, HARMFUL PLANTS AND UNAUTHORIZED PERSONS ON THE PROPERTY, OR OTHER RISKS THAT MAY CAUSE INJURY OR DEATH. LICENSEE ASSUMES ALL THESE RISKS AS ITS OWN RESPONSIBILITY, AND AGREES TO HOLD TAC, ITS OFFICERS, DIRECTORS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF LOSS, DAMAGES, LIABILITIES, PERSONAL INJURIES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO COURT COSTS, LITIGATION EXPENSES AND ATTORNEYS' FEES) INCURRED AS A RESULT OF ANY INJURY TO OR DEATH OF ANY PERSON OR PERSONS OR ANY DAMAGE TO PROPERTY IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE ACTIVITIES OF LICENSEE, ITS MEMBERS, GUESTS, INVITEES,



AGENTS OR EMPLOYEES, OR ANY OTHER PERSON ON THE PROPERTY UNDER THE AUTHORITY OF THIS AGREEMENT. TAC IS AN AGRITOURISM ENTITY UNDER THIS LEASE AND IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES.

21. This Agreement may be terminated by TAC at any time for any breach of any term of this Agreement. Notice of Termination shall be in writing and may be hand delivered to Licensee, or any member thereof, or may be sent by mail to Licensee. Termination shall be effective immediately in the event of hand delivery, and on the third day after deposit of the notice in the mail addressed to Licensee at the address indicated below. Termination pursuant to this paragraph shall not entitle Licensee to a refund of the license fee. Termination pursuant to this paragraph shall disqualify Licensee and each member, partner or shareholder of Licensee from hunting on TAC property for the next three hunting years.

22. This Agreement may be cancelled by TAC at any time without cause upon thirty days written notice to Licensee mailed to the address indicated below. If this Agreement is cancelled pursuant to this paragraph, TAC shall refund to Licensee part of the license fee, prorated according to the number of days remaining in the term of this Agreement.

23. Licensee may terminate this Agreement at any time upon three days notice to TAC. If this Agreement is terminate by Licensee pursuant to this paragraph, no part of the license fee shall be refunded. Termination pursuant to this paragraph shall not release Licensee, its members, guests, invitees, agents or employees form the liabilities and indemnities provided in this agreement which shall survive the termination of this Agreement.

24. TAC is under no obligation to renew this Agreement, and Licensee has no priority rights or options to extend or renew this Agreement.

25. This agreement constitutes the entire agreement between TAC and Licensee with respect to the Property, rights and privileges addressed herein. All agreements, rights and privileges addressed herein which are binding upon or applicable to either TAC or Licensee shall also be binding upon and applicable to the heirs, successors and legal representatives of the parties.

26. No amendment to this Agreement shall be binding upon TAC or Licensee unless it is in writing and executed by both parties.

27. This Agreement and the rights and duties of the parties under it are governed by the laws of the State of Texas. Any litigation regarding the terms or enforcement of this Agreement shall be filed and maintained in the District Court of Bowie County, Texas.



28. Licensee shall furnish TAC and its consultant a list of its members, partners and/or shareholders and their addresses, together with their acceptance and agreement to be bound by the terms and conditions hereof on the form attached hereto as "Exhibit B" which is hereby incorporated and a part hereof.

29. The term "Licensee" as used herein means the Licensee named above together with its members, guests, invitees, agents, employees and all others on the Property with the consent of Licensee and/or its members.

30. Licensee shall provide general liability insurance in the amounts required by TAC by paying in addition to the license fee a portion of the premium upon a policy to be obtained by Kingwood Forestry Services, Inc.-TX on behalf of TAC.

Executed and effective as of the date of the later to sign of the parties.

\_\_\_\_\_  
By: CC  
Name: Clay Carlisle  
Title: \_\_\_\_\_  
Address: 6514 W King c  
TX, TX, 75503  
Telephone: 903-556-1456  
Date: 6-1-21

TexAmericas Center

By: \_\_\_\_\_  
Scott Norton  
Executive Director/CEO  
107 Chapel Lane  
New Boston, TX 75570  
Telephone: 903-223-9841  
Date: \_\_\_\_\_

TAC's Consultant:  
Kingwood Forestry Services, Inc.-TX  
P.O. Box 5887  
Texarkana, TX 75505  
Telephone: 903-831-5200

Exhibit A - Tract Map  
Exhibit B - Membership Information

EXHIBIT B

CLUB MEMBERSHIP INFORMATION

The undersigned, constituting all the members, owners, partners or shareholders of the Licensee hereby warrant and represent that we have each read the terms and conditions of the Hunting License Agreement, and we each, jointly and severally, accept said terms and agree to abide by and be bound to perform the terms as stated in said Hunting License Agreement.

1. Member's Name and Address:

✓ Eric McGregor  
1794 C.R. 3004  
New Boston Tx. 75570

Eric McGregor

Member's signature

2. Member's Name and Address:

✓ Justin Miller  
504 Ruff St  
New Boston Tx 75570

Justin Miller

Member's signature

3. Member's Name and Address:

✓ Kristopher Barron  
1546 C.R. 3004  
New Boston Tx. 75570

Kristopher Barron

Member's signature

4. Member's Name and Address:

✓ Jason Autrey  
749 FM 3098  
Maud, TX 75567

Jason Autrey

Member's signature

5. Member's Name and Address:

✓ Matthew Letts  
2210 FM 250th  
Hughes Springs, TX  
75656

Matthew Letts

Member's signature

6. Members Name and Address:

✓ Derek McKeever  
624 Red Oak Rd.  
maud, Tx 75567

Derek McKeever

Member's signature

(Continue on additional pages if necessary to have all member information and signatures.)

EXHIBIT B

CLUB MEMBERSHIP INFORMATION

The undersigned, constituting all the members, owners, partners or shareholders of the Licensee hereby warrant and represent that we have each read the terms and conditions of the Hunting License Agreement, and we each, jointly and severally, accept said terms and agree to abide by and be bound to perform the terms as stated in said Hunting License Agreement.

1. Member's Name and Address:

✓ Logan McGregor  
1490 Cr 3009  
New Boston, Tx. 75570

Logan McGregor  
Member's signature

2. Member's Name and Address:

✓ Cory William Espinoza  
574 CR 4108  
New Boston, Tx. 75570

Cory Espinoza  
Member's signature

✓ 3. Member's Name and Address:

Chas Wesson  
21 Country Ln.  
Texarkana Tx. 75504

Chas Wesson  
Member's signature

✓ 4. Member's Name and Address:

Rod Page  
759 CR 2103  
New Boston Tx. 75570

Rod Page  
Member's signature

✓ 5. Member's Name and Address:

James Jones  
3201 Jason Ln.  
Texarkana Tx. 75503

James Jones  
Member's signature

✓ 6. Members Name and Address:

Clay Carlisle  
4584 N Kings  
TXK TX

Clay Carlisle  
Member's signature

(Continue on additional pages if necessary to have all member information and signatures.)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Justin Miller  
**HUNTER'S ADDRESS:** 504 Ruff St. New Boston, TX 75570

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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Date: 6-3-21

  
\_\_\_\_\_  
HUNTER

Date: 6-3-21

  
\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: Chas Wasson  
HUNTER'S ADDRESS: 21 country Ln. Texarkana Tx 75501

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVACY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: \_\_\_\_\_

Date: 6-1-21

\_\_\_\_\_  
HUNTER

Chas Wasson

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Clay Carlisle  
**HUNTER'S ADDRESS:** 6514 W Kings Hwy

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 6-1-21

  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: Seth Miller  
HUNTER'S ADDRESS: 504 Ruff St. New Boston TX 75570

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (B) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5-30-21

Seth Miller

HUNTER

Date: 5-30-21

Justin Miller

HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center/  
HUNTER: Bryce Miller  
HUNTER'S ADDRESS: 504 Ruff St. New Boston TX 75570

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5-30-21

Bryce Miller  
HUNTER

Date: 5-30-21

Justin Miller  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: Cayden Lane Espinoza  
HUNTER'S ADDRESS: 574 CR 4108 New Boston TX 7570

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5-30-21

Cayden Lane Espinoza  
HUNTER

Date: 5-30-21

Cory Espinoza  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: Matthew Letts  
HUNTER'S ADDRESS: \_\_\_\_\_

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (B) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5/30/21

Annabelle Porse  
HUNTER

Date: \_\_\_\_\_

[Signature]  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: Matthew Lefts  
HUNTER'S ADDRESS: 2210 FM 250N. Hughes Springs, TX 75656

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5/30/21

Madelyn Pense  
HUNTER

Date: \_\_\_\_\_

MM  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: Derek McKeever  
HUNTER'S ADDRESS: 624 Red Oak Rd. Maud, Tx. 75567

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (B) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5-30-21

David McKeever  
HUNTER

Date: 5-30-21

Derek McKeever  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: Chas Wasson  
HUNTER'S ADDRESS: 21 Corners Ln Texasland TX 75501

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

4. ***Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 6-1-21

Reagan Wasson  
HUNTER

Date: 6-1-21

Chas Wasson  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Rod Jaffe  
**HUNTER'S ADDRESS:** 759 CR 2103 New Boston TX 75551

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

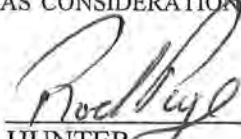
2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: \_\_\_\_\_

  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: JAMES (SID) JONES 923-244-8202 YVONNE JONES (WIFE)  
HUNTER'S ADDRESS: 3201 JASON LN  
TEXARKANA TX 75503

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (B) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 6/11

  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West

**PROPERTY OWNER:** TexAmericas Center

**HUNTER:** Logan McGregor

**HUNTER'S ADDRESS:** 1490 CS 3004 VB TX, 75570

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (B) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 6-4-21

Logan McGregor  
HUNTER

Date: 6-4-21

Logan McGregor  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Cory William Espinoza  
**HUNTER'S ADDRESS:** 574 CR 4108 New Boston TX 75570

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (B) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 6-3-21

Cory Espinoza  
HUNTER

Date: 6-3-21

Cory Espinoza  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Eric McGregor  
**HUNTER'S ADDRESS:** 1794 C.R. 3004 New Boston Tx. 75570

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 6-4-21

Eric McGregor  
HUNTER

Date: 6-4-21

Eric McGregor  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Kristopher Barron  
**HUNTER'S ADDRESS:** 1546 C.R. 3004 New Boston Tx. 75570

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (B) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 6-4-21

Kristopher Barron  
HUNTER

Date: 6-4-21

Kristopher Barron  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: Cynthia Roberts  
HUNTER'S ADDRESS: 1794 C.R. 3004 New Boston Tx. 75570

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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4. ***Negligence of Property Owner. THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.***

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 6-4-21

Cynthia Roberts  
HUNTER

Date: 6-4-21

Cynthia Roberts  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West

**PROPERTY OWNER:** TexAmericas Center

**HUNTER:**

**HUNTER'S ADDRESS:** David Dills  
200 Sheridan St. Hoeks TX 75561

*Guest*

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (B) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 6-3-21

David Dills  
HUNTER

Date: 6-3-21

[Signature]  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Cora Letts  
**HUNTER'S ADDRESS:** 2210 PM 250 N. Hughes Springs, TX 75056

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 6-3-21

Cora Letts  
HUNTER

Date: 6-3-21

Cora Letts  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: Belinda Jungers  
HUNTER'S ADDRESS: 624 Red Oak Rd. Maud, Tx. 75567

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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4. ***Negligence of Property Owner. THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.***

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 6-3-21

Belinda Jungers  
HUNTER

Date: 6-3-21

Belinda Jungers  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: Jason Autrey  
HUNTER'S ADDRESS: 749 FM 3098 Naudox TX 75367

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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Date: 5-28-21

Jason Autrey  
HUNTER

Date: 6-3-21

Jason Autrey  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: Coby Miller  
HUNTER'S ADDRESS: 504 Ruff St. New Boston TX 75570

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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Date: 6-3-21

Coby Miller  
HUNTER

Date: 6-3-21

[Signature]  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Megan Parker  
**HUNTER'S ADDRESS:** 3001 Sterling Street Texarkana TX, 75503

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (B) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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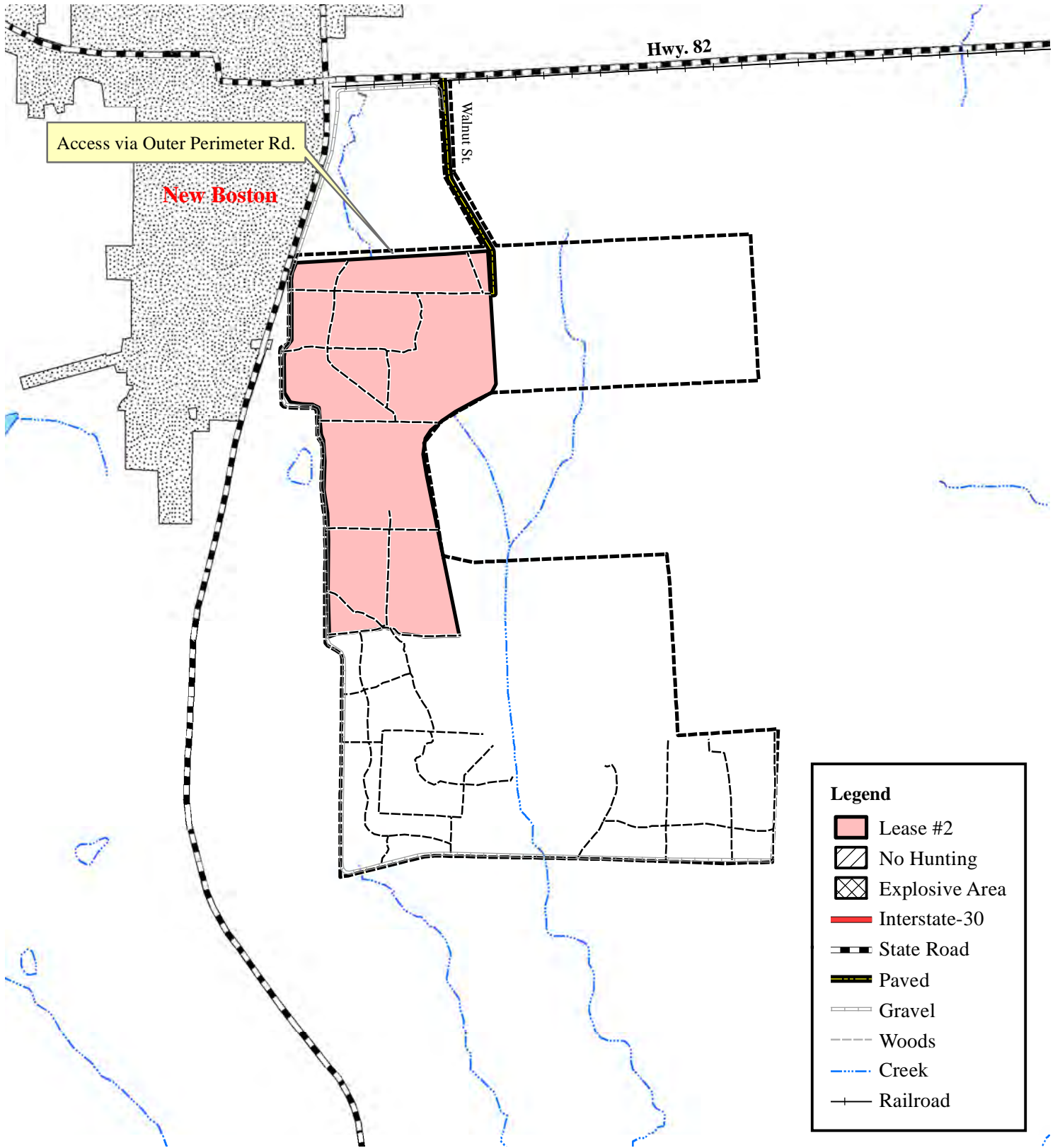
Date: 6-4-21

Megan Parker  
HUNTER

Date: 6-4-21

Megan Parker  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

TexAmericas Center  
TAC-West  
Hunting Lease #2 Map  
+/- 772 Acres  
Bowie County, Texas



Access via Outer Perimeter Rd.

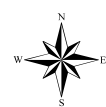
New Boston

Walnut St.

Hwy. 82

**Legend**

- Lease #2
- No Hunting
- Explosive Area
- Interstate-30
- State Road
- Paved
- Gravel
- Woods
- Creek
- Railroad



Tiger Data  
Printed: September, 2015  
Printed By: PWW

## HUNTING LICENSE AGREEMENT

This HUNTING LICENSE AGREEMENT, hereinafter called the "Agreement", is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, between TexAmericas Center, 107 Chapel Lane, New Boston, Texas, hereinafter called "TAC", and Mike Lockard, 76 Valley Road, Texarkana, State of Texas, whether one or more, hereinafter called "Licensee".

For and in consideration of the sums to be paid by Licensee to TAC and the covenants herein stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between TAC and Licensee as follows:

1. TAC hereby grants to Licensee certain hunting rights, subject to the terms and conditions set forth here, on the property described below and on the map attached hereto as "Exhibit A", hereinafter called the "Property", and by reference made a part hereof:

Tract Number   3  

Approx. Acreage  522  (TAC makes no warranty or representation to the acreage)

Railroad tracks and corridors measured 25 feet on each side of the centerline of the tracks are excluded from the Property and may not be hunted.

2. Licensee shall pay a license fee to TAC upon execution of this Agreement in the amount of \$ 3,215.52 (\$6.16 per acre including insurance) by check payable to TAC's hunting consultant, Kingwood Forestry Services, Inc., P.O. Box 5887, Texarkana, TX 75505.

3. THE RIGHTS WHICH TAC GRANTS TO LICENSEE HERREUNDER SHALL CONSTITUTE A MERE LICENSE AND SHALL NOT BE CONSTRUED AS A SALE, TRANSFER, LEASE, PROFIT, OR OTHER DISPOSITION OF ANY INTEREST IN THE PROPERTY. LICENSEE'S EXERCISE OF ANY RIGHTS HEREUNDER IS PERMISSIVE ONLY AND IN NO SENSE ADVERSE TO THE TITLE, OWNERSHIP AND POSSESSION OF TAC. THE RIGHTS HEREIN GRANTED ARE SOLELY RESTRICTED TO HUNTING RIGHTS.

4. The term of this Agreement shall be for the period beginning on June 15, 2021, and ending on June 14, 2022, with two (2) one-year options, unless terminated earlier as provided herein. Upon expiration or cancellation of this Agreement, all rights granted hereunder shall be revoked and this Agreement shall be of no further force and effect; provide, however, the liability and obligations of Licensee hereunder shall survive the expiration or cancellation of this Agreement.

5. TAC reserves the right for itself and its contractors and agents to enter the Property at any time for any purpose. Licensee recognizes the primary right of licensor to the Property. Licensee shall not interfere with any of the rights of TAC.

6. No more than 1 hunter per 50 acres of the Tract may be hunting at the same time. Only one camp site may be maintained on the Property and TAC must approve the location of the camp site. Only one camp fire pit may be located on the camp site. No fires may be started on the Property other than in the camp site. All camp sites shall be maintained in a neat and orderly manner. Licensee shall keep the Property free of litter and debris at all times. All camp sites must be restored to the condition they were in at the commencement of the Term, including but not limited to filling and leveling of all holes and pits. All campsites must be approved by TAC before moving any equipment to the site.

7. No permanent structures may be erected upon the Property at any time. All temporary structures including but not limited to deer stands, game feeders and other property of Licensee, must have a tag on it with the name of the owner and a phone number where the owner can be reached, and must be removed from the Property prior to expiration of this Agreement. Any personal property of Licensee, its members, guests, invitees, agents, contractors or employees remaining on the Property at the end of the Term of this Agreement shall be deemed abandoned and shall become the property of TAC; alternatively, TAC may require Licensee to remove such personal property and or any structures constructed during the term of this Agreement, or TAC may remove any of the foregoing at Licensee's sole cost and expense.

8. Licensee may not occupy, use, remove, destruct or otherwise alter any improvements existing on the Property at the commencement of the Term of this Agreement.

9. No motor vehicles, other than four wheel all terrain vehicles, may be driven or parked on the Property other than on the access roadways to the Property or in the area of the camp site. Licensee and persons on the Property with the consent of Licensee shall not block the access roadways to the Property. Licensee shall make all reasonable efforts to avoid rutting of the Property. Licensee agrees to compensate TAC for the expense to repair damage to roadways and rutting of the Property by Licensee and those persons on the Property with the consent of Licensee. No motorcycles, dirt bikes, or other vehicles having less than 4 wheels may be used on the Property. All motor vehicles parked on or near access roads and the camp site shall have displayed on the dash of the vehicle clearly visible through the windshield a parking permit issued by TAC's consultant, Kingwood Forestry Services, Inc.-TX. Vehicles which do not have a parking permit visibly displayed as required are subject to being towed from the premises and impounded. The vehicle owner shall be responsible for paying, or reimbursing TAC or its consultant, all fees and charges owed for towing and storage of the vehicle.

10. Hunting may only be conducted using shotguns, muzzle loading long guns, rifles, and archery. No hunting, deer stands or blinds shall be allowed or permitted on or within fifty (50) feet of the roadways on or adjoining the Property, any railroad tracks on the Property, or within fifty (50) feet of the boundaries of the Property (Tract). Hunters must use appropriate safety equipment including but not limited to orange vests or jackets. No shooting across boundaries of the Property (Tract), railroad tracks, or adjoining roads may be conducted. Hunters shall report all game kills to TAC's consultant, Kingwood Forestry Services, Inc.-TX within two (2) business days after the kill. Cleaning of animals and/or dumping of carcasses in the right-of-way of roads is prohibited.

**11. The driving of nails, spikes, screws, bolts or any other metal object into any tree on the Property for building deer stands or for any other purpose is strictly prohibited.**

12. Licensee shall use the Property for hunting purposes only. Licensee shall compensate TAC for any damage to trees, roads, fences, buildings or other improvements located on the Property.

13. All local, state and federal laws, including but not limited to hunting regulations, shall be observed by Licensee, its members, guests, invitees, agents, employees and others on the Property with the consent of Licensee. If Licensee observes any illegal activity on the Property or on any other property in the vicinity of the Property, Licensee shall report such activity to TAC or its consultant Kingwood Forestry Services, Inc.-TX immediately.

14. Each and every person who intends to hunt upon the Property must prior to the initiation of the hunt execute and deliver to TAC's consultant, Kingwood Forestry Services, Inc.-TX the required HUNTER RELEASE, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT.

15. None of the rights granted herein may be assigned, transferred or sublicensed by Licensee. Licensee shall not engage in any guided hunting, fee hunting, or any other commercial hunting on the Property, nor permit any other persons to do so. Any attempted or purported assignment, transfer, sublicensing or commercial use by Licensee or any of its members, guests, invitees, agents, contractors or employees shall be void, and shall at TAC's election be cause for the immediate termination of this Agreement.

16. Licensee, its members, guests, invitees, agents, and employees shall enter the Property AT THEIR OWN RISK, and shall not use the Property in any manner which might interfere with the rights of TAC, its agents, contractors and employees including the right to cut and remove any trees or stumps from the Property. Licensee acknowledges and agrees that the Property is part of a former military installation, and is subject to environmental inspection, characterization and remediation in accordance with the terms of the documents whereby the United States of



America acting by and through the Department of the Army conveyed the Property to TAC, and it may be necessary for the Department of the Army and/or its contractors and/or TAC and/or its contractors to access the Property to conduct environmental activities upon the Property. In such event, TAC shall notify Licensee of the dates and times for such activity, and the right to hunt during such times may be limited or restricted as indicated by TAC in its notice to the Licensee. Furthermore, it may be necessary in some cases to limit hunting activities upon the Property or parts thereof during Department of the Army or TAC activities upon adjoining property which require the imposition of Blast Arcs upon the Property or parts thereof. In such event TAC shall notify Licensee of the time and location of the Blast Arcs and no hunting will be permitted during such times in said locations. In the event that a person uncovers, observes or otherwise becomes aware of military grade ammunition, projectiles, mines, grenades, or other munitions of concern, including but not limited to shell fragments and casings, the individual and the Licensee shall immediately move away from the area, mark the location of the materials upon a map or drawing of the area, and contact TAC during normal business hours at 903-223-9841, or call 911 emergency center during after hours, weekends and holidays or if TAC cannot be reached.

17. TAC reserves the right to restrict Licensee's use of the Property, including but not limited to prohibition of camp fires and open flames, if in the sole judgment of TAC weather condition present an extreme fire hazard to the timber located on the Property.

18. TAC reserves the right to impose additional restrictions on the use of the Property as may be necessary in the sole judgment of TAC to protect the Property or the game on the Property.

19. TAC has no responsibility for protecting the Property from trespass. Licensee shall have the right to post signs at all boundary lines and points of access to the property such as "Posted-No Hunting-Private Hunting Club Members Only". The club name may also be included on such signs. All such signs must be removed prior to the expiration of the Term of this Agreement.

20. IT IS UNDERSTOOD AND AGREED THAT LICENSEE ACCEPTS THE PROPERTY IN ITS PRESENT "AS IS" CONDITION. LICENSEE UNDERSTANDS THAT THERE MAY BE HIDDEN HAZARDS, INCLUDING BUT NOT LIMITED TO HOLES, FENCE WIRE, SNAKES, WELLS, SWAMPS, PONDS, HARMFUL PLANTS AND UNAUTHORIZED PERSONS ON THE PROPERTY, OR OTHER RISKS THAT MAY CAUSE INJURY OR DEATH. LICENSEE ASSUMES ALL THESE RISKS AS ITS OWN RESPONSIBILITY, AND AGREES TO HOLD TAC, ITS OFFICERS, DIRECTORS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF LOSS, DAMAGES, LIABILITIES, PERSONAL INJURIES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO COURT COSTS, LITIGATION EXPENSES AND ATTORNEYS' FEES) INCURRED AS A RESULT OF ANY INJURY TO OR DEATH OF ANY PERSON OR PERSONS OR ANY DAMAGE TO PROPERTY IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE ACTIVITIES OF LICENSEE, ITS MEMBERS, GUESTS, INVITEES,



AGENTS OR EMPLOYEES, OR ANY OTHER PERSON ON THE PROPERTY UNDER THE AUTHORITY OF THIS AGREEMENT. TAC IS AN AGRITOURISM ENTITY UNDER THIS LEASE AND IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES.

21. This Agreement may be terminated by TAC at any time for any breach of any term of this Agreement. Notice of Termination shall be in writing and may be hand delivered to Licensee, or any member thereof, or may be sent by mail to Licensee. Termination shall be effective immediately in the event of hand delivery, and on the third day after deposit of the notice in the mail addressed to Licensee at the address indicated below. Termination pursuant to this paragraph shall not entitle Licensee to a refund of the license fee. Termination pursuant to this paragraph shall disqualify Licensee and each member, partner or shareholder of Licensee from hunting on TAC property for the next three hunting years.

22. This Agreement may be cancelled by TAC at any time without cause upon thirty days written notice to Licensee mailed to the address indicated below. If this Agreement is cancelled pursuant to this paragraph, TAC shall refund to Licensee part of the license fee, prorated according to the number of days remaining in the term of this Agreement.

23. Licensee may terminate this Agreement at any time upon three days notice to TAC. If this Agreement is terminate by Licensee pursuant to this paragraph, no part of the license fee shall be refunded. Termination pursuant to this paragraph shall not release Licensee, its members, guests, invitees, agents or employees form the liabilities and indemnities provided in this agreement which shall survive the termination of this Agreement.

24. TAC is under no obligation to renew this Agreement, and Licensee has no priority rights or options to extend or renew this Agreement.

25. This agreement constitutes the entire agreement between TAC and Licensee with respect to the Property, rights and privileges addressed herein. All agreements, rights and privileges addressed herein which are binding upon or applicable to either TAC or Licensee shall also be binding upon and applicable to the heirs, successors and legal representatives of the parties.

26. No amendment to this Agreement shall be binding upon TAC or Licensee unless it is in writing and executed by both parties.

27. This Agreement and the rights and duties of the parties under it are governed by the laws of the State of Texas. Any litigation regarding the terms or enforcement of this Agreement shall be filed and maintained in the District Court of Bowie County, Texas.

28. Licensee shall furnish TAC and its consultant a list of its members, partners and/or shareholders and their addresses, together with their acceptance and agreement to be bound by the terms and conditions hereof on the form attached hereto as "Exhibit B" which is hereby incorporated and a part hereof.

29. The term "Licensee" as used herein means the Licensee named above together with its members, guests, invitees, agents, employees and all others on the Property with the consent of Licensee and/or its members.

30. Licensee shall provide general liability insurance in the amounts required by TAC by paying in addition to the license fee a portion of the premium upon a policy to be obtained by Kingwood Forestry Services, Inc.-TX on behalf of TAC.

Executed and effective as of the date of the later to sign of the parties.

\_\_\_\_\_

TexAmericas Center

By: \_\_\_\_\_  
Name: Mike Lockard  
Title: Northside Club Pres  
Address: 76 Valley Rd  
Texarkana, TX  
Telephone: 903-701-3061  
Date: 6-1-21

By: \_\_\_\_\_  
Scott Norton  
Executive Director/CEO  
107 Chapel Lane  
New Boston, TX 75570  
Telephone: 903-223-9841  
Date: \_\_\_\_\_

TAC's Consultant:  
Kingwood Forestry Services, Inc.-TX  
P.O. Box 5887  
Texarkana, TX 75505  
Telephone: 903-831-5200

Exhibit A - Tract Map  
Exhibit B - Membership Information

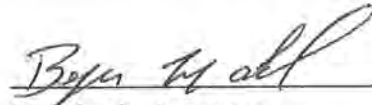
EXHIBIT B

CLUB MEMBERSHIP INFORMATION

The undersigned, constituting all the members, owners, partners or shareholders of the Licensee hereby warrant and represent that we have each read the terms and conditions of the Hunting License Agreement, and we each, jointly and severally, accept said terms and agree to abide by and be bound to perform the terms as stated in said Hunting License Agreement.

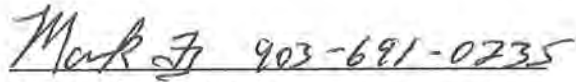
1. Member's Name and Address:

Benjamin Mitchell Cobb  
861 MYRTLE Springs Rd  
Texarkana, TX 75503

  
Member's signature

2. Member's Name and Address:

MARK FIZY  
108 ARNOLD LANE  
TEXARKANA, TX 75503

 903-691-0235  
Member's signature

3. Member's Name and Address:

Chuck Francis  
9 Country Lane  
Texarkana, TX 75501

  
Member's signature

4. Member's Name and Address:

TOMMIE AYERS  
250 W. Starlite Dr  
Texarkana, TX 75501

  
Member's signature

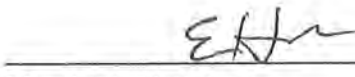
5. Member's Name and Address:

Mike Lockard  
The Valley Road  
Texarkana, TX 75503

  
Member's signature

6. Members Name and Address:

Eddy Hackleman  
524 Oakhill Rd  
Texarkana TX 75501

  
Member's signature

(Continue on additional pages if necessary to have all member information and signatures.)

EXHIBIT B

CLUB MEMBERSHIP INFORMATION

The undersigned, constituting all the members, owners, partners or shareholders of the Licensee hereby warrant and represent that we have each read the terms and conditions of the Hunting License Agreement, and we each, jointly and severally, accept said terms and agree to abide by and be bound to perform the terms as stated in said Hunting License Agreement.

1. Member's Name and Address:

Joe Hackleman  
PO Box 129  
Wash, Tx 75569

Joe Hackleman  
Member's signature

2. Member's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

3. Member's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

4. Member's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

5. Member's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

6. Members Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

(Continue on additional pages if necessary to have all member information and signatures.)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** BENJAMIN MITCHELL COBB  
**HUNTER'S ADDRESS:** 861 MYRTLE SPRING RD TEXARKANA, TX

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5/22/21

Ben M. Cobb  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** MARK FRY 903-691-0235  
**HUNTER'S ADDRESS:** 102 ARNOLD LAVE TEXARKANA, TX 75503

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

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4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5/18/21

Mark Fry  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: Chuck Fricks  
HUNTER'S ADDRESS: 9 Country Ln Teraokana, TX 75501

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (B) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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4. **Negligence of Property Owner. THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5-23-2021

  
\_\_\_\_\_  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: TOMMIE AYERS  
HUNTER'S ADDRESS: 250 W. STARLITE DR TEXARKANA, TX 75501

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5/19/21

  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: Eddy Harkleman  
HUNTER'S ADDRESS: 524 Oak Hill Rd Texarkana, Tx 75501

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (B) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: May, 30, 2021

E.H.  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: Joe Hacklemo  
HUNTER'S ADDRESS: PO Box 129 Wash, TX 75569

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5/29/21

Joe Hacklemo  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: Audrey Fricks  
HUNTER'S ADDRESS: 9 Country Ln Texarkana, TX 75501

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVACY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 05/23/21

Audrey Fricks  
HUNTER

Date: 5/23/2021

Chuck Fricks  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: BRANDON AYERS  
HUNTER'S ADDRESS: 7504 PALISADES TEXARKANA, TX 75503

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5/26/21

  
\_\_\_\_\_  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: CHRISTOPHER AYERS  
HUNTER'S ADDRESS: 7504 PALISADES TEXARKANA, TX 75503

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVACY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: May 26 2021

CHAYERS  
HUNTER

Date: 5-21-21

[Signature]  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: KATHERINE AYERS  
HUNTER'S ADDRESS: 7504 PALISADES TEXARKANA, TX 75503

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5-26-21

Katherine Ayers  
HUNTER

Date: 5-26-21

CBIA  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: DANIEL AYERS  
HUNTER'S ADDRESS: 7504 PALMSADES TEXARKANA, TX 75503

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (B) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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Date: 5-26-21

Daniel Ayers

HUNTER

Date: 5-26-21

[Signature]

HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: DANIEL DUNN  
HUNTER'S ADDRESS: 6294 SLEEPY HOLLOW AVE TEXARKANA, TX 75504

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (B) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

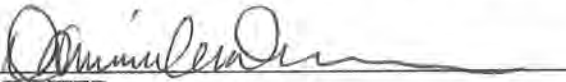
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5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5-26-2021

  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: Mike Lockard  
HUNTER'S ADDRESS: 76 Valley Road, TexasKenna, TX

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

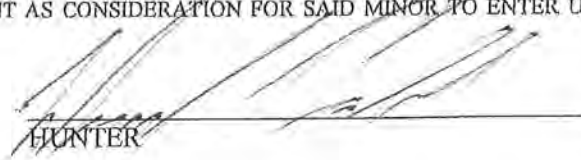
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4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 2 Jan 21

  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: Alex Lockard  
HUNTER'S ADDRESS: 2119 Garland Ave, Texarkana, Ark

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

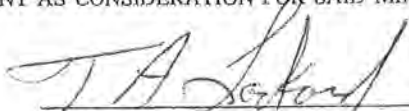
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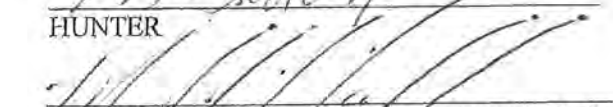
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5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 6 Jun 21

  
HUNTER

Date: 6 Jun 21

  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: Wick Lockard  
HUNTER'S ADDRESS: 30 Worcester Drive Bella Vista, AR 72714

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

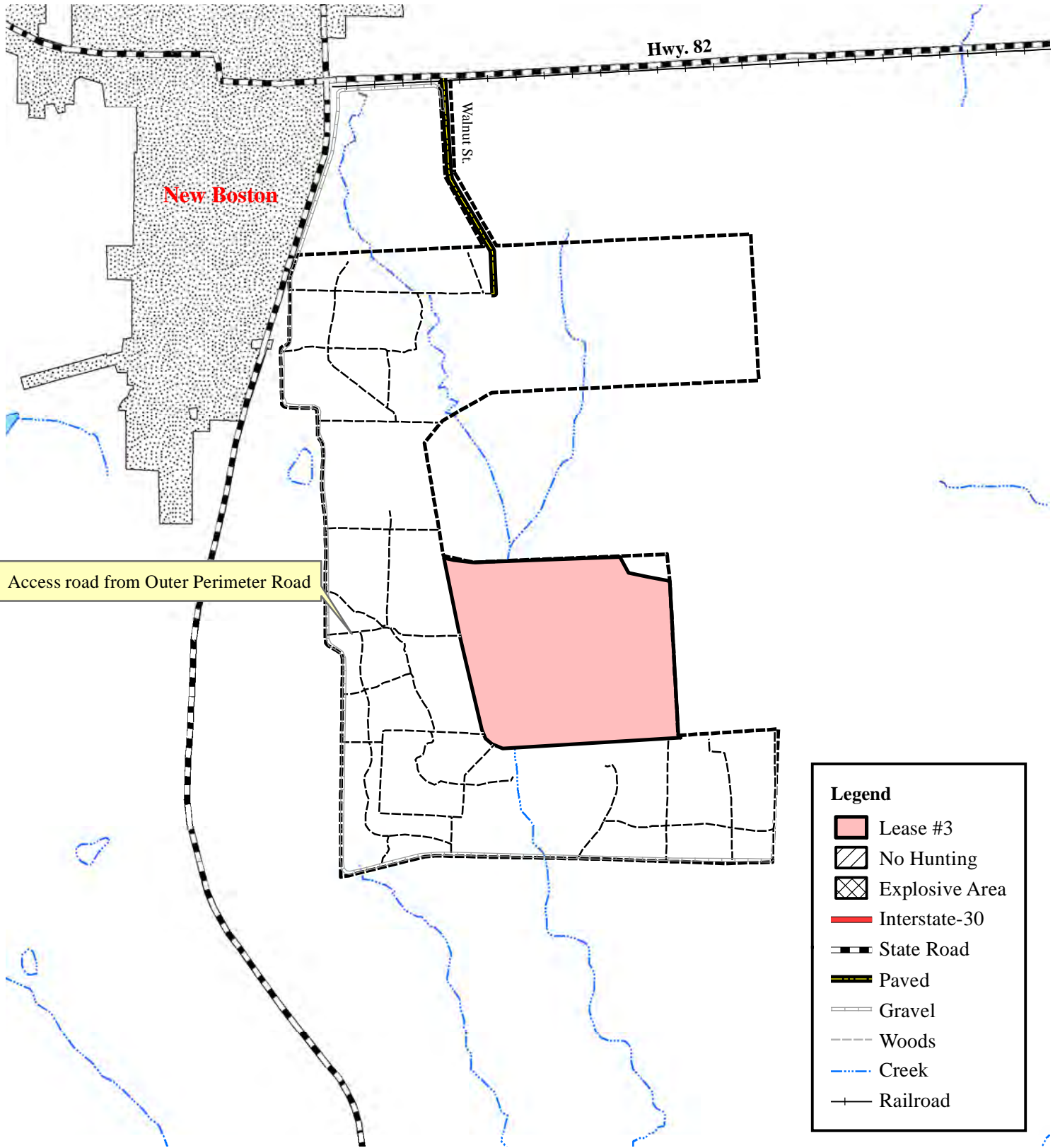
Date: 6 Jun 21

Wick Lockard  
HUNTER

Date: 6 Jun 21

[Signature]  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

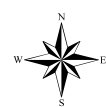
TexAmericas Center  
TAC-West  
Hunting Lease #3 Map  
+/- 522 Acres  
Bowie County, Texas



Access road from Outer Perimeter Road

**Legend**

- Lease #3
- No Hunting
- Explosive Area
- Interstate-30
- State Road
- Paved
- Gravel
- Woods
- Creek
- Railroad



## HUNTING LICENSE AGREEMENT

This HUNTING LICENSE AGREEMENT, hereinafter called the "Agreement", is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between TexAmericas Center, 107 Chapel Lane, New Boston, Texas, hereinafter called "TAC", and Russell Turner, 240 Shirley Lane, Texarkana, State of Texas, whether one or more, hereinafter called "Licensee".

For and in consideration of the sums to be paid by Licensee to TAC and the covenants herein stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between TAC and Licensee as follows:

1. TAC hereby grants to Licensee certain hunting rights, subject to the terms and conditions set forth here, on the property described below and on the map attached hereto as "Exhibit A", hereinafter called the "Property", and by reference made a part hereof:

Tract Number   4  

Approx. Acreage  1057  (TAC makes no warranty or representation to the acreage)

Railroad tracks and corridors measured 25 feet on each side of the centerline of the tracks are excluded from the Property and may not be hunted.

2. Licensee shall pay a license fee to TAC upon execution of this Agreement in the amount of \$ 6,511.12 (\$6.16 per acre including insurance) by check payable to TAC's hunting consultant, Kingwood Forestry Services, Inc., P.O. Box 5887, Texarkana, TX 75505.

3. THE RIGHTS WHICH TAC GRANTS TO LICENSEE HERREUNDER SHALL CONSTITUTE A MERE LICENSE AND SHALL NOT BE CONSTRUED AS A SALE, TRANSFER, LEASE, PROFIT, OR OTHER DISPOSITION OF ANY INTEREST IN THE PROPERTY. LICENSEE'S EXERCISE OF ANY RIGHTS HEREUNDER IS PERMISSIVE ONLY AND IN NO SENSE ADVERSE TO THE TITLE, OWNERSHIP AND POSSESSION OF TAC. THE RIGHTS HEREIN GRANTED ARE SOLELY RESTRICTED TO HUNTING RIGHTS.

4. The term of this Agreement shall be for the period beginning on June 15, 2021, and ending on June 14, 2022, with two (2) one-year options, unless terminated earlier as provided herein. Upon expiration or cancellation of this Agreement, all rights granted hereunder shall be revoked and this Agreement shall be of no further force and effect; provide, however, the liability and obligations of Licensee hereunder shall survive the expiration or cancellation of this Agreement.

5. TAC reserves the right for itself and its contractors and agents to enter the Property at any time for any purpose. Licensee recognizes the primary right of licensor to the Property. Licensee shall not interfere with any of the rights of TAC.

6. No more than 1 hunter per 50 acres of the Tract may be hunting at the same time. Only one camp site may be maintained on the Property and TAC must approve the location of the camp site. Only one camp fire pit may be located on the camp site. No fires may be started on the Property other than in the camp site. All camp sites shall be maintained in a neat and orderly manner. Licensee shall keep the Property free of litter and debris at all times. All camp sites must be restored to the condition they were in at the commencement of the Term, including but not limited to filling and leveling of all holes and pits. All campsites must be approved by TAC before moving any equipment to the site.

7. No permanent structures may be erected upon the Property at any time. All temporary structures including but not limited to deer stands, game feeders and other property of Licensee, must have a tag on it with the name of the owner and a phone number where the owner can be reached, and must be removed from the Property prior to expiration of this Agreement. Any personal property of Licensee, its members, guests, invitees, agents, contractors or employees remaining on the Property at the end of the Term of this Agreement shall be deemed abandoned and shall become the property of TAC; alternatively, TAC may require Licensee to remove such personal property and or any structures constructed during the term of this Agreement, or TAC may remove any of the foregoing at Licensee's sole cost and expense.

8. Licensee may not occupy, use, remove, destruct or otherwise alter any improvements existing on the Property at the commencement of the Term of this Agreement.

9. No motor vehicles, other than four wheel all terrain vehicles, may be driven or parked on the Property other than on the access roadways to the Property or in the area of the camp site. Licensee and persons on the Property with the consent of Licensee shall not block the access roadways to the Property. Licensee shall make all reasonable efforts to avoid rutting of the Property. Licensee agrees to compensate TAC for the expense to repair damage to roadways and rutting of the Property by Licensee and those persons on the Property with the consent of Licensee. No motorcycles, dirt bikes, or other vehicles having less than 4 wheels may be used on the Property. All motor vehicles parked on or near access roads and the camp site shall have displayed on the dash of the vehicle clearly visible through the windshield a parking permit issued by TAC's consultant, Kingwood Forestry Services, Inc.-TX. Vehicles which do not have a parking permit visibly displayed as required are subject to being towed from the premises and impounded. The vehicle owner shall be responsible for paying, or reimbursing TAC or its consultant, all fees and charges owed for towing and storage of the vehicle.



10. Hunting may only be conducted using shotguns, muzzle loading long guns, rifles, and archery. No hunting, deer stands or blinds shall be allowed or permitted on or within fifty (50) feet of the roadways on or adjoining the Property, any railroad tracks on the Property, or within fifty (50) feet of the boundaries of the Property (Tract). Hunters must use appropriate safety equipment including but not limited to orange vests or jackets. No shooting across boundaries of the Property (Tract), railroad tracks, or adjoining roads may be conducted. Hunters shall report all game kills to TAC's consultant, Kingwood Forestry Services, Inc.-TX within two (2) business days after the kill. Cleaning of animals and/or dumping of carcasses in the right-of-way of roads is prohibited.

**11. The driving of nails, spikes, screws, bolts or any other metal object into any tree on the Property for building deer stands or for any other purpose is strictly prohibited.**

12. Licensee shall use the Property for hunting purposes only. Licensee shall compensate TAC for any damage to trees, roads, fences, buildings or other improvements located on the Property.

13. All local, state and federal laws, including but not limited to hunting regulations, shall be observed by Licensee, its members, guests, invitees, agents, employees and others on the Property with the consent of Licensee. If Licensee observes any illegal activity on the Property or on any other property in the vicinity of the Property, Licensee shall report such activity to TAC or its consultant Kingwood Forestry Services, Inc.-TX immediately.

14. Each and every person who intends to hunt upon the Property must prior to the initiation of the hunt execute and deliver to TAC's consultant, Kingwood Forestry Services, Inc.-TX the required HUNTER RELEASE, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT.

15. None of the rights granted herein may be assigned, transferred or sublicensed by Licensee. Licensee shall not engage in any guided hunting, fee hunting, or any other commercial hunting on the Property, nor permit any other persons to do so. Any attempted or purported assignment, transfer, sublicensing or commercial use by Licensee or any of its members, guests, invitees, agents, contractors or employees shall be void, and shall at TAC's election be cause for the immediate termination of this Agreement.

16. Licensee, its members, guests, invitees, agents, and employees shall enter the Property AT THEIR OWN RISK, and shall not use the Property in any manner which might interfere with the rights of TAC, its agents, contractors and employees including the right to cut and remove any trees or stumps from the Property. Licensee acknowledges and agrees that the Property is part of a former military installation, and is subject to environmental inspection, characterization and remediation in accordance with the terms of the documents whereby the United States of

America acting by and through the Department of the Army conveyed the Property to TAC, and it may be necessary for the Department of the Army and/or its contractors and/or TAC and/or its contractors to access the Property to conduct environmental activities upon the Property. In such event, TAC shall notify Licensee of the dates and times for such activity, and the right to hunt during such times may be limited or restricted as indicated by TAC in its notice to the Licensee. Furthermore, it may be necessary in some cases to limit hunting activities upon the Property or parts thereof during Department of the Army or TAC activities upon adjoining property which require the imposition of Blast Arcs upon the Property or parts thereof. In such event TAC shall notify Licensee of the time and location of the Blast Arcs and no hunting will be permitted during such times in said locations. In the event that a person uncovers, observes or otherwise becomes aware of military grade ammunition, projectiles, mines, grenades, or other munitions of concern, including but not limited to shell fragments and casings, the individual and the Licensee shall immediately move away from the area, mark the location of the materials upon a map or drawing of the area, and contact TAC during normal business hours at 903-223-9841, or call 911 emergency center during after hours, weekends and holidays or if TAC cannot be reached.

17. TAC reserves the right to restrict Licensee's use of the Property, including but not limited to prohibition of camp fires and open flames, if in the sole judgment of TAC weather condition present an extreme fire hazard to the timber located on the Property.

18. TAC reserves the right to impose additional restrictions on the use of the Property as may be necessary in the sole judgment of TAC to protect the Property or the game on the Property.

19. TAC has no responsibility for protecting the Property from trespass. Licensee shall have the right to post signs at all boundary lines and points of access to the property such as "Posted-No Hunting-Private Hunting Club Members Only". The club name may also be included on such signs. All such signs must be removed prior to the expiration of the Term of this Agreement.

20. IT IS UNDERSTOOD AND AGREED THAT LICENSEE ACCEPTS THE PROPERTY IN ITS PRESENT "AS IS" CONDITION. LICENSEE UNDERSTANDS THAT THERE MAY BE HIDDEN HAZARDS, INCLUDING BUT NOT LIMITED TO HOLES, FENCE WIRE, SNAKES, WELLS, SWAMPS, PONDS, HARMFUL PLANTS AND UNAUTHORIZED PERSONS ON THE PROPERTY, OR OTHER RISKS THAT MAY CAUSE INJURY OR DEATH. LICENSEE ASSUMES ALL THESE RISKS AS ITS OWN RESPONSIBILITY, AND AGREES TO HOLD TAC, ITS OFFICERS, DIRECTORS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF LOSS, DAMAGES, LIABILITIES, PERSONAL INJURIES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO COURT COSTS, LITIGATION EXPENSES AND ATTORNEYS' FEES) INCURRED AS A RESULT OF ANY INJURY TO OR DEATH OF ANY PERSON OR PERSONS OR ANY DAMAGE TO PROPERTY IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE ACTIVITIES OF LICENSEE, ITS MEMBERS, GUESTS, INVITEES,

AGENTS OR EMPLOYEES, OR ANY OTHER PERSON ON THE PROPERTY UNDER THE AUTHORITY OF THIS AGREEMENT. TAC IS AN AGRITOURISM ENTITY UNDER THIS LEASE AND IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES.

21. This Agreement may be terminated by TAC at any time for any breach of any term of this Agreement. Notice of Termination shall be in writing and may be hand delivered to Licensee, or any member thereof, or may be sent by mail to Licensee. Termination shall be effective immediately in the event of hand delivery, and on the third day after deposit of the notice in the mail addressed to Licensee at the address indicated below. Termination pursuant to this paragraph shall not entitle Licensee to a refund of the license fee. Termination pursuant to this paragraph shall disqualify Licensee and each member, partner or shareholder of Licensee from hunting on TAC property for the next three hunting years.

22. This Agreement may be cancelled by TAC at any time without cause upon thirty days written notice to Licensee mailed to the address indicated below. If this Agreement is cancelled pursuant to this paragraph, TAC shall refund to Licensee part of the license fee, prorated according to the number of days remaining in the term of this Agreement.

23. Licensee may terminate this Agreement at any time upon three days notice to TAC. If this Agreement is terminate by Licensee pursuant to this paragraph, no part of the license fee shall be refunded. Termination pursuant to this paragraph shall not release Licensee, its members, guests, invitees, agents or employees form the liabilities and indemnities provided in this agreement which shall survive the termination of this Agreement.

24. TAC is under no obligation to renew this Agreement, and Licensee has no priority rights or options to extend or renew this Agreement.

25. This agreement constitutes the entire agreement between TAC and Licensee with respect to the Property, rights and privileges addressed herein. All agreements, rights and privileges addressed herein which are binding upon or applicable to either TAC or Licensee shall also be binding upon and applicable to the heirs, successors and legal representatives of the parties.

26. No amendment to this Agreement shall be binding upon TAC or Licensee unless it is in writing and executed by both parties.

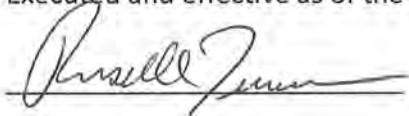
27. This Agreement and the rights and duties of the parties under it are governed by the laws of the State of Texas. Any litigation regarding the terms or enforcement of this Agreement shall be filed and maintained in the District Court of Bowie County, Texas.

28. Licensee shall furnish TAC and its consultant a list of its members, partners and/or shareholders and their addresses, together with their acceptance and agreement to be bound by the terms and conditions hereof on the form attached hereto as "Exhibit B" which is hereby incorporated and a part hereof.

29. The term "Licensee" as used herein means the Licensee named above together with its members, guests, invitees, agents, employees and all others on the Property with the consent of Licensee and/or its members.

30. Licensee shall provide general liability insurance in the amounts required by TAC by paying in addition to the license fee a portion of the premium upon a policy to be obtained by Kingwood Forestry Services, Inc.-TX on behalf of TAC.

Executed and effective as of the date of the later to sign of the parties.



TexAmericas Center

By: \_\_\_\_\_

Name: RUSSELL TURNER

Title: \_\_\_\_\_

Address: 240 SHIRLEY DAVE  
TEXARKANA

Telephone: 903-277-4732

Date: \_\_\_\_\_

By: \_\_\_\_\_

Scott Norton

Executive Director/CEO

107 Chapel Lane

New Boston, TX 75570

Telephone: 903-223-9841

Date: \_\_\_\_\_

TAC's Consultant:

Kingwood Forestry Services, Inc.-TX

P.O. Box 5887

Texarkana, TX 75505

Telephone: 903-831-5200

Exhibit A - Tract Map

Exhibit B - Membership Information

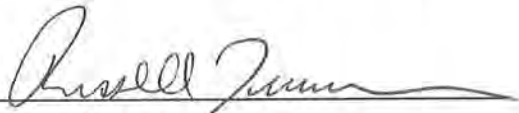
EXHIBIT B

CLUB MEMBERSHIP INFORMATION

The undersigned, constituting all the members, owners, partners or shareholders of the Licensee hereby warrant and represent that we have each read the terms and conditions of the Hunting License Agreement, and we each, jointly and severally, accept said terms and agree to abide by and be bound to perform the terms as stated in said Hunting License Agreement.

1. Member's Name and Address:

Russell Turner  
240 Shirley Dr  
TEXARKANA

  
Member's signature

2. Member's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

3. Member's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

4. Member's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

5. Member's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

6. Members Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

(Continue on additional pages if necessary to have all member information and signatures.)



EXHIBIT B

CLUB MEMBERSHIP INFORMATION

The undersigned, constituting all the members, owners, partners or shareholders of the Licensee hereby warrant and represent that we have each read the terms and conditions of the Hunting License Agreement, and we each, jointly and severally, accept said terms and agree to abide by and be bound to perform the terms as stated in said Hunting License Agreement.

1. Member's Name and Address:

Jim Hearne  
907 Brown dr  
Wake Village, TX 75501

  
\_\_\_\_\_  
Member's signature

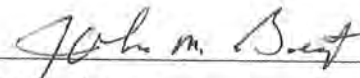
2. Member's Name and Address:

Jacobs Martinez

\_\_\_\_\_  
Member's signature

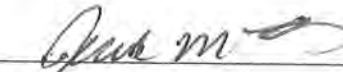
3. Member's Name and Address:

John m. Bess  
4209 Bachman Loop Rd  
Texarkana Tx 75501

  
\_\_\_\_\_  
Member's signature

4. Member's Name and Address:

Jerod M Tuller  
117 Sherwood Acres Lane  
Txk Tx 75501

  
\_\_\_\_\_  
Member's signature

5. Member's Name and Address:

BERNIE SHERIN  
5 WILDER LN  
HOOKS TX 75561

  
\_\_\_\_\_  
Member's signature

6. Members Name and Address:

Heath Yates  
1941 Brooke Dr.  
Texarkana, TX 75501

  
\_\_\_\_\_  
Member's signature

(Continue on additional pages if necessary to have all member information and signatures.)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Russell Turner  
**HUNTER'S ADDRESS:** 840 Shirley Ln

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (B) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

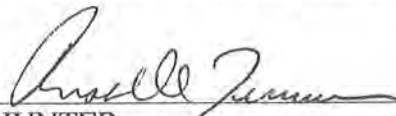
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Date: 5-27-21

  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Jim Hearne  
**HUNTER'S ADDRESS:** 907 Brown Dr Wolfe Village TX

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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Date: 5.4.21

  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN

(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** John M. Bergel  
**HUNTER'S ADDRESS:** 4209 Buchanan Loop Rd.

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5-5-21

John M. Bergel  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Jerod Tillis  
**HUNTER'S ADDRESS:** 147 Sherwood Acres Lane  
Txk Tx 75501

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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Date: 5-5-21

  
HUNTER

Date: 5-5-21

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING**  
**RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** BERNIE SHERIN  
**HUNTER'S ADDRESS:** 5 WILDER LN HOOKS TX 75561

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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Date: 5/6/21

Bernie J. Sherin  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN

(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Heath Yates  
**HUNTER'S ADDRESS:** 1941 Brooke Dr.  
Texarkana, TX 75501

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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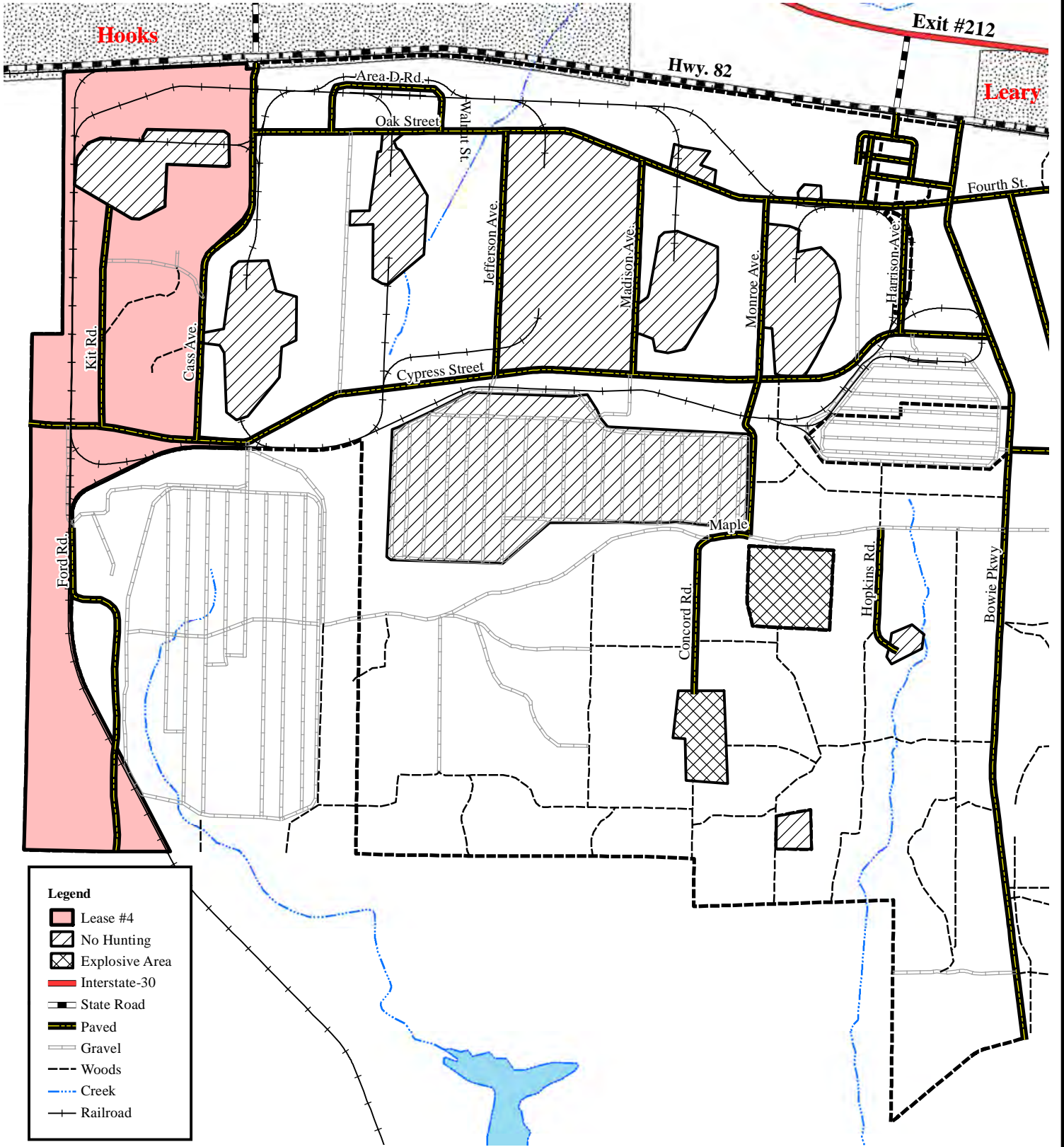
Date: 05-06-2021

Heath Yates  
HUNTER

Date: \_\_\_\_\_

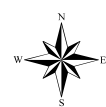
\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

TexAmericas Center  
TAC-East  
Hunting Lease #4 Map  
+/- 1197 Acres  
Bowie County, Texas



**Legend**

- Lease #4
- No Hunting
- Explosive Area
- Interstate-30
- State Road
- Paved
- Gravel
- Woods
- Creek
- Railroad



Tiger Data  
Printed: September, 2015  
Printed By: PWW

## HUNTING LICENSE AGREEMENT

This HUNTING LICENSE AGREEMENT, hereinafter called the "Agreement", is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between TexAmericas Center, 107 Chapel Lane, New Boston, Texas, hereinafter called "TAC", and Russell Turner, 240 Shirley Lane, Texarkana, State of Texas, whether one or more, hereinafter called "Licensee".

For and in consideration of the sums to be paid by Licensee to TAC and the covenants herein stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between TAC and Licensee as follows:

1. TAC hereby grants to Licensee certain hunting rights, subject to the terms and conditions set forth here, on the property described below and on the map attached hereto as "Exhibit A", hereinafter called the "Property", and by reference made a part hereof:

Tract Number   5  

Approx. Acreage  1172  (TAC makes no warranty or representation to the acreage)

Railroad tracks and corridors measured 25 feet on each side of the centerline of the tracks are excluded from the Property and may not be hunted.

2. Licensee shall pay a license fee to TAC upon execution of this Agreement in the amount of \$ 7,219.52 (\$6.16 per acre including insurance) by check payable to TAC's hunting consultant, Kingwood Forestry Services, Inc., P.O. Box 5887, Texarkana, TX 75505.

3. THE RIGHTS WHICH TAC GRANTS TO LICENSEE HERREUNDER SHALL CONSTITUTE A MERE LICENSE AND SHALL NOT BE CONSTRUED AS A SALE, TRANSFER, LEASE, PROFIT, OR OTHER DISPOSITION OF ANY INTEREST IN THE PROPERTY. LICENSEE'S EXERCISE OF ANY RIGHTS HEREUNDER IS PERMISSIVE ONLY AND IN NO SENSE ADVERSE TO THE TITLE, OWNERSHIP AND POSSESSION OF TAC. THE RIGHTS HEREIN GRANTED ARE SOLELY RESTRICTED TO HUNTING RIGHTS.

4. The term of this Agreement shall be for the period beginning on June 15, 2021, and ending on June 14, 2022, with two (2) one-year options, unless terminated earlier as provided herein. Upon expiration or cancellation of this Agreement, all rights granted hereunder shall be revoked and this Agreement shall be of no further force and effect; provide, however, the liability and obligations of Licensee hereunder shall survive the expiration or cancellation of this Agreement.

5. TAC reserves the right for itself and its contractors and agents to enter the Property at any time for any purpose. Licensee recognizes the primary right of licensor to the Property. Licensee shall not interfere with any of the rights of TAC.

6. No more than 1 hunter per 50 acres of the Tract may be hunting at the same time. Only one camp site may be maintained on the Property and TAC must approve the location of the camp site. Only one camp fire pit may be located on the camp site. No fires may be started on the Property other than in the camp site. All camp sites shall be maintained in a neat and orderly manner. Licensee shall keep the Property free of litter and debris at all times. All camp sites must be restored to the condition they were in at the commencement of the Term, including but not limited to filling and leveling of all holes and pits. All campsites must be approved by TAC before moving any equipment to the site.

7. No permanent structures may be erected upon the Property at any time. All temporary structures including but not limited to deer stands, game feeders and other property of Licensee, must have a tag on it with the name of the owner and a phone number where the owner can be reached, and must be removed from the Property prior to expiration of this Agreement. Any personal property of Licensee, its members, guests, invitees, agents, contractors or employees remaining on the Property at the end of the Term of this Agreement shall be deemed abandoned and shall become the property of TAC; alternatively, TAC may require Licensee to remove such personal property and or any structures constructed during the term of this Agreement, or TAC may remove any of the foregoing at Licensee's sole cost and expense.

8. Licensee may not occupy, use, remove, destruct or otherwise alter any improvements existing on the Property at the commencement of the Term of this Agreement.

9. No motor vehicles, other than four wheel all terrain vehicles, may be driven or parked on the Property other than on the access roadways to the Property or in the area of the camp site. Licensee and persons on the Property with the consent of Licensee shall not block the access roadways to the Property. Licensee shall make all reasonable efforts to avoid rutting of the Property. Licensee agrees to compensate TAC for the expense to repair damage to roadways and rutting of the Property by Licensee and those persons on the Property with the consent of Licensee. No motorcycles, dirt bikes, or other vehicles having less than 4 wheels may be used on the Property. All motor vehicles parked on or near access roads and the camp site shall have displayed on the dash of the vehicle clearly visible through the windshield a parking permit issued by TAC's consultant, Kingwood Forestry Services, Inc.-TX. Vehicles which do not have a parking permit visibly displayed as required are subject to being towed from the premises and impounded. The vehicle owner shall be responsible for paying, or reimbursing TAC or its consultant, all fees and charges owed for towing and storage of the vehicle.



10. Hunting may only be conducted using shotguns, muzzle loading long guns, rifles, and archery. No hunting, deer stands or blinds shall be allowed or permitted on or within fifty (50) feet of the roadways on or adjoining the Property, any railroad tracks on the Property, or within fifty (50) feet of the boundaries of the Property (Tract). Hunters must use appropriate safety equipment including but not limited to orange vests or jackets. No shooting across boundaries of the Property (Tract), railroad tracks, or adjoining roads may be conducted. Hunters shall report all game kills to TAC's consultant, Kingwood Forestry Services, Inc.-TX within two (2) business days after the kill. Cleaning of animals and/or dumping of carcasses in the right-of-way of roads is prohibited.

**11. The driving of nails, spikes, screws, bolts or any other metal object into any tree on the Property for building deer stands or for any other purpose is strictly prohibited.**

12. Licensee shall use the Property for hunting purposes only. Licensee shall compensate TAC for any damage to trees, roads, fences, buildings or other improvements located on the Property.

13. All local, state and federal laws, including but not limited to hunting regulations, shall be observed by Licensee, its members, guests, invitees, agents, employees and others on the Property with the consent of Licensee. If Licensee observes any illegal activity on the Property or on any other property in the vicinity of the Property, Licensee shall report such activity to TAC or its consultant Kingwood Forestry Services, Inc.-TX immediately.

14. Each and every person who intends to hunt upon the Property must prior to the initiation of the hunt execute and deliver to TAC's consultant, Kingwood Forestry Services, Inc.-TX the required HUNTER RELEASE, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT.

15. None of the rights granted herein may be assigned, transferred or sublicensed by Licensee. Licensee shall not engage in any guided hunting, fee hunting, or any other commercial hunting on the Property, nor permit any other persons to do so. Any attempted or purported assignment, transfer, sublicensing or commercial use by Licensee or any of its members, guests, invitees, agents, contractors or employees shall be void, and shall at TAC's election be cause for the immediate termination of this Agreement.

16. Licensee, its members, guests, invitees, agents, and employees shall enter the Property AT THEIR OWN RISK, and shall not use the Property in any manner which might interfere with the rights of TAC, its agents, contractors and employees including the right to cut and remove any trees or stumps from the Property. Licensee acknowledges and agrees that the Property is part of a former military installation, and is subject to environmental inspection, characterization and remediation in accordance with the terms of the documents whereby the United States of

America acting by and through the Department of the Army conveyed the Property to TAC, and it may be necessary for the Department of the Army and/or its contractors and/or TAC and/or its contractors to access the Property to conduct environmental activities upon the Property. In such event, TAC shall notify Licensee of the dates and times for such activity, and the right to hunt during such times may be limited or restricted as indicated by TAC in its notice to the Licensee. Furthermore, it may be necessary in some cases to limit hunting activities upon the Property or parts thereof during Department of the Army or TAC activities upon adjoining property which require the imposition of Blast Arcs upon the Property or parts thereof. In such event TAC shall notify Licensee of the time and location of the Blast Arcs and no hunting will be permitted during such times in said locations. In the event that a person uncovers, observes or otherwise becomes aware of military grade ammunition, projectiles, mines, grenades, or other munitions of concern, including but not limited to shell fragments and casings, the individual and the Licensee shall immediately move away from the area, mark the location of the materials upon a map or drawing of the area, and contact TAC during normal business hours at 903-223-9841, or call 911 emergency center during after hours, weekends and holidays or if TAC cannot be reached.

17. TAC reserves the right to restrict Licensee's use of the Property, including but not limited to prohibition of camp fires and open flames, if in the sole judgment of TAC weather condition present an extreme fire hazard to the timber located on the Property.

18. TAC reserves the right to impose additional restrictions on the use of the Property as may be necessary in the sole judgment of TAC to protect the Property or the game on the Property.

19. TAC has no responsibility for protecting the Property from trespass. Licensee shall have the right to post signs at all boundary lines and points of access to the property such as "Posted-No Hunting-Private Hunting Club Members Only". The club name may also be included on such signs. All such signs must be removed prior to the expiration of the Term of this Agreement.

20. IT IS UNDERSTOOD AND AGREED THAT LICENSEE ACCEPTS THE PROPERTY IN ITS PRESENT "AS IS" CONDITION. LICENSEE UNDERSTANDS THAT THERE MAY BE HIDDEN HAZARDS, INCLUDING BUT NOT LIMITED TO HOLES, FENCE WIRE, SNAKES, WELLS, SWAMPS, PONDS, HARMFUL PLANTS AND UNAUTHORIZED PERSONS ON THE PROPERTY, OR OTHER RISKS THAT MAY CAUSE INJURY OR DEATH. LICENSEE ASSUMES ALL THESE RISKS AS ITS OWN RESPONSIBILITY, AND AGREES TO HOLD TAC, ITS OFFICERS, DIRECTORS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF LOSS, DAMAGES, LIABILITIES, PERSONAL INJURIES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO COURT COSTS, LITIGATION EXPENSES AND ATTORNEYS' FEES) INCURRED AS A RESULT OF ANY INJURY TO OR DEATH OF ANY PERSON OR PERSONS OR ANY DAMAGE TO PROPERTY IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE ACTIVITIES OF LICENSEE, ITS MEMBERS, GUESTS, INVITEES,

AGENTS OR EMPLOYEES, OR ANY OTHER PERSON ON THE PROPERTY UNDER THE AUTHORITY OF THIS AGREEMENT. TAC IS AN AGRITOURISM ENTITY UNDER THIS LEASE AND IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES.

21. This Agreement may be terminated by TAC at any time for any breach of any term of this Agreement. Notice of Termination shall be in writing and may be hand delivered to Licensee, or any member thereof, or may be sent by mail to Licensee. Termination shall be effective immediately in the event of hand delivery, and on the third day after deposit of the notice in the mail addressed to Licensee at the address indicated below. Termination pursuant to this paragraph shall not entitle Licensee to a refund of the license fee. Termination pursuant to this paragraph shall disqualify Licensee and each member, partner or shareholder of Licensee from hunting on TAC property for the next three hunting years.

22. This Agreement may be cancelled by TAC at any time without cause upon thirty days written notice to Licensee mailed to the address indicated below. If this Agreement is cancelled pursuant to this paragraph, TAC shall refund to Licensee part of the license fee, prorated according to the number of days remaining in the term of this Agreement.

23. Licensee may terminate this Agreement at any time upon three days notice to TAC. If this Agreement is terminate by Licensee pursuant to this paragraph, no part of the license fee shall be refunded. Termination pursuant to this paragraph shall not release Licensee, its members, guests, invitees, agents or employees form the liabilities and indemnities provided in this agreement which shall survive the termination of this Agreement.

24. TAC is under no obligation to renew this Agreement, and Licensee has no priority rights or options to extend or renew this Agreement.

25. This agreement constitutes the entire agreement between TAC and Licensee with respect to the Property, rights and privileges addressed herein. All agreements, rights and privileges addressed herein which are binding upon or applicable to either TAC or Licensee shall also be binding upon and applicable to the heirs, successors and legal representatives of the parties.

26. No amendment to this Agreement shall be binding upon TAC or Licensee unless it is in writing and executed by both parties.

27. This Agreement and the rights and duties of the parties under it are governed by the laws of the State of Texas. Any litigation regarding the terms or enforcement of this Agreement shall be filed and maintained in the District Court of Bowie County, Texas.

28. Licensee shall furnish TAC and its consultant a list of its members, partners and/or shareholders and their addresses, together with their acceptance and agreement to be bound by the terms and conditions hereof on the form attached hereto as "Exhibit B" which is hereby incorporated and a part hereof.

29. The term "Licensee" as used herein means the Licensee named above together with its members, guests, invitees, agents, employees and all others on the Property with the consent of Licensee and/or its members.

30. Licensee shall provide general liability insurance in the amounts required by TAC by paying in addition to the license fee a portion of the premium upon a policy to be obtained by Kingwood Forestry Services, Inc.-TX on behalf of TAC.

Executed and effective as of the date of the later to sign of the parties.



TexAmericas Center

By: \_\_\_\_\_

Name: RUSSELL TURNER

Title: \_\_\_\_\_

Address: 240 SHIRLEY LANE  
TEXARKANA

Telephone: 903-277-4732

Date: \_\_\_\_\_

By: \_\_\_\_\_

Scott Norton

Executive Director/CEO

107 Chapel Lane

New Boston, TX 75570

Telephone: 903-223-9841

Date: \_\_\_\_\_

TAC's Consultant:

Kingwood Forestry Services, Inc.-TX

P.O. Box 5887

Texarkana, TX 75505

Telephone: 903-831-5200

Exhibit A - Tract Map

Exhibit B - Membership Information

EXHIBIT B

CLUB MEMBERSHIP INFORMATION

The undersigned, constituting all the members, owners, partners or shareholders of the Licensee hereby warrant and represent that we have each read the terms and conditions of the Hunting License Agreement, and we each, jointly and severally, accept said terms and agree to abide by and be bound to perform the terms as stated in said Hunting License Agreement.

1. Member's Name and Address:

Russell Turner  
240 Shirley Ln  
TEXARKANA

  
Member's signature

2. Member's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

3. Member's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

4. Member's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

5. Member's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

6. Members Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

(Continue on additional pages if necessary to have all member information and signatures.)



EXHIBIT B

CLUB MEMBERSHIP INFORMATION

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✓ 1. Member's Name and Address:

Jared Yates  
5306 Buchanan Ln Rd  
Texarkana, Tx 75501

Jared Yates  
Member's signature

✓ 2. Member's Name and Address:

John Marshall  
100 east ave b  
Hood KS, TX 75561

John Marshall  
Member's signature

✓ 3. Member's Name and Address:

Robert Manly  
5503 N. Kings Hwy  
Texarkana Tx. 75503

Robert Manly  
Member's signature

✓ 4. Member's Name and Address:

Math Shirley  
919 Bk Pickering  
Texarkana Tx 75501

Math Shirley  
Member's signature

✓ 5. Member's Name and Address:

Darin Birdson  
116 Lydia Lane  
Redwater Tx 75573

Darin Birdson  
Member's signature

✓ 6. Members Name and Address:

Chey Byrgeon  
15155 Old Atkintard  
Winters La 71082

Chey Byrgeon  
Member's signature

(Continue on additional pages if necessary to have all member information and signatures.)

EXHIBIT B

CLUB MEMBERSHIP INFORMATION

The undersigned, constituting all the members, owners, partners or shareholders of the Licensee hereby warrant and represent that we have each read the terms and conditions of the Hunting License Agreement, and we each, jointly and severally, accept said terms and agree to abide by and be bound to perform the terms as stated in said Hunting License Agreement.

1. Member's Name and Address:

Cole Byrgeon

15188 Old Atlanta Rd.  
Livingston, La 71082

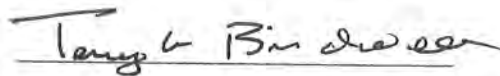


Member's signature

2. Member's Name and Address:

Terry Birdwell

9130 West New Boston RD  
Terrell, TX 75781



Member's signature

3. Member's Name and Address:

Robert Dickson  
831 B.K. Pickens Dr  
Terrell, TX



Member's signature

4. Member's Name and Address:

Eric Jeffs  
99 CR 2201  
HOOKS, TX 75561



Member's signature

5. Member's Name and Address:

MICHAEL MILLER  
3865 CTR 4235  
DE WOLD 75559



Member's signature

6. Members Name and Address:

Steven J Shatto  
1601 County Rd 1214  
TXK, TX 75301



Member's signature

(Continue on additional pages if necessary to have all member information and signatures.)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Russell Turner  
**HUNTER'S ADDRESS:** 840 Shirley Ln

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVACY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5-27-21

  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Terry Bindwell  
**HUNTER'S ADDRESS:** 9130 West New (Boston) Rd Texarkana TX 75501

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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Date: 5-23-2021

Terry A Bindwell  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN

(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: Cale Byargeon  
HUNTER'S ADDRESS: 15185 Old Atlanta Rd. Vivian La, 71082

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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Date: 5-20-21

  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: Robert Bueh  
HUNTER'S ADDRESS: 831 B.K. Pickett Dr. Texarkana TX 75301

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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Date: 5-23-21

Robert Bueh  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN

(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Steven J Shatto  
**HUNTER'S ADDRESS:** 1601 County Road 1214 Teraville TX 75301

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (B) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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Date: 05-26-2021

  
\_\_\_\_\_  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Michael Miller  
**HUNTER'S ADDRESS:** 3865 Ct Rd 4235 DEWAK 75559

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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Date: 5-27-21

  
\_\_\_\_\_  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN

(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Kaice Jeffs  
**HUNTER'S ADDRESS:** 99 CR 2201 Hooks, TX 75561

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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Date: 5/24/21

Kaice Jeffs  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN

(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Eric Jeffs  
**HUNTER'S ADDRESS:** 99 CR 2201 Hooks, TX 75561

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5/24/21

  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN

(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Lillie Dickson  
**HUNTER'S ADDRESS:** 831 B. K. Hickey Dr

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5-23-21

  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN

(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Sal Byrgeon  
**HUNTER'S ADDRESS:** 15755 Old Atlanta Rd. Vivian, La 71082

1. **Assumption of Risks.** THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. **Indemnity.** THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. **Release.** THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

4. **Negligence of Property Owner.** THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. **Underage Hunters.** IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5-20-21

Sal Byrgeon  
HUNTER

Date: 5-20-21

Lucy Byrgeon  
HUNTER'S PARENT OR LEGAL GUARDIAN

(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Kori Byargeon  
**HUNTER'S ADDRESS:** 15185 Old Atlanta Rd. Vivian, La 71082

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5-20-21

Kori Byargeon  
HUNTER

Date: 5-20-21

[Signature]  
HUNTER'S PARENT OR LEGAL GUARDIAN

(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Cassey Byar gean  
**HUNTER'S ADDRESS:** 15155 Old Atlanta Rd. Virginia Ln, 71002

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5-20-21

  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN

(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: Lisa Birdson  
HUNTER'S ADDRESS: 114 Lydia Lane Redwater, TX 75578

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

4. *Negligence of Property Owner.* THE FORGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5/20/2021

Lisa Birdson  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN

(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West

PROPERTY OWNER: TexAmericas Center

HUNTER: Dania Bindson

HUNTER'S ADDRESS: 116 Lydia Sauc Redwater Tx 75575

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5/20/2021

Dania Bindson  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Peyton Tullis  
**HUNTER'S ADDRESS:** 147 Sherwood Acres Lane  
Txk Tx 75501

1. **Assumption of Risks.** THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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4. **Negligence of Property Owner.** THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. **Underage Hunters.** IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5-5-21

Peyton Tullis  
HUNTER

Date: 5-5-21

[Signature]  
HUNTER'S PARENT OR LEGAL GUARDIAN

(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Taylor Tullis  
**HUNTER'S ADDRESS:** 147 Shamrock Acres Lane  
Tex Tx 75501

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

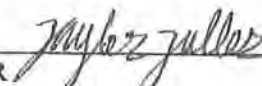
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4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5-5-21

HUNTER 

Date: 5-5-21

HUNTER'S PARENT OR LEGAL GUARDIAN 

(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West

**PROPERTY OWNER:** TexAmericas Center

**HUNTER:** Hadlee Hearne

**HUNTER'S ADDRESS:** 907 Braun dr, Wedge Village TX

1. **Assumption of Risks.** THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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Date: 5.4.21

Hadlee Hearne  
HUNTER

Date: 5.4.21

[Signature]  
HUNTER'S PARENT OR LEGAL GUARDIAN

(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING**  
**RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: Austin Still  
HUNTER'S ADDRESS: 907 Brown dr Wake Village TX

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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Date: 5.4.21

Austin Still  
HUNTER

Date: 5.4.21

Jeff Jim Hearne  
HUNTER'S PARENT OR LEGAL GUARDIAN

(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Jared Yates  
**HUNTER'S ADDRESS:** 5306 Buchanan Lp. Rd, Texarkana, TX, 75501

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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Date: 5/6/21

Jared Yates  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN

(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: Robert Manley  
HUNTER'S ADDRESS: 5503 N. Kings Hwy.

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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Date: 5/16/21

Robert Manley  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN

(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: John Marshall  
HUNTER'S ADDRESS: 100 east ave b Hooks, Tx 75561

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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Date: 05-16-2011

  
\_\_\_\_\_  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN

(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Graham Shirley  
**HUNTER'S ADDRESS:** 919 BK Pickering } Texarkana, TX 75501

1. **Assumption of Risks.** THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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Date: 5-17-21

Graham Shirley  
HUNTER

Date: 5-17-21

Matt Shirley  
HUNTER'S PARENT OR LEGAL GUARDIAN

(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West

**PROPERTY OWNER:** TexAmericas Center

**HUNTER:** MATT Shirley

**HUNTER'S ADDRESS:** 919 BK Pickering Texarkana Tx 75501

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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Date: 5-17-21

Matt Shirley  
HUNTER

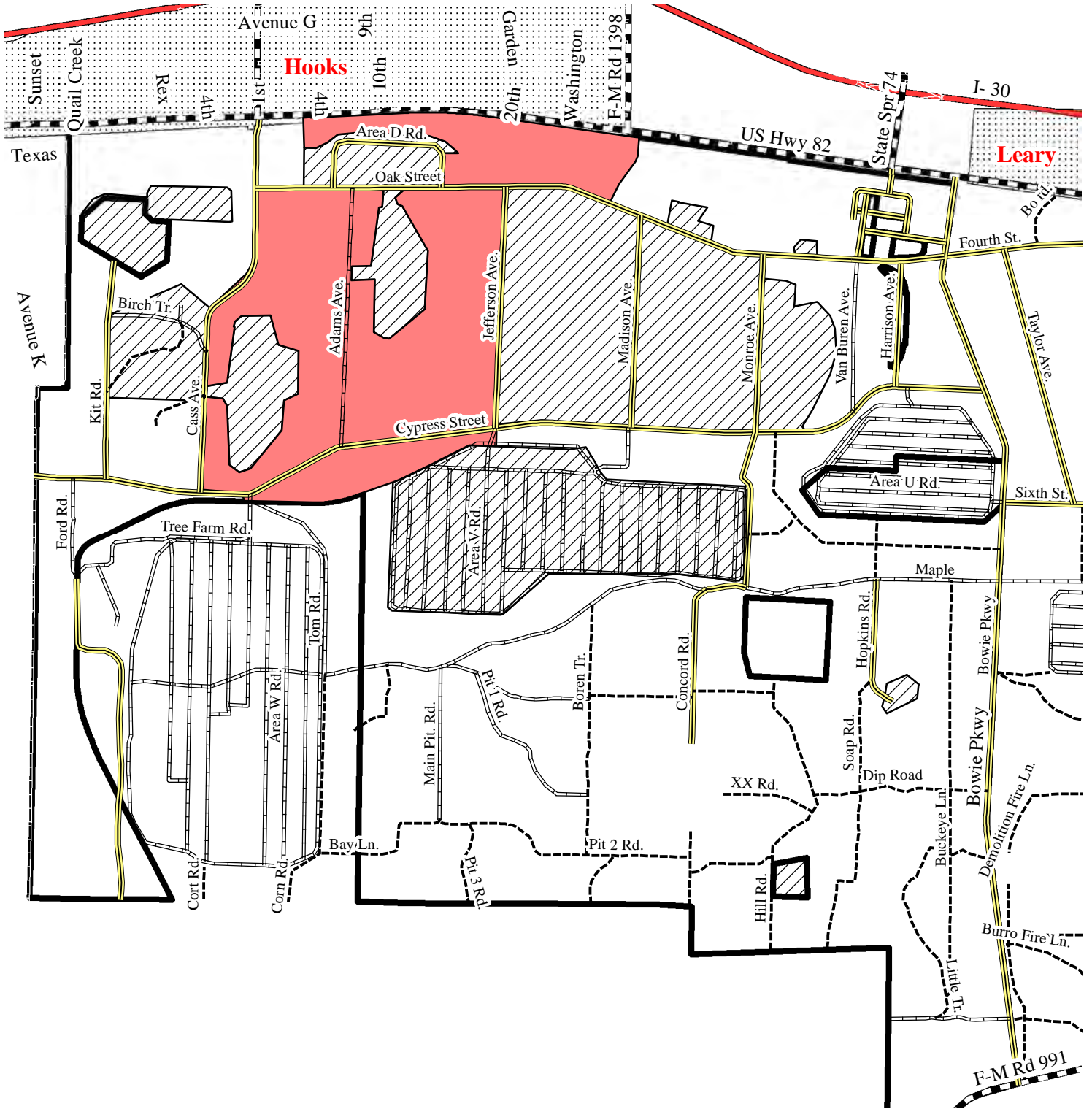
Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN

(if Hunter is under the age of 18)



**TexAmericas Center  
TAC-East  
Hunting Lease #5 Map  
+/- 1172 Acres  
Bowie County, Texas**



0 0.2  
Miles



Printed: April, 2021  
Printed By: PLSG

## HUNTING LICENSE AGREEMENT

This HUNTING LICENSE AGREEMENT, hereinafter called the "Agreement", is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, between TexAmericas Center, 107 Chapel Lane, New Boston, Texas, hereinafter called "TAC", and Henry Corbell, 257 CR 1231, Texarkana, State of Texas, whether one or more, hereinafter called "Licensee".

For and in consideration of the sums to be paid by Licensee to TAC and the covenants herein stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between TAC and Licensee as follows:

1. TAC hereby grants to Licensee certain hunting rights, subject to the terms and conditions set forth here, on the property described below and on the map attached hereto as "Exhibit A", hereinafter called the "Property", and by reference made a part hereof:

Tract Number   6  

Approx. Acreage  1045  (TAC makes no warranty or representation to the acreage)

Railroad tracks and corridors measured 25 feet on each side of the centerline of the tracks are excluded from the Property and may not be hunted.

2. Licensee shall pay a license fee to TAC upon execution of this Agreement in the amount of \$ 6,437.20 (\$6.16 per acre including insurance) by check payable to TAC's hunting consultant, Kingwood Forestry Services, Inc., P.O. Box 5887, Texarkana, TX 75505.

3. THE RIGHTS WHICH TAC GRANTS TO LICENSEE HERREUNDER SHALL CONSTITUTE A MERE LICENSE AND SHALL NOT BE CONSTRUED AS A SALE, TRANSFER, LEASE, PROFIT, OR OTHER DISPOSITION OF ANY INTEREST IN THE PROPERTY. LICENSEE'S EXERCISE OF ANY RIGHTS HEREUNDER IS PERMISSIVE ONLY AND IN NO SENSE ADVERSE TO THE TITLE, OWNERSHIP AND POSSESSION OF TAC. THE RIGHTS HEREIN GRANTED ARE SOLELY RESTRICTED TO HUNTING RIGHTS.

4. The term of this Agreement shall be for the period beginning on June 15, 2021, and ending on June 14, 2022, with two (2) one-year options, unless terminated earlier as provided herein. Upon expiration or cancellation of this Agreement, all rights granted hereunder shall be revoked and this Agreement shall be of no further force and effect; provide, however, the liability and obligations of Licensee hereunder shall survive the expiration or cancellation of this Agreement.

5. TAC reserves the right for itself and its contractors and agents to enter the Property at any time for any purpose. Licensee recognizes the primary right of licensor to the Property. Licensee shall not interfere with any of the rights of TAC.

6. No more than 1 hunter per 50 acres of the Tract may be hunting at the same time. Only one camp site may be maintained on the Property and TAC must approve the location of the camp site. Only one camp fire pit may be located on the camp site. No fires may be started on the Property other than in the camp site. All camp sites shall be maintained in a neat and orderly manner. Licensee shall keep the Property free of litter and debris at all times. All camp sites must be restored to the condition they were in at the commencement of the Term, including but not limited to filling and leveling of all holes and pits. All campsites must be approved by TAC before moving any equipment to the site.

7. No permanent structures may be erected upon the Property at any time. All temporary structures including but not limited to deer stands, game feeders and other property of Licensee, must have a tag on it with the name of the owner and a phone number where the owner can be reached, and must be removed from the Property prior to expiration of this Agreement. Any personal property of Licensee, its members, guests, invitees, agents, contractors or employees remaining on the Property at the end of the Term of this Agreement shall be deemed abandoned and shall become the property of TAC; alternatively, TAC may require Licensee to remove such personal property and or any structures constructed during the term of this Agreement, or TAC may remove any of the foregoing at Licensee's sole cost and expense.

8. Licensee may not occupy, use, remove, destruct or otherwise alter any improvements existing on the Property at the commencement of the Term of this Agreement.

9. No motor vehicles, other than four wheel all terrain vehicles, may be driven or parked on the Property other than on the access roadways to the Property or in the area of the camp site. Licensee and persons on the Property with the consent of Licensee shall not block the access roadways to the Property. Licensee shall make all reasonable efforts to avoid rutting of the Property. Licensee agrees to compensate TAC for the expense to repair damage to roadways and rutting of the Property by Licensee and those persons on the Property with the consent of Licensee. No motorcycles, dirt bikes, or other vehicles having less than 4 wheels may be used on the Property. All motor vehicles parked on or near access roads and the camp site shall have displayed on the dash of the vehicle clearly visible through the windshield a parking permit issued by TAC's consultant, Kingwood Forestry Services, Inc.-TX. Vehicles which do not have a parking permit visibly displayed as required are subject to being towed from the premises and impounded. The vehicle owner shall be responsible for paying, or reimbursing TAC or its consultant, all fees and charges owed for towing and storage of the vehicle.

10. Hunting may only be conducted using shotguns, muzzle loading long guns, rifles, and archery. No hunting, deer stands or blinds shall be allowed or permitted on or within fifty (50) feet of the roadways on or adjoining the Property, any railroad tracks on the Property, or within fifty (50) feet of the boundaries of the Property (Tract). Hunters must use appropriate safety equipment including but not limited to orange vests or jackets. No shooting across boundaries of the Property (Tract), railroad tracks, or adjoining roads may be conducted. Hunters shall report all game kills to TAC's consultant, Kingwood Forestry Services, Inc.-TX within two (2) business days after the kill. Cleaning of animals and/or dumping of carcasses in the right-of-way of roads is prohibited.

**11. The driving of nails, spikes, screws, bolts or any other metal object into any tree on the Property for building deer stands or for any other purpose is strictly prohibited.**

12. Licensee shall use the Property for hunting purposes only. Licensee shall compensate TAC for any damage to trees, roads, fences, buildings or other improvements located on the Property.

13. All local, state and federal laws, including but not limited to hunting regulations, shall be observed by Licensee, its members, guests, invitees, agents, employees and others on the Property with the consent of Licensee. If Licensee observes any illegal activity on the Property or on any other property in the vicinity of the Property, Licensee shall report such activity to TAC or its consultant Kingwood Forestry Services, Inc.-TX immediately.

14. Each and every person who intends to hunt upon the Property must prior to the initiation of the hunt execute and deliver to TAC's consultant, Kingwood Forestry Services, Inc.-TX the required HUNTER RELEASE, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT.

15. None of the rights granted herein may be assigned, transferred or sublicensed by Licensee. Licensee shall not engage in any guided hunting, fee hunting, or any other commercial hunting on the Property, nor permit any other persons to do so. Any attempted or purported assignment, transfer, sublicensing or commercial use by Licensee or any of its members, guests, invitees, agents, contractors or employees shall be void, and shall at TAC's election be cause for the immediate termination of this Agreement.

16. Licensee, its members, guests, invitees, agents, and employees shall enter the Property AT THEIR OWN RISK, and shall not use the Property in any manner which might interfere with the rights of TAC, its agents, contractors and employees including the right to cut and remove any trees or stumps from the Property. Licensee acknowledges and agrees that the Property is part of a former military installation, and is subject to environmental inspection, characterization and remediation in accordance with the terms of the documents whereby the United States of

America acting by and through the Department of the Army conveyed the Property to TAC, and it may be necessary for the Department of the Army and/or its contractors and/or TAC and/or its contractors to access the Property to conduct environmental activities upon the Property. In such event, TAC shall notify Licensee of the dates and times for such activity, and the right to hunt during such times may be limited or restricted as indicated by TAC in its notice to the Licensee. Furthermore, it may be necessary in some cases to limit hunting activities upon the Property or parts thereof during Department of the Army or TAC activities upon adjoining property which require the imposition of Blast Arcs upon the Property or parts thereof. In such event TAC shall notify Licensee of the time and location of the Blast Arcs and no hunting will be permitted during such times in said locations. In the event that a person uncovers, observes or otherwise becomes aware of military grade ammunition, projectiles, mines, grenades, or other munitions of concern, including but not limited to shell fragments and casings, the individual and the Licensee shall immediately move away from the area, mark the location of the materials upon a map or drawing of the area, and contact TAC during normal business hours at 903-223-9841, or call 911 emergency center during after hours, weekends and holidays or if TAC cannot be reached.

17. TAC reserves the right to restrict Licensee's use of the Property, including but not limited to prohibition of camp fires and open flames, if in the sole judgment of TAC weather condition present an extreme fire hazard to the timber located on the Property.

18. TAC reserves the right to impose additional restrictions on the use of the Property as may be necessary in the sole judgment of TAC to protect the Property or the game on the Property.

19. TAC has no responsibility for protecting the Property from trespass. Licensee shall have the right to post signs at all boundary lines and points of access to the property such as "Posted-No Hunting-Private Hunting Club Members Only". The club name may also be included on such signs. All such signs must be removed prior to the expiration of the Term of this Agreement.

20. IT IS UNDERSTOOD AND AGREED THAT LICENSEE ACCEPTS THE PROPERTY IN ITS PRESENT "AS IS" CONDITION. LICENSEE UNDERSTANDS THAT THERE MAY BE HIDDEN HAZARDS, INCLUDING BUT NOT LIMITED TO HOLES, FENCE WIRE, SNAKES, WELLS, SWAMPS, PONDS, HARMFUL PLANTS AND UNAUTHORIZED PERSONS ON THE PROPERTY, OR OTHER RISKS THAT MAY CAUSE INJURY OR DEATH. LICENSEE ASSUMES ALL THESE RISKS AS ITS OWN RESPONSIBILITY, AND AGREES TO HOLD TAC, ITS OFFICERS, DIRECTORS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF LOSS, DAMAGES, LIABILITIES, PERSONAL INJURIES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO COURT COSTS, LITIGATION EXPENSES AND ATTORNEYS' FEES) INCURRED AS A RESULT OF ANY INJURY TO OR DEATH OF ANY PERSON OR PERSONS OR ANY DAMAGE TO PROPERTY IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE ACTIVITIES OF LICENSEE, ITS MEMBERS, GUESTS, INVITEES,



AGENTS OR EMPLOYEES, OR ANY OTHER PERSON ON THE PROPERTY UNDER THE AUTHORITY OF THIS AGREEMENT. TAC IS AN AGRITOURISM ENTITY UNDER THIS LEASE AND IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES.

21. This Agreement may be terminated by TAC at any time for any breach of any term of this Agreement. Notice of Termination shall be in writing and may be hand delivered to Licensee, or any member thereof, or may be sent by mail to Licensee. Termination shall be effective immediately in the event of hand delivery, and on the third day after deposit of the notice in the mail addressed to Licensee at the address indicated below. Termination pursuant to this paragraph shall not entitle Licensee to a refund of the license fee. Termination pursuant to this paragraph shall disqualify Licensee and each member, partner or shareholder of Licensee from hunting on TAC property for the next three hunting years.

22. This Agreement may be cancelled by TAC at any time without cause upon thirty days written notice to Licensee mailed to the address indicated below. If this Agreement is cancelled pursuant to this paragraph, TAC shall refund to Licensee part of the license fee, prorated according to the number of days remaining in the term of this Agreement.

23. Licensee may terminate this Agreement at any time upon three days notice to TAC. If this Agreement is terminate by Licensee pursuant to this paragraph, no part of the license fee shall be refunded. Termination pursuant to this paragraph shall not release Licensee, its members, guests, invitees, agents or employees form the liabilities and indemnities provided in this agreement which shall survive the termination of this Agreement.

24. TAC is under no obligation to renew this Agreement, and Licensee has no priority rights or options to extend or renew this Agreement.

25. This agreement constitutes the entire agreement between TAC and Licensee with respect to the Property, rights and privileges addressed herein. All agreements, rights and privileges addressed herein which are binding upon or applicable to either TAC or Licensee shall also be binding upon and applicable to the heirs, successors and legal representatives of the parties.

26. No amendment to this Agreement shall be binding upon TAC or Licensee unless it is in writing and executed by both parties.

27. This Agreement and the rights and duties of the parties under it are governed by the laws of the State of Texas. Any litigation regarding the terms or enforcement of this Agreement shall be filed and maintained in the District Court of Bowie County, Texas.

28. Licensee shall furnish TAC and its consultant a list of its members, partners and/or shareholders and their addresses, together with their acceptance and agreement to be bound by the terms and conditions hereof on the form attached hereto as "Exhibit B" which is hereby incorporated and a part hereof.

29. The term "Licensee" as used herein means the Licensee named above together with its members, guests, invitees, agents, employees and all others on the Property with the consent of Licensee and/or its members.

30. Licensee shall provide general liability insurance in the amounts required by TAC by paying in addition to the license fee a portion of the premium upon a policy to be obtained by Kingwood Forestry Services, Inc.-TX on behalf of TAC.

Executed and effective as of the date of the later to sign of the parties.

\_\_\_\_\_  
By: *Hawk Corbell*  
Name: Hawk Corbell (Hawj)  
Title: Licensee  
Address: 257 CR 1231  
Texarkana, Tx 75501  
Telephone: 903-277-0591  
Date: 5/20/2021

TexAmericas Center

By: \_\_\_\_\_  
Scott Norton  
Executive Director/CEO  
107 Chapel Lane  
New Boston, TX 75570  
Telephone: 903-223-9841  
Date: \_\_\_\_\_

TAC's Consultant:  
Kingwood Forestry Services, Inc.-TX  
P.O. Box 5887  
Texarkana, TX 75505  
Telephone: 903-831-5200

Exhibit A - Tract Map  
Exhibit B - Membership Information

EXHIBIT B

CLUB MEMBERSHIP INFORMATION

The undersigned, constituting all the members, owners, partners or shareholders of the Licensee hereby warrant and represent that we have each read the terms and conditions of the Hunting License Agreement, and we each, jointly and severally, accept said terms and agree to abide by and be bound to perform the terms as stated in said Hunting License Agreement.

1. Member's Name and Address:


H Corbell  
257 CR 1231  
Texarkana, Tx 75501



Member's signature

2. Member's Name and Address:


DALTON GREEN  
257 CR 1231  
Texarkana, Tx 75501



Member's signature

3. Member's Name and Address:

SAVANNAH CORBELL  
257 CR 1231  
Texarkana, Tx 75501



Member's signature

4. Member's Name and Address:

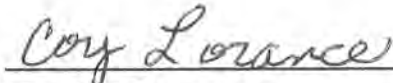
BRIAN TAYLOR  
3014 Black Oak  
Stillwater, Ok 74074



Member's signature

5. Member's Name and Address:

COY LORANCE  
P.O. Box 1  
NASH, TX 75569



Member's signature

903-276-7265

6. Members Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Member's signature

(Continue on additional pages if necessary to have all member information and signatures.)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Savannah Corbell  
**HUNTER'S ADDRESS:** P.O. Box 416 Redwater, Tx 75573

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. Negligence of Property Owner. THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 6/3/2021

Savannah Corbell  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** DALTON GREEN  
**HUNTER'S ADDRESS:** 257 CR 1231 Texarkana, Tx 75501

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 6/2/2021



HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Coy Lorange  
**HUNTER'S ADDRESS:** P.O. Box 1 Fort Worth, TX 75569

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

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Date: 6/2/2021

Coy Lorange  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Hank Corbell  
**HUNTER'S ADDRESS:** P.O. Box 416 Redwater, TX 75573

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

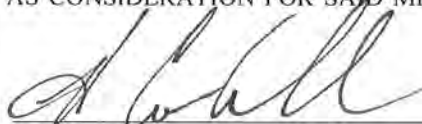
2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

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Date: 6/2/2021

  
\_\_\_\_\_  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Brian Taylor  
**HUNTER'S ADDRESS:** 3014 Black Oak, Stillwater, Ok 74074

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 6/2/2021

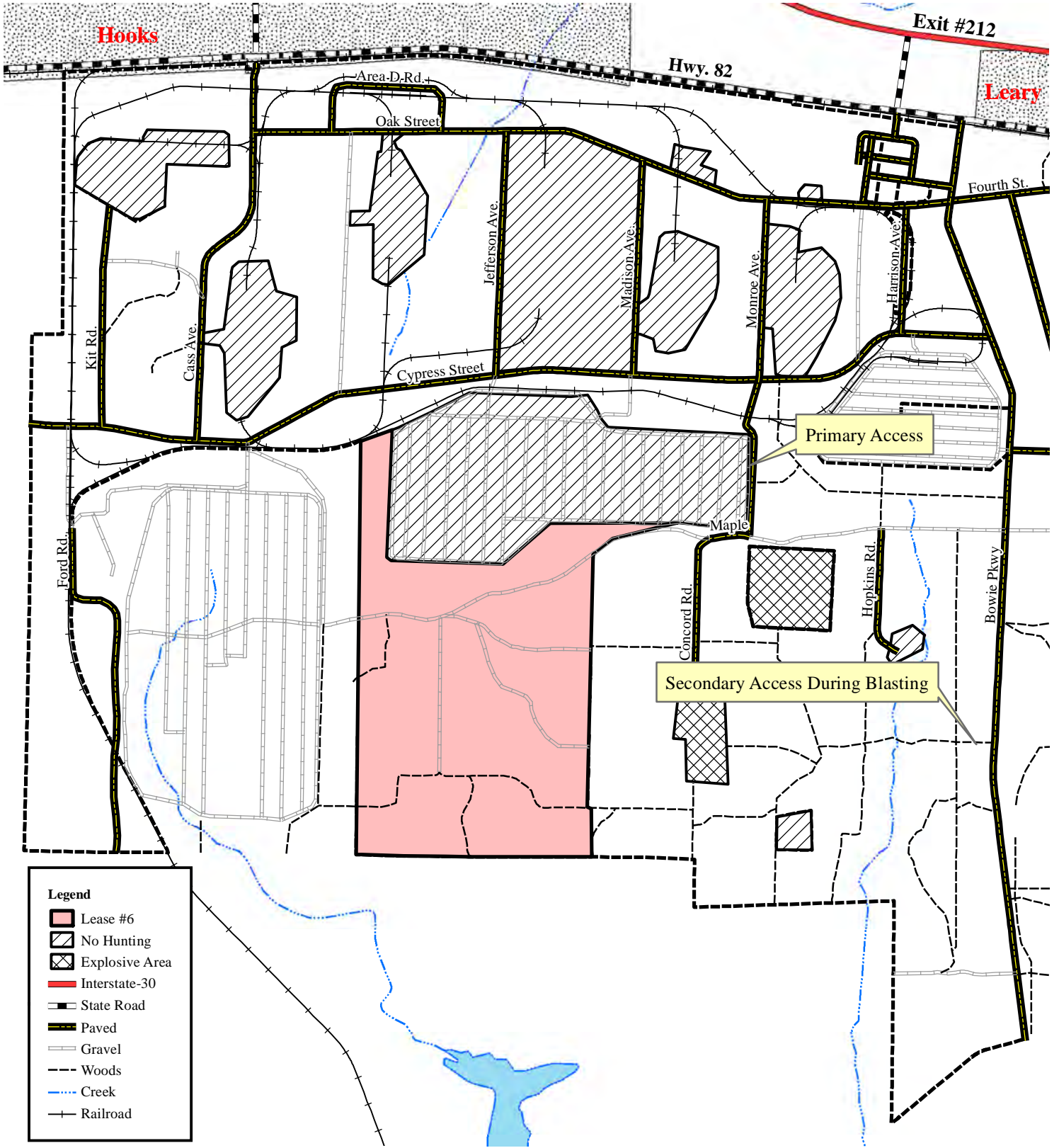
  
\_\_\_\_\_  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

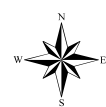


TexAmericas Center  
TAC-East  
Hunting Lease #6 Map  
+/- 1045 Acres  
Bowie County, Texas



- Legend**
- Lease #6
  - No Hunting
  - Explosive Area
  - Interstate-30
  - State Road
  - Paved
  - Gravel
  - Woods
  - Creek
  - Railroad

0 0.5  
Miles



Tiger Data  
Printed: September, 2015  
Printed By: PWV

## HUNTING LICENSE AGREEMENT

This HUNTING LICENSE AGREEMENT, hereinafter called the "Agreement", is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, between TexAmericas Center, 107 Chapel Lane, New Boston, Texas, hereinafter called "TAC", and David Lashford, 13 Lone Star Parkway, Texarkana, State of Texas, whether one or more, hereinafter called "Licensee".

For and in consideration of the sums to be paid by Licensee to TAC and the covenants herein stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between TAC and Licensee as follows:

1. TAC hereby grants to Licensee certain hunting rights, subject to the terms and conditions set forth here, on the property described below and on the map attached hereto as "Exhibit A", hereinafter called the "Property", and by reference made a part hereof:

Tract Number   7  

Approx. Acreage  635  (TAC makes no warranty or representation to the acreage)

Railroad tracks and corridors measured 25 feet on each side of the centerline of the tracks are excluded from the Property and may not be hunted.

2. Licensee shall pay a license fee to TAC upon execution of this Agreement in the amount of \$ 3,911.60 (\$6.16 per acre including insurance) by check payable to TAC's hunting consultant, Kingwood Forestry Services, Inc., P.O. Box 5887, Texarkana, TX 75505.

3. THE RIGHTS WHICH TAC GRANTS TO LICENSEE HERREUNDER SHALL CONSTITUTE A MERE LICENSE AND SHALL NOT BE CONSTRUED AS A SALE, TRANSFER, LEASE, PROFIT, OR OTHER DISPOSITION OF ANY INTEREST IN THE PROPERTY. LICENSEE'S EXERCISE OF ANY RIGHTS HEREUNDER IS PERMISSIVE ONLY AND IN NO SENSE ADVERSE TO THE TITLE, OWNERSHIP AND POSSESSION OF TAC. THE RIGHTS HEREIN GRANTED ARE SOLELY RESTRICTED TO HUNTING RIGHTS.

4. The term of this Agreement shall be for the period beginning on June 15, 2021, and ending on June 14, 2022, with two (2) one-year options, unless terminated earlier as provided herein. Upon expiration or cancellation of this Agreement, all rights granted hereunder shall be revoked and this Agreement shall be of no further force and effect; provide, however, the liability and obligations of Licensee hereunder shall survive the expiration or cancellation of this Agreement.



5. TAC reserves the right for itself and its contractors and agents to enter the Property at any time for any purpose. Licensee recognizes the primary right of licensor to the Property. Licensee shall not interfere with any of the rights of TAC.

6. No more than 1 hunter per 50 acres of the Tract may be hunting at the same time. Only one camp site may be maintained on the Property and TAC must approve the location of the camp site. Only one camp fire pit may be located on the camp site. No fires may be started on the Property other than in the camp site. All camp sites shall be maintained in a neat and orderly manner. Licensee shall keep the Property free of litter and debris at all times. All camp sites must be restored to the condition they were in at the commencement of the Term, including but not limited to filling and leveling of all holes and pits. All campsites must be approved by TAC before moving any equipment to the site.

7. No permanent structures may be erected upon the Property at any time. All temporary structures including but not limited to deer stands, game feeders and other property of Licensee, must have a tag on it with the name of the owner and a phone number where the owner can be reached, and must be removed from the Property prior to expiration of this Agreement. Any personal property of Licensee, its members, guests, invitees, agents, contractors or employees remaining on the Property at the end of the Term of this Agreement shall be deemed abandoned and shall become the property of TAC; alternatively, TAC may require Licensee to remove such personal property and or any structures constructed during the term of this Agreement, or TAC may remove any of the foregoing at Licensee's sole cost and expense.

8. Licensee may not occupy, use, remove, destruct or otherwise alter any improvements existing on the Property at the commencement of the Term of this Agreement.

9. No motor vehicles, other than four wheel all terrain vehicles, may be driven or parked on the Property other than on the access roadways to the Property or in the area of the camp site. Licensee and persons on the Property with the consent of Licensee shall not block the access roadways to the Property. Licensee shall make all reasonable efforts to avoid rutting of the Property. Licensee agrees to compensate TAC for the expense to repair damage to roadways and rutting of the Property by Licensee and those persons on the Property with the consent of Licensee. No motorcycles, dirt bikes, or other vehicles having less than 4 wheels may be used on the Property. All motor vehicles parked on or near access roads and the camp site shall have displayed on the dash of the vehicle clearly visible through the windshield a parking permit issued by TAC's consultant, Kingwood Forestry Services, Inc.-TX. Vehicles which do not have a parking permit visibly displayed as required are subject to being towed from the premises and impounded. The vehicle owner shall be responsible for paying, or reimbursing TAC or its consultant, all fees and charges owed for towing and storage of the vehicle.

10. Hunting may only be conducted using shotguns, muzzle loading long guns, rifles, and archery. No hunting, deer stands or blinds shall be allowed or permitted on or within fifty (50) feet of the roadways on or adjoining the Property, any railroad tracks on the Property, or within fifty (50) feet of the boundaries of the Property (Tract). Hunters must use appropriate safety equipment including but not limited to orange vests or jackets. No shooting across boundaries of the Property (Tract), railroad tracks, or adjoining roads may be conducted. Hunters shall report all game kills to TAC's consultant, Kingwood Forestry Services, Inc.-TX within two (2) business days after the kill. Cleaning of animals and/or dumping of carcasses in the right-of-way of roads is prohibited.

**11. The driving of nails, spikes, screws, bolts or any other metal object into any tree on the Property for building deer stands or for any other purpose is strictly prohibited.**

12. Licensee shall use the Property for hunting purposes only. Licensee shall compensate TAC for any damage to trees, roads, fences, buildings or other improvements located on the Property.

13. All local, state and federal laws, including but not limited to hunting regulations, shall be observed by Licensee, its members, guests, invitees, agents, employees and others on the Property with the consent of Licensee. If Licensee observes any illegal activity on the Property or on any other property in the vicinity of the Property, Licensee shall report such activity to TAC or its consultant Kingwood Forestry Services, Inc.-TX immediately.

14. Each and every person who intends to hunt upon the Property must prior to the initiation of the hunt execute and deliver to TAC's consultant, Kingwood Forestry Services, Inc.-TX the required HUNTER RELEASE, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT.

15. None of the rights granted herein may be assigned, transferred or sublicensed by Licensee. Licensee shall not engage in any guided hunting, fee hunting, or any other commercial hunting on the Property, nor permit any other persons to do so. Any attempted or purported assignment, transfer, sublicensing or commercial use by Licensee or any of its members, guests, invitees, agents, contractors or employees shall be void, and shall at TAC's election be cause for the immediate termination of this Agreement.

16. Licensee, its members, guests, invitees, agents, and employees shall enter the Property AT THEIR OWN RISK, and shall not use the Property in any manner which might interfere with the rights of TAC, its agents, contractors and employees including the right to cut and remove any trees or stumps from the Property. Licensee acknowledges and agrees that the Property is part of a former military installation, and is subject to environmental inspection, characterization and remediation in accordance with the terms of the documents whereby the United States of

America acting by and through the Department of the Army conveyed the Property to TAC, and it may be necessary for the Department of the Army and/or its contractors and/or TAC and/or its contractors to access the Property to conduct environmental activities upon the Property. In such event, TAC shall notify Licensee of the dates and times for such activity, and the right to hunt during such times may be limited or restricted as indicated by TAC in its notice to the Licensee. Furthermore, it may be necessary in some cases to limit hunting activities upon the Property or parts thereof during Department of the Army or TAC activities upon adjoining property which require the imposition of Blast Arcs upon the Property or parts thereof. In such event TAC shall notify Licensee of the time and location of the Blast Arcs and no hunting will be permitted during such times in said locations. In the event that a person uncovers, observes or otherwise becomes aware of military grade ammunition, projectiles, mines, grenades, or other munitions of concern, including but not limited to shell fragments and casings, the individual and the Licensee shall immediately move away from the area, mark the location of the materials upon a map or drawing of the area, and contact TAC during normal business hours at 903-223-9841, or call 911 emergency center during after hours, weekends and holidays or if TAC cannot be reached.

17. TAC reserves the right to restrict Licensee's use of the Property, including but not limited to prohibition of camp fires and open flames, if in the sole judgment of TAC weather condition present an extreme fire hazard to the timber located on the Property.

18. TAC reserves the right to impose additional restrictions on the use of the Property as may be necessary in the sole judgment of TAC to protect the Property or the game on the Property.

19. TAC has no responsibility for protecting the Property from trespass. Licensee shall have the right to post signs at all boundary lines and points of access to the property such as "Posted-No Hunting-Private Hunting Club Members Only". The club name may also be included on such signs. All such signs must be removed prior to the expiration of the Term of this Agreement.

20. IT IS UNDERSTOOD AND AGREED THAT LICENSEE ACCEPTS THE PROPERTY IN ITS PRESENT "AS IS" CONDITION. LICENSEE UNDERSTANDS THAT THERE MAY BE HIDDEN HAZARDS, INCLUDING BUT NOT LIMITED TO HOLES, FENCE WIRE, SNAKES, WELLS, SWAMPS, PONDS, HARMFUL PLANTS AND UNAUTHORIZED PERSONS ON THE PROPERTY, OR OTHER RISKS THAT MAY CAUSE INJURY OR DEATH. LICENSEE ASSUMES ALL THESE RISKS AS ITS OWN RESPONSIBILITY, AND AGREES TO HOLD TAC, ITS OFFICERS, DIRECTORS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF LOSS, DAMAGES, LIABILITIES, PERSONAL INJURIES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO COURT COSTS, LITIGATION EXPENSES AND ATTORNEYS' FEES) INCURRED AS A RESULT OF ANY INJURY TO OR DEATH OF ANY PERSON OR PERSONS OR ANY DAMAGE TO PROPERTY IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE ACTIVITIES OF LICENSEE, ITS MEMBERS, GUESTS, INVITEES,

AGENTS OR EMPLOYEES, OR ANY OTHER PERSON ON THE PROPERTY UNDER THE AUTHORITY OF THIS AGREEMENT. TAC IS AN AGRITOURISM ENTITY UNDER THIS LEASE AND IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES.

21. This Agreement may be terminated by TAC at any time for any breach of any term of this Agreement. Notice of Termination shall be in writing and may be hand delivered to Licensee, or any member thereof, or may be sent by mail to Licensee. Termination shall be effective immediately in the event of hand delivery, and on the third day after deposit of the notice in the mail addressed to Licensee at the address indicated below. Termination pursuant to this paragraph shall not entitle Licensee to a refund of the license fee. Termination pursuant to this paragraph shall disqualify Licensee and each member, partner or shareholder of Licensee from hunting on TAC property for the next three hunting years.

22. This Agreement may be cancelled by TAC at any time without cause upon thirty days written notice to Licensee mailed to the address indicated below. If this Agreement is cancelled pursuant to this paragraph, TAC shall refund to Licensee part of the license fee, prorated according to the number of days remaining in the term of this Agreement.

23. Licensee may terminate this Agreement at any time upon three days notice to TAC. If this Agreement is terminate by Licensee pursuant to this paragraph, no part of the license fee shall be refunded. Termination pursuant to this paragraph shall not release Licensee, its members, guests, invitees, agents or employees form the liabilities and indemnities provided in this agreement which shall survive the termination of this Agreement.

24. TAC is under no obligation to renew this Agreement, and Licensee has no priority rights or options to extend or renew this Agreement.

25. This agreement constitutes the entire agreement between TAC and Licensee with respect to the Property, rights and privileges addressed herein. All agreements, rights and privileges addressed herein which are binding upon or applicable to either TAC or Licensee shall also be binding upon and applicable to the heirs, successors and legal representatives of the parties.

26. No amendment to this Agreement shall be binding upon TAC or Licensee unless it is in writing and executed by both parties.

27. This Agreement and the rights and duties of the parties under it are governed by the laws of the State of Texas. Any litigation regarding the terms or enforcement of this Agreement shall be filed and maintained in the District Court of Bowie County, Texas.

28. Licensee shall furnish TAC and its consultant a list of its members, partners and/or shareholders and their addresses, together with their acceptance and agreement to be bound by the terms and conditions hereof on the form attached hereto as "Exhibit B" which is hereby incorporated and a part hereof.

29. The term "Licensee" as used herein means the Licensee named above together with its members, guests, invitees, agents, employees and all others on the Property with the consent of Licensee and/or its members.

30. Licensee shall provide general liability insurance in the amounts required by TAC by paying in addition to the license fee a portion of the premium upon a policy to be obtained by Kingwood Forestry Services, Inc.-TX on behalf of TAC.

Executed and effective as of the date of the later to sign of the parties.

\_\_\_\_\_  
By: David Washford  
Name: DAVID WASHFORD  
Title: \_\_\_\_\_  
Address: 13 LONE STAR RRMWY  
\_\_\_\_\_  
Telephone: 903-826-8074  
Date: 6-2-21

TexAmericas Center

By: \_\_\_\_\_  
Scott Norton  
Executive Director/CEO  
107 Chapel Lane  
New Boston, TX 75570  
Telephone: 903-223-9841  
Date: \_\_\_\_\_

TAC's Consultant:  
Kingwood Forestry Services, Inc.-TX  
P.O. Box 5887  
Texarkana, TX 75505  
Telephone: 903-831-5200

Exhibit A - Tract Map  
Exhibit B - Membership Information



18. ~~Russell Griffin  
12319 FM 2728  
Terrell, Texas 75161  
Cell: 214-957-4770  
Email: [m.wgriffin@yahoo.com](mailto:m.wgriffin@yahoo.com)~~

*Robert C. Cayano*  
Member's Signature

ROBERT C. CAYANO  
2357 TRELLEA RD  
TEXARKANA, TX 75501  
CELL: 903-748-1406

Updated: 05/15/2018

Additional Members on the Waiting List:


- |                             |                         |                        |   |
|-----------------------------|-------------------------|------------------------|---|
| <del>1. Parker Jones</del>  | <del>903-748-5125</del> | <del>Sam Rivas</del>   | <del><a href="mailto:joneskristina84@yahoo.com">joneskristina84@yahoo.com</a></del> |
| <del>2. Mike Venable</del>  | <del>903-824-2070</del> | <del>Sam Rivas</del>   | <del><a href="mailto:Venableconst@gmail.com">Venableconst@gmail.com</a></del>       |
| <del>3. Cory Venable</del>  | <del>903-824-2070</del> | <del>Sam Rivas</del>   |   |
| <del>4. Mark Griffin</del>  | <del>972-351-2960</del> | <del>Mike Little</del> | <del>12319 FM 2728, Terrell,<br/>TX 75161</del>                                     |
| <del>5. Aleck Griffin</del> | <del>214-938-0853</del> | <del>Mike Little</del> | <del>902 Melody Circle,<br/>Kaufman, TX 75142</del>                                 |

7. Phillip Scarborough  
223 Joe Thomas Road  
Texarkana, Texas 75501  
Cell: 903-290-8623  
Email: [pwsweldingservices@yahoo.com](mailto:pwsweldingservices@yahoo.com)

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Member's Signature

8. Sam Rivas  
4016 Rio Grande Ave  
Texarkana, Texas 75503  
Cell: 903.280.5547  
Email: [samuel.rivas@texarkanacollege.edu](mailto:samuel.rivas@texarkanacollege.edu)



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Member's Signature

9. Scott Lawing  
Bureau of Prisons  
675 Beaver Lake Drive  
Texarkana, Texas 75501  
Email: [salaw@windstream.net](mailto:salaw@windstream.net)  
Cell: 903-277-6302

---

Member's Signature

10. Stephen Gass  
8130 Coyote Trail  
Texarkana, Texas 75503  
Email: [Stephen.Gass@texarkanacollege.edu](mailto:Stephen.Gass@texarkanacollege.edu)  
Cell: 903-748-8866

---

Member's Signature

11. Jason Haak  
7211 Richland Drive  
Texarkana, Texas 75503  
Email: [haak@txkusa.org](mailto:haak@txkusa.org)  
Cell: 903-293-3734

---

Member's Signature


EXHIBIT B

CLUB MEMBERSHIP INFORMATION

The undersigned, constituting all the members, owners, partners or shareholders of the Licensee hereby warrant and represent that we have each read the terms and conditions of the Hunting License Agreement, and we each, jointly and severally, accept said terms and agree to abide by and be bound to perform the terms as stated in said Hunting License Agreement.

✓ 1. Member's Name and Address:

STEPHEN GASS  
8130 COYOTE TRAIL  
TOXARKANA, TX 75307

  
Member's signature

2. Member's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

3. Member's Name and Address:

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Member's signature

4. Member's Name and Address:

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Member's signature

5. Member's Name and Address:

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\_\_\_\_\_  
Member's signature

6. Members Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
Member's signature

(Continue on additional pages if necessary to have all member information and signatures.)

12. Alan Brogdon  
2748 Gun Club Road  
Texarkana, Texas 75501  
Email: [kadeaux5@gmail.com](mailto:kadeaux5@gmail.com)  
Cell: 903-824-2614

---


Member's Signature

13. Parker Jones  
2208 Phillips Lane  
Texarkana, Texas 75501  
Cell: 903-748-5125  
Email: [Parkerray2004@aol.com](mailto:Parkerray2004@aol.com)

---

Member's Signature

14. Cory Venable  
194 Eylau Hills Road  
Texarkana, Texas 75501  
Cell: 903-824-6979  
Email: [Cory\\_pch@hotmail.com](mailto:Cory_pch@hotmail.com)



---

Member's Signature

15. Mike Venable  
207 Eylau Hills Road  
Texarkana, Texas 75501  
Cell: 903-824-2070  
Email: [Venableconst@gmail.com](mailto:Venableconst@gmail.com)

---

Member's Signature

16. Aleck Griffin  
9802 FM 2860  
Kaufman, Texas 75142  
Cell: 214-938-0853  
Email: [aleckgriffin@yahoo.com](mailto:aleckgriffin@yahoo.com)

---

Member's Signature

17. Marc Griffin  
12319 FM 2728  
Terrell, Texas 75161  
Cell: 972-351-2960  
Email: [m.wgriffin@yahoo.com](mailto:m.wgriffin@yahoo.com)

---

Member's Signature

12. Alan Brogdon  
2748 Gun Club Road  
Texarkana, Texas 75501  
Email: [kadeaux5@gmail.com](mailto:kadeaux5@gmail.com)  
Cell: 903-824-2614

---

Member's Signature

13. Parker Jones  
2208 Phillips Lane  
Texarkana, Texas 75501  
Cell: 903-748-5125  
Email: [Parkerray2004@aol.com](mailto:Parkerray2004@aol.com)

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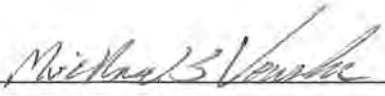
Member's Signature

14. Cory Venable  
194 Eylau Hills Road  
Texarkana, Texas 75501  
Cell: 903-824-6979  
Email: [Cory\\_pch@hotmail.com](mailto:Cory_pch@hotmail.com)

---

Member's Signature

15. Mike Venable  
207 Eylau Hills Road  
Texarkana, Texas 75501  
Cell: 903-824-2070  
Email: [Venableconst@gmail.com](mailto:Venableconst@gmail.com)



---

Member's Signature

16. Aleck Griffin  
9802 FM 2860  
Kaufman, Texas 75142  
Cell: 214-938-0853  
Email: [aleckgriffin@yahoo.com](mailto:aleckgriffin@yahoo.com)

---

Member's Signature

17. Marc Griffin  
12319 FM 2728  
Terrell, Texas 75161  
Cell: 972-351-2960  
Email: [m.wgriffin@yahoo.com](mailto:m.wgriffin@yahoo.com)

---

Member's Signature



EXHIBIT B

CLUB MEMBERSHIP INFORMATION

The undersigned, constituting all the members, owners, partners or shareholders of the Licensee hereby warrant and represent that we have each read the terms and conditions of the Hunting License Agreement, and we each, jointly and severally, accept said terms and agree to abide by and be bound to perform the terms as stated in said Hunting License Agreement.

1. Member's Name and Address:

David E. Mounsey  
401 W 38th St  
Texarkana, TX 75503

David E. Mounsey  
Member's signature

2. Member's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

3. Member's Name and Address:

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Member's signature

4. Member's Name and Address:

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Member's signature

5. Member's Name and Address:

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\_\_\_\_\_  
Member's signature

6. Members Name and Address:

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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

(Continue on additional pages if necessary to have all member information and signatures.)

**Member List for D & D Hunt Club at the TexAmericas Center 2020-21 (Lease #7, 732 acres)**

1. ✓ David Lashford  
13 Lone Star Parkway  
Texarkana, Texas 75503  
Cell: 903-826-8074  
Email: [dlashford73@gmail.com](mailto:dlashford73@gmail.com)

  
Member's Signature

2. ✓ David Mounsey  
401 W. 38<sup>th</sup> Street  
Texarkana, Texas 75504  
Home: 903-791-1022  
Cell: 903-701-2896  
Email: [dkm28415@aol.com](mailto:dkm28415@aol.com)

\_\_\_\_\_  
Member's Signature

3. ✓ Anthony Cigainero  
10126 West 7<sup>th</sup> Street  
Texarkana, Texas 75501  
Cell: 903-490-9857  
Email: [c.cigainero@yahoo.com](mailto:c.cigainero@yahoo.com)

  
Member's Signature

4. Mike Sewell  
2 Fairground Avenue  
Texarkana, Texas 75503  
Home: 903-748-5958  
Email: [Michaelsewell57@yahoo.com](mailto:Michaelsewell57@yahoo.com)

\_\_\_\_\_  
Member's Signature

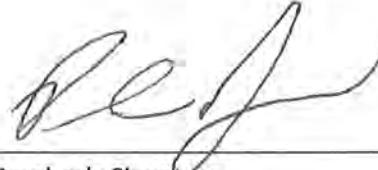
5. Mike Little  
512 S. Mosley Road  
Texarkana, AR 71854  
Cell: 903-277-2697  
Email: [bsa3210@aol.com](mailto:bsa3210@aol.com)

\_\_\_\_\_  
Member's Signature

6. ✓ Wayne Pardue  
206 Morningside Drive  
Hooks, Texas 75561  
Cell: 903-571-0534  
Email: [wayne\\_pardue@yahoo.com](mailto:wayne_pardue@yahoo.com)

  
Member's Signature

✓ 13. Parker Jones  
2208 Phillips Lane  
Texarkana, Texas 75501  
Cell: 903-748-5125  
Email: [Parkerray2004@aol.com](mailto:Parkerray2004@aol.com)



Member's Signature

14. Cory Venable  
194 Eylau Hills Road  
Texarkana, Texas 75501  
Cell: 903-824-6979  
Email: [Cory\\_pch@hotmail.com](mailto:Cory_pch@hotmail.com)

Member's Signature

15. Mike Venable  
207 Eylau Hills Road  
Texarkana, Texas 75501  
Cell: 903-824-2070  
Email: [Venableconst@gmail.com](mailto:Venableconst@gmail.com)

Member's Signature

16. Aleck Griffin  
9802 FM 2860  
Kaufman, Texas 75142  
Cell: 214-938-0853  
Email: [aleckgriffin@yahoo.com](mailto:aleckgriffin@yahoo.com)

Member's Signature

17. ~~Marc Griffin~~  
*Michael*  
12319 FM 2728  
Terrell, Texas 75161  
Cell: 972-351-2960  
Email: [m.wgriffin@yahoo.com](mailto:m.wgriffin@yahoo.com)

Member's Signature

18. ~~Russell Griffin~~  
12319 FM 2728  
Terrell, Texas 75161  
Cell: 214-957-4770  
Email: [m.wgriffin@yahoo.com](mailto:m.wgriffin@yahoo.com)

Member's Signature

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Cory Venable  
**HUNTER'S ADDRESS:** 194 Eylan Hills Rd Texarkana, Tx 75501

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5-24-21

  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Mike Venable  
**HUNTER'S ADDRESS:** 207 Eylan Hills Rd

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5-27-21 Michael S Venable  
HUNTER

Date: \_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** WAYNE PAROSE  
**HUNTER'S ADDRESS:** 206 MORNING SIDG DR. ABOCKS TX 75561

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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4. **Negligence of Property Owner. THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5/28/2021

  
\_\_\_\_\_  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Tony Cisainero  
**HUNTER'S ADDRESS:** 10126 West 7th

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5-28-2021

Anthony Cisainero  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** David E. Mounsey  
**HUNTER'S ADDRESS:** 401 W 38<sup>th</sup> St Texarkana, TX 75503

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

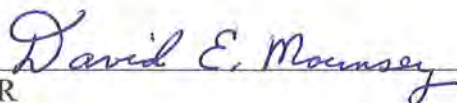
2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

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4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 05/21/2021 \_\_\_\_\_

  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West

**PROPERTY OWNER:** TexAmericas Center

**HUNTER:** DAVID LASHFORD

**HUNTER'S ADDRESS:** 13 LONE STAR PRKY  
Texarkana TX 75503

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 6-1-21

David Lashford  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** STEPHEN GASS  
**HUNTER'S ADDRESS:** 8130 COYOTE TRAIL, TEXARKANA, TX

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 8/31/21

  
\_\_\_\_\_  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West

**PROPERTY OWNER:** TexAmericas Center

**HUNTER:** Parker Jones

**HUNTER'S ADDRESS:** 2208 Phillips Lane Texarkana TX 75501

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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Date: 6/1/21

  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Samuel Rivas  
**HUNTER'S ADDRESS:** 4016 Rio Grande Avenue

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 05/21/21

SRivas  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** ROBERT CIGMINERO  
**HUNTER'S ADDRESS:** 2357 TREXLER RD TEXARKANA TX 75501

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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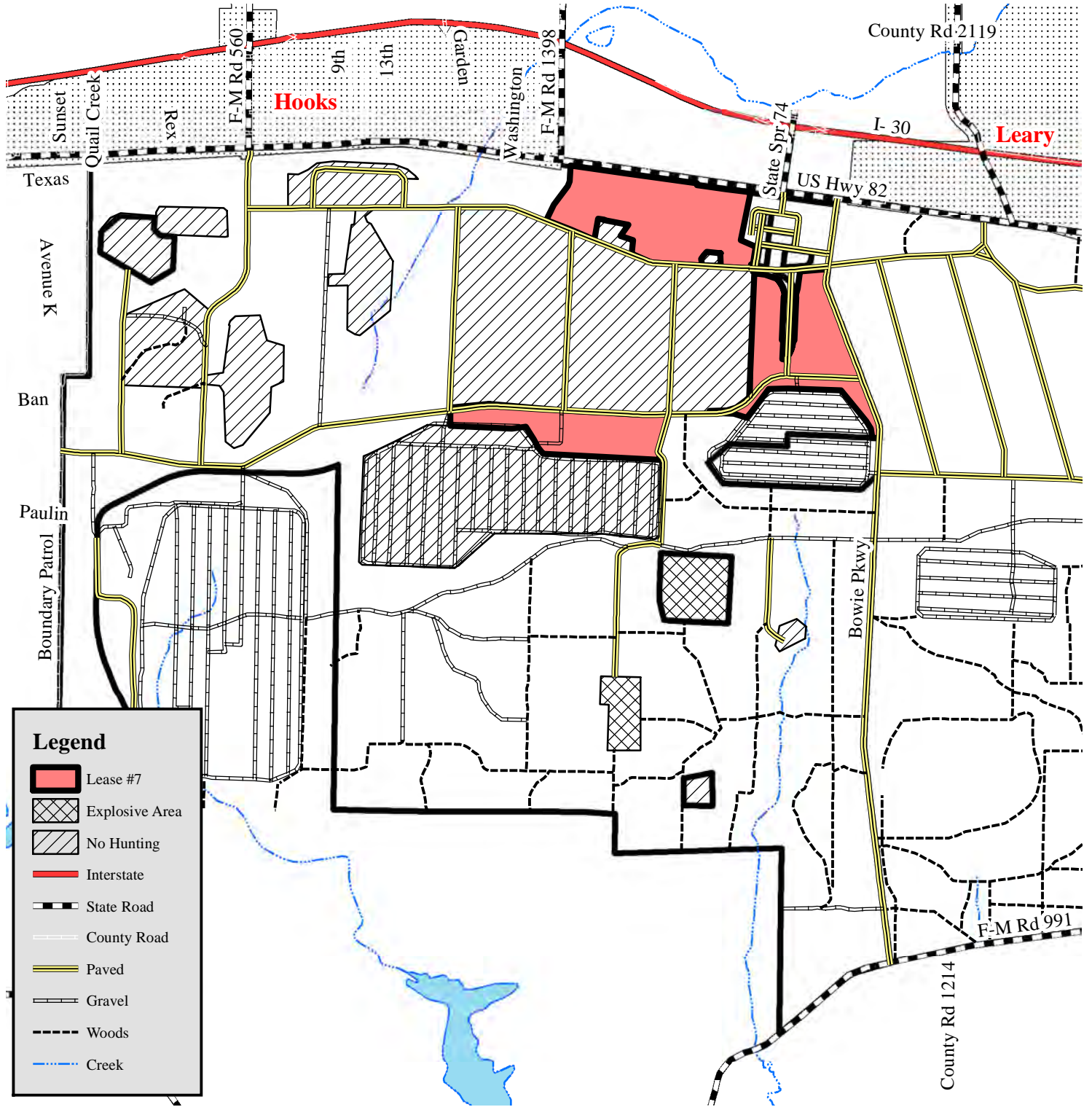
Date: 5/31/21

Robert Gray  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

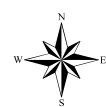
**TexAmericas Center  
TAC-East  
Hunting Lease #7 Map  
+/- 635 Acres  
Bowie County, Texas**



**Legend**

- Lease #7
- Explosive Area
- No Hunting
- Interstate
- State Road
- County Road
- Paved
- Gravel
- Woods
- Creek

0 0.2  
Miles



Printed: May, 2021  
Printed By: PLSG

## HUNTING LICENSE AGREEMENT

This HUNTING LICENSE AGREEMENT, hereinafter called the "Agreement", is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, between TexAmericas Center, 107 Chapel Lane, New Boston, Texas, hereinafter called "TAC", and Brian Whelchel, 440 Southern Lake Rd, Texarkana, State of Texas, whether one or more, hereinafter called "Licensee".

For and in consideration of the sums to be paid by Licensee to TAC and the covenants herein stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between TAC and Licensee as follows:

1. TAC hereby grants to Licensee certain hunting rights, subject to the terms and conditions set forth here, on the property described below and on the map attached hereto as "Exhibit A", hereinafter called the "Property", and by reference made a part hereof:

Tract Number   8  

Approx. Acreage  1310  (TAC makes no warranty or representation to the acreage)

Railroad tracks and corridors measured 25 feet on each side of the centerline of the tracks are excluded from the Property and may not be hunted.

2. Licensee shall pay a license fee to TAC upon execution of this Agreement in the amount of \$ 8,069.60 (\$6.16 per acre including insurance) by check payable to TAC's hunting consultant, Kingwood Forestry Services, Inc., P.O. Box 5887, Texarkana, TX 75505.

3. THE RIGHTS WHICH TAC GRANTS TO LICENSEE HERREUNDER SHALL CONSTITUTE A MERE LICENSE AND SHALL NOT BE CONSTRUED AS A SALE, TRANSFER, LEASE, PROFIT, OR OTHER DISPOSITION OF ANY INTEREST IN THE PROPERTY. LICENSEE'S EXERCISE OF ANY RIGHTS HEREUNDER IS PERMISSIVE ONLY AND IN NO SENSE ADVERSE TO THE TITLE, OWNERSHIP AND POSSESSION OF TAC. THE RIGHTS HEREIN GRANTED ARE SOLELY RESTRICTED TO HUNTING RIGHTS.

4. The term of this Agreement shall be for the period beginning on June 15, 2021, and ending on June 14, 2022, with two (2) one-year options, unless terminated earlier as provided herein. Upon expiration or cancellation of this Agreement, all rights granted hereunder shall be revoked and this Agreement shall be of no further force and effect; provide, however, the liability and obligations of Licensee hereunder shall survive the expiration or cancellation of this Agreement.



5. TAC reserves the right for itself and its contractors and agents to enter the Property at any time for any purpose. Licensee recognizes the primary right of licensor to the Property. Licensee shall not interfere with any of the rights of TAC.

6. No more than 1 hunter per 50 acres of the Tract may be hunting at the same time. Only one camp site may be maintained on the Property and TAC must approve the location of the camp site. Only one camp fire pit may be located on the camp site. No fires may be started on the Property other than in the camp site. All camp sites shall be maintained in a neat and orderly manner. Licensee shall keep the Property free of litter and debris at all times. All camp sites must be restored to the condition they were in at the commencement of the Term, including but not limited to filling and leveling of all holes and pits. All campsites must be approved by TAC before moving any equipment to the site.

7. No permanent structures may be erected upon the Property at any time. All temporary structures including but not limited to deer stands, game feeders and other property of Licensee, must have a tag on it with the name of the owner and a phone number where the owner can be reached, and must be removed from the Property prior to expiration of this Agreement. Any personal property of Licensee, its members, guests, invitees, agents, contractors or employees remaining on the Property at the end of the Term of this Agreement shall be deemed abandoned and shall become the property of TAC; alternatively, TAC may require Licensee to remove such personal property and or any structures constructed during the term of this Agreement, or TAC may remove any of the foregoing at Licensee's sole cost and expense.

8. Licensee may not occupy, use, remove, destruct or otherwise alter any improvements existing on the Property at the commencement of the Term of this Agreement.

9. No motor vehicles, other than four wheel all terrain vehicles, may be driven or parked on the Property other than on the access roadways to the Property or in the area of the camp site. Licensee and persons on the Property with the consent of Licensee shall not block the access roadways to the Property. Licensee shall make all reasonable efforts to avoid rutting of the Property. Licensee agrees to compensate TAC for the expense to repair damage to roadways and rutting of the Property by Licensee and those persons on the Property with the consent of Licensee. No motorcycles, dirt bikes, or other vehicles having less than 4 wheels may be used on the Property. All motor vehicles parked on or near access roads and the camp site shall have displayed on the dash of the vehicle clearly visible through the windshield a parking permit issued by TAC's consultant, Kingwood Forestry Services, Inc.-TX. Vehicles which do not have a parking permit visibly displayed as required are subject to being towed from the premises and impounded. The vehicle owner shall be responsible for paying, or reimbursing TAC or its consultant, all fees and charges owed for towing and storage of the vehicle.

10. Hunting may only be conducted using shotguns, muzzle loading long guns, rifles, and archery. No hunting, deer stands or blinds shall be allowed or permitted on or within fifty (50) feet of the roadways on or adjoining the Property, any railroad tracks on the Property, or within fifty (50) feet of the boundaries of the Property (Tract). Hunters must use appropriate safety equipment including but not limited to orange vests or jackets. No shooting across boundaries of the Property (Tract), railroad tracks, or adjoining roads may be conducted. Hunters shall report all game kills to TAC's consultant, Kingwood Forestry Services, Inc.-TX within two (2) business days after the kill. Cleaning of animals and/or dumping of carcasses in the right-of-way of roads is prohibited.

**11. The driving of nails, spikes, screws, bolts or any other metal object into any tree on the Property for building deer stands or for any other purpose is strictly prohibited.**

12. Licensee shall use the Property for hunting purposes only. Licensee shall compensate TAC for any damage to trees, roads, fences, buildings or other improvements located on the Property.

13. All local, state and federal laws, including but not limited to hunting regulations, shall be observed by Licensee, its members, guests, invitees, agents, employees and others on the Property with the consent of Licensee. If Licensee observes any illegal activity on the Property or on any other property in the vicinity of the Property, Licensee shall report such activity to TAC or its consultant Kingwood Forestry Services, Inc.-TX immediately.

14. Each and every person who intends to hunt upon the Property must prior to the initiation of the hunt execute and deliver to TAC's consultant, Kingwood Forestry Services, Inc.-TX the required HUNTER RELEASE, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT.

15. None of the rights granted herein may be assigned, transferred or sublicensed by Licensee. Licensee shall not engage in any guided hunting, fee hunting, or any other commercial hunting on the Property, nor permit any other persons to do so. Any attempted or purported assignment, transfer, sublicensing or commercial use by Licensee or any of its members, guests, invitees, agents, contractors or employees shall be void, and shall at TAC's election be cause for the immediate termination of this Agreement.

16. Licensee, its members, guests, invitees, agents, and employees shall enter the Property AT THEIR OWN RISK, and shall not use the Property in any manner which might interfere with the rights of TAC, its agents, contractors and employees including the right to cut and remove any trees or stumps from the Property. Licensee acknowledges and agrees that the Property is part of a former military installation, and is subject to environmental inspection, characterization and remediation in accordance with the terms of the documents whereby the United States of

America acting by and through the Department of the Army conveyed the Property to TAC, and it may be necessary for the Department of the Army and/or its contractors and/or TAC and/or its contractors to access the Property to conduct environmental activities upon the Property. In such event, TAC shall notify Licensee of the dates and times for such activity, and the right to hunt during such times may be limited or restricted as indicated by TAC in its notice to the Licensee. Furthermore, it may be necessary in some cases to limit hunting activities upon the Property or parts thereof during Department of the Army or TAC activities upon adjoining property which require the imposition of Blast Arcs upon the Property or parts thereof. In such event TAC shall notify Licensee of the time and location of the Blast Arcs and no hunting will be permitted during such times in said locations. In the event that a person uncovers, observes or otherwise becomes aware of military grade ammunition, projectiles, mines, grenades, or other munitions of concern, including but not limited to shell fragments and casings, the individual and the Licensee shall immediately move away from the area, mark the location of the materials upon a map or drawing of the area, and contact TAC during normal business hours at 903-223-9841, or call 911 emergency center during after hours, weekends and holidays or if TAC cannot be reached.

17. TAC reserves the right to restrict Licensee's use of the Property, including but not limited to prohibition of camp fires and open flames, if in the sole judgment of TAC weather condition present an extreme fire hazard to the timber located on the Property.

18. TAC reserves the right to impose additional restrictions on the use of the Property as may be necessary in the sole judgment of TAC to protect the Property or the game on the Property.

19. TAC has no responsibility for protecting the Property from trespass. Licensee shall have the right to post signs at all boundary lines and points of access to the property such as "Posted-No Hunting-Private Hunting Club Members Only". The club name may also be included on such signs. All such signs must be removed prior to the expiration of the Term of this Agreement.

20. IT IS UNDERSTOOD AND AGREED THAT LICENSEE ACCEPTS THE PROPERTY IN ITS PRESENT "AS IS" CONDITION. LICENSEE UNDERSTANDS THAT THERE MAY BE HIDDEN HAZARDS, INCLUDING BUT NOT LIMITED TO HOLES, FENCE WIRE, SNAKES, WELLS, SWAMPS, PONDS, HARMFUL PLANTS AND UNAUTHORIZED PERSONS ON THE PROPERTY, OR OTHER RISKS THAT MAY CAUSE INJURY OR DEATH. LICENSEE ASSUMES ALL THESE RISKS AS ITS OWN RESPONSIBILITY, AND AGREES TO HOLD TAC, ITS OFFICERS, DIRECTORS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF LOSS, DAMAGES, LIABILITIES, PERSONAL INJURIES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO COURT COSTS, LITIGATION EXPENSES AND ATTORNEYS' FEES) INCURRED AS A RESULT OF ANY INJURY TO OR DEATH OF ANY PERSON OR PERSONS OR ANY DAMAGE TO PROPERTY IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE ACTIVITIES OF LICENSEE, ITS MEMBERS, GUESTS, INVITEES,

AGENTS OR EMPLOYEES, OR ANY OTHER PERSON ON THE PROPERTY UNDER THE AUTHORITY OF THIS AGREEMENT. TAC IS AN AGRITOURISM ENTITY UNDER THIS LEASE AND IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES.

21. This Agreement may be terminated by TAC at any time for any breach of any term of this Agreement. Notice of Termination shall be in writing and may be hand delivered to Licensee, or any member thereof, or may be sent by mail to Licensee. Termination shall be effective immediately in the event of hand delivery, and on the third day after deposit of the notice in the mail addressed to Licensee at the address indicated below. Termination pursuant to this paragraph shall not entitle Licensee to a refund of the license fee. Termination pursuant to this paragraph shall disqualify Licensee and each member, partner or shareholder of Licensee from hunting on TAC property for the next three hunting years.

22. This Agreement may be cancelled by TAC at any time without cause upon thirty days written notice to Licensee mailed to the address indicated below. If this Agreement is cancelled pursuant to this paragraph, TAC shall refund to Licensee part of the license fee, prorated according to the number of days remaining in the term of this Agreement.

23. Licensee may terminate this Agreement at any time upon three days notice to TAC. If this Agreement is terminate by Licensee pursuant to this paragraph, no part of the license fee shall be refunded. Termination pursuant to this paragraph shall not release Licensee, its members, guests, invitees, agents or employees form the liabilities and indemnities provided in this agreement which shall survive the termination of this Agreement.

24. TAC is under no obligation to renew this Agreement, and Licensee has no priority rights or options to extend or renew this Agreement.

25. This agreement constitutes the entire agreement between TAC and Licensee with respect to the Property, rights and privileges addressed herein. All agreements, rights and privileges addressed herein which are binding upon or applicable to either TAC or Licensee shall also be binding upon and applicable to the heirs, successors and legal representatives of the parties.

26. No amendment to this Agreement shall be binding upon TAC or Licensee unless it is in writing and executed by both parties.

27. This Agreement and the rights and duties of the parties under it are governed by the laws of the State of Texas. Any litigation regarding the terms or enforcement of this Agreement shall be filed and maintained in the District Court of Bowie County, Texas.

28. Licensee shall furnish TAC and its consultant a list of its members, partners and/or shareholders and their addresses, together with their acceptance and agreement to be bound by the terms and conditions hereof on the form attached hereto as "Exhibit B" which is hereby incorporated and a part hereof.

29. The term "Licensee" as used herein means the Licensee named above together with its members, guests, invitees, agents, employees and all others on the Property with the consent of Licensee and/or its members.

30. Licensee shall provide general liability insurance in the amounts required by TAC by paying in addition to the license fee a portion of the premium upon a policy to be obtained by Kingwood Forestry Services, Inc.-TX on behalf of TAC.

Executed and effective as of the date of the later to sign of the parties.

\_\_\_\_\_  
By: Brian Whelchel  
Name: Brian Whelchel  
Title: \_\_\_\_\_  
Address: 175 Red River Rd  
Texarkana, TX 75501  
Telephone: 903-278-6461  
Date: 6/1/21

TexAmericas Center  
By: \_\_\_\_\_  
Scott Norton  
Executive Director/CEO  
107 Chapel Lane  
New Boston, TX 75570  
Telephone: 903-223-9841  
Date: \_\_\_\_\_

TAC's Consultant:  
Kingwood Forestry Services, Inc.-TX  
P.O. Box 5887  
Texarkana, TX 75505  
Telephone: 903-831-5200

Exhibit A - Tract Map  
Exhibit B - Membership Information




EXHIBIT B

CLUB MEMBERSHIP INFORMATION

The undersigned, constituting all the members, owners, partners or shareholders of the Licensee hereby warrant and represent that we have each read the terms and conditions of the Hunting License Agreement, and we each, jointly and severally, accept said terms and agree to abide by and be bound to perform the terms as stated in said Hunting License Agreement.

1. Member's Name and Address:

Cody LORANCE  
357 Boatsley Rd  
Texarkana, TX 75501

  
Member's signature

2. Member's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

3. Member's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

4. Member's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

5. Member's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

6. Members Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

(Continue on additional pages if necessary to have all member information and signatures.)

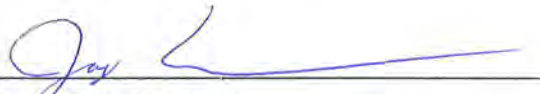
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CLUB MEMBERSHIP INFORMATION

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1. Member's Name and Address:

Jay Davis  
3203 Williamsburg Lane  
Texarkana, TX 75503

  
Member's signature

2. Member's Name and Address:

Brad Davis  
20 Windmere Dr  
Texarkana, TX 75503

  
Member's signature

3. Member's Name and Address:

Jack Davis  
5911 Winchester Dr  
Texarkana, TX 75503

  
Member's signature


4. Member's Name and Address:

Bryan Poe  
7303 Bringle Ridge  
Texarkana, TX

  
Member's signature


5. Member's Name and Address:

Chris Lannom  
218 Southern Lake Rd  
Texarkana, TX 75501

  
Member's signature

6. Members Name and Address:

Chris Mills  
35 Whitmarsh Pl  
Wake Village, TX 75501

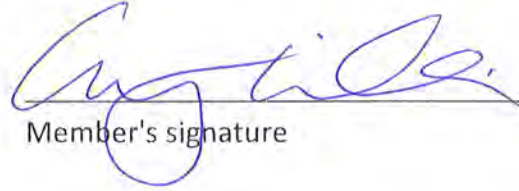
  
Member's signature

(Continue on additional pages if necessary to have all member information and signatures.)

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1. Member's Name and Address:

Anthony Willis  
\_\_\_\_\_  
4704 David Dr  
\_\_\_\_\_  
Texarkana, TX 75503  
\_\_\_\_\_

  
\_\_\_\_\_  
Member's signature

2. Member's Name and Address:

JACK DAVIS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

3. Member's Name and Address:

\_\_\_\_\_  
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Member's signature

4. Member's Name and Address:

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Member's signature

5. Member's Name and Address:

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Member's signature

6. Members Name and Address:

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Member's signature

(Continue on additional pages if necessary to have all member information and signatures.)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Chris Lannom  
**HUNTER'S ADDRESS:** 218 Southern Lake Road Texarkana, Texas 75501

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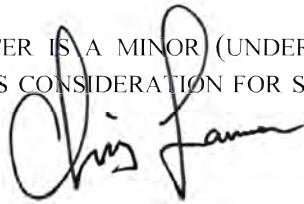
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**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 06/01/2021



\_\_\_\_\_  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Brian Wheelchel  
**HUNTER'S ADDRESS:** 175 Red River Rd N Tyler, TX 75701

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. Negligence of Property Owner. THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 6/1/21

Brian Wheelchel  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Brian Wheelchel  
**HUNTER'S ADDRESS:** 175 Red River Rd N Texarkana, TX 75501

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 6/1/21

Brian Wheelchel  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** \_\_\_\_\_  
**HUNTER'S ADDRESS:** \_\_\_\_\_

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.


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3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVACY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

4. **Negligence of Property Owner. THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 6-11-21

  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** JAB DAVIS  
**HUNTER'S ADDRESS:** 3203 WILSONS BLVD LN TEXARKANA, MO 63303

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

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4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 6/1/21

  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: DRAG DAVIS  
HUNTER'S ADDRESS: 20 WINDMERE TOWERWAY, TX 75303

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (B) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 8-11-21

  
\_\_\_\_\_  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** JACK DAVID  
**HUNTER'S ADDRESS:** 5911 WINCHESTER TEX, TX

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (B) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 06-01-21

  
\_\_\_\_\_  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** BRYAN POE  
**HUNTER'S ADDRESS:** 5105 McKNIGHT RD TEXARKANA, TX 75503

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

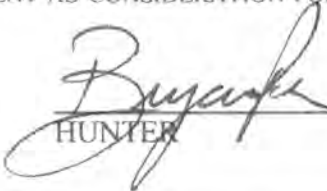
2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

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5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 6/1/2021

  
\_\_\_\_\_  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Chris Mills  
**HUNTER'S ADDRESS:** 35 Whitmarsh Pl, Wake Village, VA 22501

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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Date: 5/21/21

  
\_\_\_\_\_  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Rowdy Mills  
**HUNTER'S ADDRESS:** 35 Whitmarsh Pl, Wake Village, Tx 75501

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVACY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 5/21/21

Rowdy Mills  
HUNTER

Date: 5/21/21

[Signature]  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



Anthony  
Wells

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISK**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** RAY WILLIS  
**HUNTER'S ADDRESS:** 4704 DAVID DR. TEXARKANA, TX 75503

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (B) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

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Date: 6/1/2021

Ray Willis RAY WILLIS  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** LAIN WILLIS  
**HUNTER'S ADDRESS:** 4704 DAVID DR. TEXARKANA, TX 75503

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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Date: 6/1/2021

LAIN WILLIS  
HUNTER

Date: 6/1/2021

RAY WILLIS  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

PROPERTY: TexAmericas Center - East and TexAmericas Center - West  
PROPERTY OWNER: TexAmericas Center  
HUNTER: LUKE WILLIS  
HUNTER'S ADDRESS: 4704 DAVID DR. TEXARKANA, TX 75503

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

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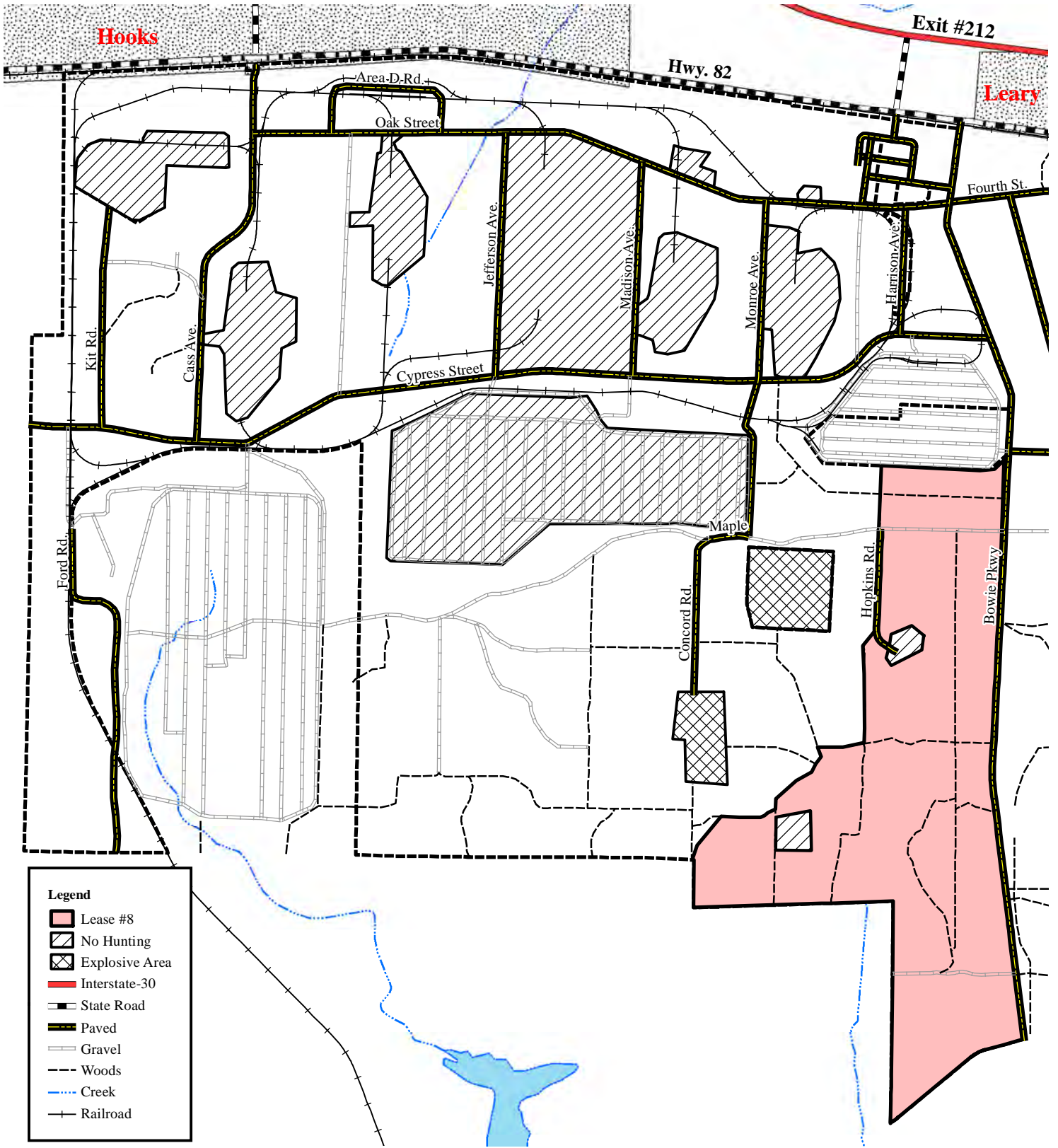
Date: 6/1/2021

LUKE WILLIS  
HUNTER

Date: 6/1/2021

RAY WILLIS RAY WILLIS  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

TexAmericas Center  
TAC-East  
Hunting Lease #8 Map  
+/- 1310 Acres  
Bowie County, Texas



0 0.5  
Miles



Tiger Data  
Printed: September, 2015  
Printed By: PWW

## HUNTING LICENSE AGREEMENT

This HUNTING LICENSE AGREEMENT, hereinafter called the "Agreement", is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, between TexAmericas Center, 107 Chapel Lane, New Boston, Texas, hereinafter called "TAC", and Brian Whelchel, 440 Southern Lake Rd, Texarkana, State of Texas, whether one or more, hereinafter called "Licensee".

For and in consideration of the sums to be paid by Licensee to TAC and the covenants herein stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between TAC and Licensee as follows:

1. TAC hereby grants to Licensee certain hunting rights, subject to the terms and conditions set forth here, on the property described below and on the map attached hereto as "Exhibit A", hereinafter called the "Property", and by reference made a part hereof:

Tract Number   9  

Approx. Acreage  1165  (TAC makes no warranty or representation to the acreage)

Railroad tracks and corridors measured 25 feet on each side of the centerline of the tracks are excluded from the Property and may not be hunted.

2. Licensee shall pay a license fee to TAC upon execution of this Agreement in the amount of \$ 7,176.40 (\$6.16 per acre including insurance) by check payable to TAC's hunting consultant, Kingwood Forestry Services, Inc., P.O. Box 5887, Texarkana, TX 75505.

3. THE RIGHTS WHICH TAC GRANTS TO LICENSEE HERREUNDER SHALL CONSTITUTE A MERE LICENSE AND SHALL NOT BE CONSTRUED AS A SALE, TRANSFER, LEASE, PROFIT, OR OTHER DISPOSITION OF ANY INTEREST IN THE PROPERTY. LICENSEE'S EXERCISE OF ANY RIGHTS HEREUNDER IS PERMISSIVE ONLY AND IN NO SENSE ADVERSE TO THE TITLE, OWNERSHIP AND POSSESSION OF TAC. THE RIGHTS HEREIN GRANTED ARE SOLELY RESTRICTED TO HUNTING RIGHTS.

4. The term of this Agreement shall be for the period beginning on June 15, 2021, and ending on June 14, 2022, with two (2) one-year options, unless terminated earlier as provided herein. Upon expiration or cancellation of this Agreement, all rights granted hereunder shall be revoked and this Agreement shall be of no further force and effect; provide, however, the liability and obligations of Licensee hereunder shall survive the expiration or cancellation of this Agreement.

5. TAC reserves the right for itself and its contractors and agents to enter the Property at any time for any purpose. Licensee recognizes the primary right of licensor to the Property. Licensee shall not interfere with any of the rights of TAC.

6. No more than 1 hunter per 50 acres of the Tract may be hunting at the same time. Only one camp site may be maintained on the Property and TAC must approve the location of the camp site. Only one camp fire pit may be located on the camp site. No fires may be started on the Property other than in the camp site. All camp sites shall be maintained in a neat and orderly manner. Licensee shall keep the Property free of litter and debris at all times. All camp sites must be restored to the condition they were in at the commencement of the Term, including but not limited to filling and leveling of all holes and pits. All campsites must be approved by TAC before moving any equipment to the site.

7. No permanent structures may be erected upon the Property at any time. All temporary structures including but not limited to deer stands, game feeders and other property of Licensee, must have a tag on it with the name of the owner and a phone number where the owner can be reached, and must be removed from the Property prior to expiration of this Agreement. Any personal property of Licensee, its members, guests, invitees, agents, contractors or employees remaining on the Property at the end of the Term of this Agreement shall be deemed abandoned and shall become the property of TAC; alternatively, TAC may require Licensee to remove such personal property and or any structures constructed during the term of this Agreement, or TAC may remove any of the foregoing at Licensee's sole cost and expense.

8. Licensee may not occupy, use, remove, destruct or otherwise alter any improvements existing on the Property at the commencement of the Term of this Agreement.

9. No motor vehicles, other than four wheel all terrain vehicles, may be driven or parked on the Property other than on the access roadways to the Property or in the area of the camp site. Licensee and persons on the Property with the consent of Licensee shall not block the access roadways to the Property. Licensee shall make all reasonable efforts to avoid rutting of the Property. Licensee agrees to compensate TAC for the expense to repair damage to roadways and rutting of the Property by Licensee and those persons on the Property with the consent of Licensee. No motorcycles, dirt bikes, or other vehicles having less than 4 wheels may be used on the Property. All motor vehicles parked on or near access roads and the camp site shall have displayed on the dash of the vehicle clearly visible through the windshield a parking permit issued by TAC's consultant, Kingwood Forestry Services, Inc.-TX. Vehicles which do not have a parking permit visibly displayed as required are subject to being towed from the premises and impounded. The vehicle owner shall be responsible for paying, or reimbursing TAC or its consultant, all fees and charges owed for towing and storage of the vehicle.

10. Hunting may only be conducted using shotguns, muzzle loading long guns, rifles, and archery. No hunting, deer stands or blinds shall be allowed or permitted on or within fifty (50) feet of the roadways on or adjoining the Property, any railroad tracks on the Property, or within fifty (50) feet of the boundaries of the Property (Tract). Hunters must use appropriate safety equipment including but not limited to orange vests or jackets. No shooting across boundaries of the Property (Tract), railroad tracks, or adjoining roads may be conducted. Hunters shall report all game kills to TAC's consultant, Kingwood Forestry Services, Inc.-TX within two (2) business days after the kill. Cleaning of animals and/or dumping of carcasses in the right-of-way of roads is prohibited.

**11. The driving of nails, spikes, screws, bolts or any other metal object into any tree on the Property for building deer stands or for any other purpose is strictly prohibited.**

12. Licensee shall use the Property for hunting purposes only. Licensee shall compensate TAC for any damage to trees, roads, fences, buildings or other improvements located on the Property.

13. All local, state and federal laws, including but not limited to hunting regulations, shall be observed by Licensee, its members, guests, invitees, agents, employees and others on the Property with the consent of Licensee. If Licensee observes any illegal activity on the Property or on any other property in the vicinity of the Property, Licensee shall report such activity to TAC or its consultant Kingwood Forestry Services, Inc.-TX immediately.

14. Each and every person who intends to hunt upon the Property must prior to the initiation of the hunt execute and deliver to TAC's consultant, Kingwood Forestry Services, Inc.-TX the required HUNTER RELEASE, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT.

15. None of the rights granted herein may be assigned, transferred or sublicensed by Licensee. Licensee shall not engage in any guided hunting, fee hunting, or any other commercial hunting on the Property, nor permit any other persons to do so. Any attempted or purported assignment, transfer, sublicensing or commercial use by Licensee or any of its members, guests, invitees, agents, contractors or employees shall be void, and shall at TAC's election be cause for the immediate termination of this Agreement.

16. Licensee, its members, guests, invitees, agents, and employees shall enter the Property AT THEIR OWN RISK, and shall not use the Property in any manner which might interfere with the rights of TAC, its agents, contractors and employees including the right to cut and remove any trees or stumps from the Property. Licensee acknowledges and agrees that the Property is part of a former military installation, and is subject to environmental inspection, characterization and remediation in accordance with the terms of the documents whereby the United States of



America acting by and through the Department of the Army conveyed the Property to TAC, and it may be necessary for the Department of the Army and/or its contractors and/or TAC and/or its contractors to access the Property to conduct environmental activities upon the Property. In such event, TAC shall notify Licensee of the dates and times for such activity, and the right to hunt during such times may be limited or restricted as indicated by TAC in its notice to the Licensee. Furthermore, it may be necessary in some cases to limit hunting activities upon the Property or parts thereof during Department of the Army or TAC activities upon adjoining property which require the imposition of Blast Arcs upon the Property or parts thereof. In such event TAC shall notify Licensee of the time and location of the Blast Arcs and no hunting will be permitted during such times in said locations. In the event that a person uncovers, observes or otherwise becomes aware of military grade ammunition, projectiles, mines, grenades, or other munitions of concern, including but not limited to shell fragments and casings, the individual and the Licensee shall immediately move away from the area, mark the location of the materials upon a map or drawing of the area, and contact TAC during normal business hours at 903-223-9841, or call 911 emergency center during after hours, weekends and holidays or if TAC cannot be reached.

17. TAC reserves the right to restrict Licensee's use of the Property, including but not limited to prohibition of camp fires and open flames, if in the sole judgment of TAC weather condition present an extreme fire hazard to the timber located on the Property.

18. TAC reserves the right to impose additional restrictions on the use of the Property as may be necessary in the sole judgment of TAC to protect the Property or the game on the Property.

19. TAC has no responsibility for protecting the Property from trespass. Licensee shall have the right to post signs at all boundary lines and points of access to the property such as "Posted-No Hunting-Private Hunting Club Members Only". The club name may also be included on such signs. All such signs must be removed prior to the expiration of the Term of this Agreement.

20. IT IS UNDERSTOOD AND AGREED THAT LICENSEE ACCEPTS THE PROPERTY IN ITS PRESENT "AS IS" CONDITION. LICENSEE UNDERSTANDS THAT THERE MAY BE HIDDEN HAZARDS, INCLUDING BUT NOT LIMITED TO HOLES, FENCE WIRE, SNAKES, WELLS, SWAMPS, PONDS, HARMFUL PLANTS AND UNAUTHORIZED PERSONS ON THE PROPERTY, OR OTHER RISKS THAT MAY CAUSE INJURY OR DEATH. LICENSEE ASSUMES ALL THESE RISKS AS ITS OWN RESPONSIBILITY, AND AGREES TO HOLD TAC, ITS OFFICERS, DIRECTORS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF LOSS, DAMAGES, LIABILITIES, PERSONAL INJURIES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO COURT COSTS, LITIGATION EXPENSES AND ATTORNEYS' FEES) INCURRED AS A RESULT OF ANY INJURY TO OR DEATH OF ANY PERSON OR PERSONS OR ANY DAMAGE TO PROPERTY IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE ACTIVITIES OF LICENSEE, ITS MEMBERS, GUESTS, INVITEES,

AGENTS OR EMPLOYEES, OR ANY OTHER PERSON ON THE PROPERTY UNDER THE AUTHORITY OF THIS AGREEMENT. TAC IS AN AGRITOURISM ENTITY UNDER THIS LEASE AND IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES.

21. This Agreement may be terminated by TAC at any time for any breach of any term of this Agreement. Notice of Termination shall be in writing and may be hand delivered to Licensee, or any member thereof, or may be sent by mail to Licensee. Termination shall be effective immediately in the event of hand delivery, and on the third day after deposit of the notice in the mail addressed to Licensee at the address indicated below. Termination pursuant to this paragraph shall not entitle Licensee to a refund of the license fee. Termination pursuant to this paragraph shall disqualify Licensee and each member, partner or shareholder of Licensee from hunting on TAC property for the next three hunting years.

22. This Agreement may be cancelled by TAC at any time without cause upon thirty days written notice to Licensee mailed to the address indicated below. If this Agreement is cancelled pursuant to this paragraph, TAC shall refund to Licensee part of the license fee, prorated according to the number of days remaining in the term of this Agreement.

23. Licensee may terminate this Agreement at any time upon three days notice to TAC. If this Agreement is terminate by Licensee pursuant to this paragraph, no part of the license fee shall be refunded. Termination pursuant to this paragraph shall not release Licensee, its members, guests, invitees, agents or employees form the liabilities and indemnities provided in this agreement which shall survive the termination of this Agreement.

24. TAC is under no obligation to renew this Agreement, and Licensee has no priority rights or options to extend or renew this Agreement.

25. This agreement constitutes the entire agreement between TAC and Licensee with respect to the Property, rights and privileges addressed herein. All agreements, rights and privileges addressed herein which are binding upon or applicable to either TAC or Licensee shall also be binding upon and applicable to the heirs, successors and legal representatives of the parties.

26. No amendment to this Agreement shall be binding upon TAC or Licensee unless it is in writing and executed by both parties.

27. This Agreement and the rights and duties of the parties under it are governed by the laws of the State of Texas. Any litigation regarding the terms or enforcement of this Agreement shall be filed and maintained in the District Court of Bowie County, Texas.

28. Licensee shall furnish TAC and its consultant a list of its members, partners and/or shareholders and their addresses, together with their acceptance and agreement to be bound by the terms and conditions hereof on the form attached hereto as "Exhibit B" which is hereby incorporated and a part hereof.

29. The term "Licensee" as used herein means the Licensee named above together with its members, guests, invitees, agents, employees and all others on the Property with the consent of Licensee and/or its members.

30. Licensee shall provide general liability insurance in the amounts required by TAC by paying in addition to the license fee a portion of the premium upon a policy to be obtained by Kingwood Forestry Services, Inc.-TX on behalf of TAC.

Executed and effective as of the date of the later to sign of the parties.

\_\_\_\_\_  
By: Brian Wheelchel  
Name: Brian Wheelchel  
Title: \_\_\_\_\_  
Address: 175 Red River Rd 10  
Texarkana, TX 75501  
Telephone: 903-278-6461  
Date: 6/1/21

TexAmericas Center

By: \_\_\_\_\_  
Scott Norton  
Executive Director/CEO  
107 Chapel Lane  
New Boston, TX 75570  
Telephone: 903-223-9841  
Date: \_\_\_\_\_

TAC's Consultant:  
Kingwood Forestry Services, Inc.-TX  
P.O. Box 5887  
Texarkana, TX 75505  
Telephone: 903-831-5200

Exhibit A - Tract Map  
Exhibit B - Membership Information

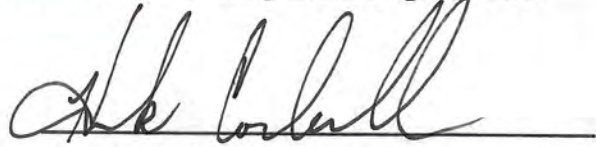
EXHIBIT B

CLUB MEMBERSHIP INFORMATION

The undersigned, constituting all the members, owners, partners or shareholders of the Licensee hereby warrant and represent that we have each read the terms and conditions of the Hunting License Agreement, and we each, jointly and severally, accept said terms and agree to abide by and be bound to perform the terms as stated in said Hunting License Agreement.

1. Member's Name and Address:

Hank Corbell  
257 CR 1231  
Texarkana, Tx 75501



Member's signature

2. Member's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member's signature

3. Member's Name and Address:

\_\_\_\_\_  
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Member's signature

4. Member's Name and Address:

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Member's signature

5. Member's Name and Address:

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Member's signature

6. Members Name and Address:

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\_\_\_\_\_  
Member's signature

(Continue on additional pages if necessary to have all member information and signatures.)

**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Brian Wheeler  
**HUNTER'S ADDRESS:** 175 Red River Rd W Texascom, TX 7501

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. *Indemnity.* THE UNDERSIGNED FOR HIMSELF AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD PROPERTY OWNER AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "PROPERTY OWNER") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST PROPERTY OWNER AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, HUNTER OR OTHER HUNTERS ON THE PROPERTY, OR VISITORS WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE HUNTING POLICY OF PROPERTY OWNER.

3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVACY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

4. **Negligence of Property Owner. THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 6/1/21

  
HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)



**TEXAMERICAS CENTER HUNTING  
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

**PROPERTY:** TexAmericas Center - East and TexAmericas Center - West  
**PROPERTY OWNER:** TexAmericas Center  
**HUNTER:** Hank Corbell  
**HUNTER'S ADDRESS:** P.O. Box 416 Redwater, TX 75573

1. *Assumption of Risks.* THE UNDERSIGNED ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING STREAMS AND CREEKS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; (b) THE PROPERTY IS PART OF A FORMER MILITARY INSTALLATION AND THERE MAY BE UNKNOWN MUNITIONS AND EXPLOSIVE DEVICES LOCATED ON THE PROPERTY, AND (c) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

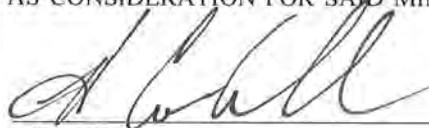
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3. *Release.* THE UNDERSIGNED WAIVES AND RELEASES FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL PERSONS IN PRIVITY WITH HIM, ALL CLAIMS AGAINST PROPERTY OWNER AND RELEASES PROPERTY OWNER FROM ANY LIABILITY, BASED ON ANY (a) INJURY TO OR DEATH OF HIMSELF AND/OR HUNTER OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HIMSELF AND/OR HUNTER.

**4. *Negligence of Property Owner.* THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF PROPERTY OWNER.**

5. *Underage Hunters.* IF HUNTER IS A MINOR (UNDER AGE 18), HUNTER'S PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS DOCUMENT AS CONSIDERATION FOR SAID MINOR TO ENTER UPON AND/OR HUNT UPON THE PROPERTY.

Date: 6/2/2021

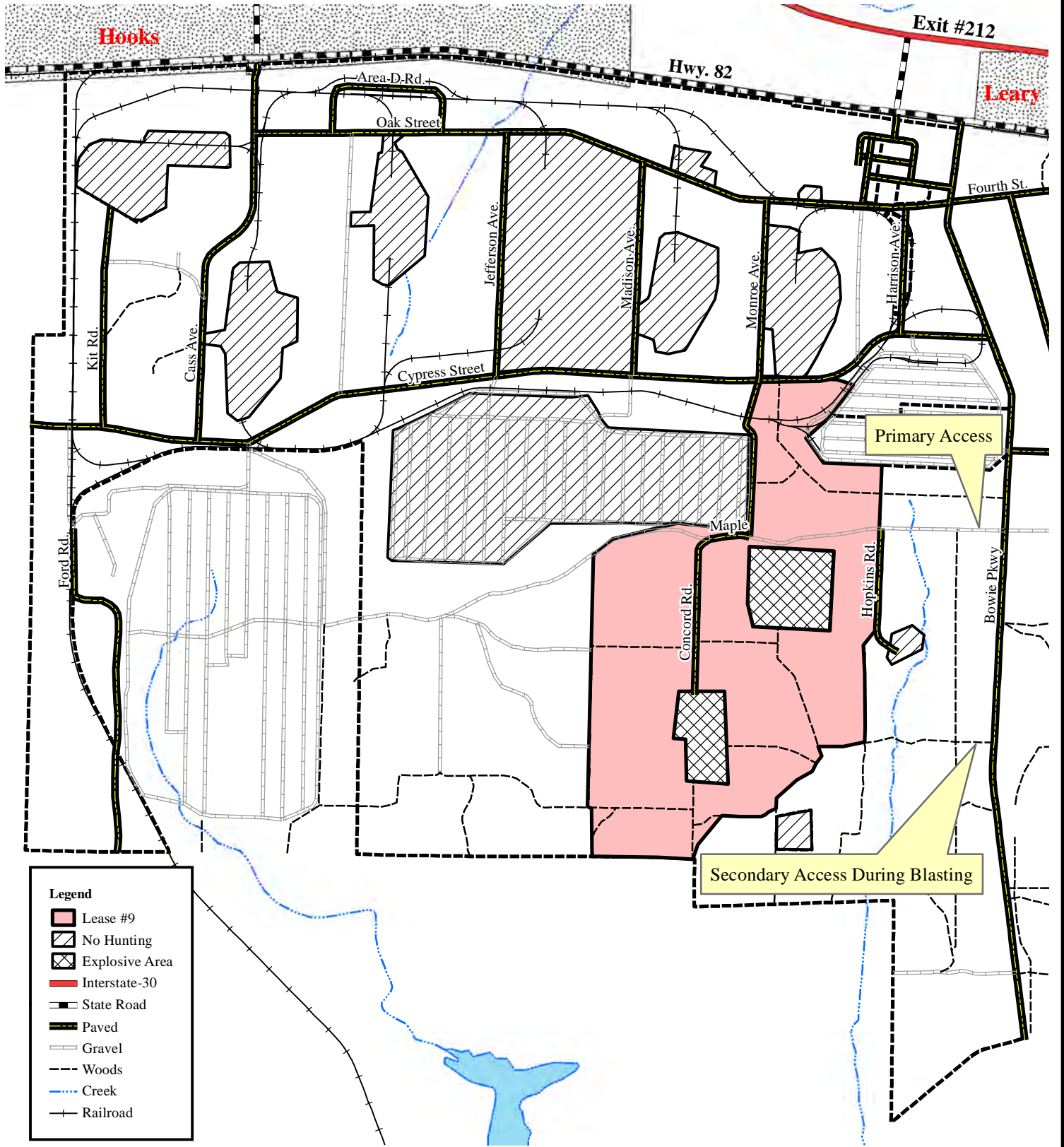


HUNTER

Date: \_\_\_\_\_

\_\_\_\_\_  
HUNTER'S PARENT OR LEGAL GUARDIAN  
(if Hunter is under the age of 18)

TexAmericas Center  
TAC-East  
Hunting Lease #9 Map  
+/- 1165 Acres  
Bowie County, Texas



0 0.5  
Miles



Tiger Data  
Printed: September, 2015  
Printed By: PWV



**RESOLUTION NO. 20210622-04**

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

**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 adopted an Investment Policy as required by applicable law to manage the funds of TexAmericas Center; and

**WHEREAS**, the Investment Policy Paragraph III.F.1 requires the TexAmericas Center Primary Depository to be selected periodically through a banking services procurement process; and

**WHEREAS**, TexAmericas Center 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 TexAmericas Center's Primary Depository; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of TexAmericas Center that the Executive Director/CEO 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 22<sup>nd</sup> day of June, 2021.**

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**Jim Roberts, Chairman of the Board**

**ATTEST:**

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**Justin Powell, Secretary**



May 24, 2021

Mr. Scott Norton  
Executive Director/CEO  
TexAmericas Center  
107 Chapel Lane  
New Boston, Texas 75570

Dear Mr. Norton:

Thank you for the opportunity to assist the TexAmericas Center (the “Center”) with this Depository Bank Services Request for Applications (the “RFA”) project. This assistance was provided to the Center as a service included in the Investment Advisory agreement.

The objective of this engagement was to assist the Center in selecting a primary depository bank following the expiration/termination of the current contract which ends September 30, 2021. The new contract period will be for an initial term of three (3) years commencing October 1, 2021 and continuing through September 30, 2024, with two (2) one-year extension options under the same terms and conditions.

### **Procedure**

The project began with the establishment of a Calendar of Events to ensure that the required project steps were performed in a timely and sequential manner.

As a Special District authorized by Special District Laws Code, Title 4. Development and Improvement, Subtitle B. Defense Base Development, Chapter 3503, TexAmericas Center has chosen to solicit for its primary depository bank as provided for by Chapter 105, Texas Local Government Code.

In addition to complying with these State statutory requirements, it was necessary to comply with the Center’s financial and purchasing policies, and Investment Policy.

The RFA procedure was conducted as follows:

1. Analyzed bank service usage and balance records.
2. Reviewed bank accounts and statements.
3. Established the minimum required banking services and potential additional services.

4. Developed a list of potential financial institutions within Bowie County:
  - a. BancorpSouth Bank
  - b. Bank OZK
  - c. CapitalOne, N.A.
  - d. Commercial National Bank of Texarkana
  - e. Diamond Bank
  - f. Farmers Bank & Trust Company
  - g. First National Bank Texas
  - h. Guaranty Bank & Trust, N.A. (Incumbent)
  - i. Regions Bank
  - j. State Bank of DeKalb
  - k. Texana Bank, N.A.
  - l. The First National Bank of Hughes Springs
  - m. Wells Fargo Bank, N.A.
  - n. Woodforest National Bank
  
5. Contacted the identified financial institutions.
6. Drafted the RFA for review and approval.
7. Advertised as required.
8. Posted the RFA documents on the Center's website.
9. No additional RFA requests were received as a result of the advertisement.
10. Hosted a Pre-Application Zoom Conference Call that was attended by the following:
  - a. Bank OZK
  - b. CapitalOne, N.A.
  - c. Farmers Bank & Trust Company
  - d. Texana Bank, N.A.
  
11. By the deadline, seven applications were received from:
  - a. BancorpSouth Bank
  - b. Bank OZK
  - c. CapitalOne, N.A.
  - d. Farmers Bank & Trust Company
  - e. Guaranty Bank & Trust, N.A.
  - f. Regions Bank
  - g. Texana Bank, N.A.

This process created a competitive environment as evidenced by seven banks submitting applications. The evaluation of the applications was based on, but not limited to, the following criteria, in no particular order of priority:

1. Financial strength and stability of the institution,



2. Completeness of application and agreement to points outlined in the RFA,
3. Ability to perform and provide the required and requested services,
4. Reputation of applicant and quality of services,
5. Cost of services,
6. Earnings credit calculation on compensating balances,
7. Transition cost, retention and transition offers and incentives,
8. Funds availability,
9. Interest paid on interest bearing accounts and deposits,
10. Convenience of location(s), and
11. Previous service relationship with the Center.

### **Fees - Depository Services**

Each bank provided a proposed schedule of fees based on the monthly volumes of specific services to be provided to the Center, with one bank, Texana Bank, N.A. offering a “no-fee” application.

### **Earnings**

The Center recognized that in addition to bank service charges, the bank’s desire to pay for bank balances augments a relationship. Over the previous twelve months, the Center’s monthly average bank balances were approximately \$6,900,000. Those balances fluctuate month-to-month and within individual months. Therefore, attractive bank-originated interest earning options are important.

There are two potential earnings sources for the balances held at the bank:

**Earnings Credit:** The earnings credit calculates “soft-dollar earnings” that can only be used to offset banking fees. Earnings credit above the applicable fees is not paid to the Center as interest. The earnings credit offered by the responding banks ranged from 0.20% to 0.30%. Earnings Credit was not applicable for Texana, which offered a no-fee application.

**Hard-dollar Interest:** Hard-dollar interest is regular interest earnings that result in a deposit to the Center’s account, typically at the end of each month. The interest rates offered by the responding banks ranged from a low of 0.01% to a high of 0.30%.

Earnings credit, hard-dollar interest, or a combination of the two, can be used to offset any services charges. In the analysis, each bank’s potential earnings credit was compared to the hard-dollar interest. The better option was then optimized to offset the greatest amount of banking fees. Where appropriate, once the Center’s target compensating balance generated enough earnings credit to offset most fees, any excess balance was shown to be invested in that bank’s most attractive hard-dollar interest earnings alternative.

Financial Summary							
Initial Three-Year Term	Guaranty Bank & Trust, N.A. (Incumbent)	Bancorp South	Bank OZK	Capital One, N.A.	Farmers Bank & Trust	Regions Bank	Texana Bank, N.A.
Proposed Bank Fees	(540)	(46,096)	(37,368)	(11,886)	(6,280)	(46,399)	No fees
Earnings Credit and/or Hard Interest at Depository Bank	45,640	46,628	43,097	20,672	33,143	41,400	62,100
Net (Cost)/Return for Three-Year Term	45,100	532	5,729	8,786	26,863	(4,999)	62,100
Full Five-Year Term	Guaranty Bank & Trust, N.A. (Incumbent)	Bancorp South	Bank OZK	Capital One, N.A.	Farmers Bank & Trust	Regions Bank	Texana Bank, N.A.
Proposed Bank Fees	(900)	(76,827)	(62,280)	(19,810)	(10,467)	(77,331)	No fees
Earnings Credit and/or Hard Interest at Depository Bank	76,067	77,714	71,828	34,453	55,239	60,669	103,500
Net (Cost)/Return for Five-Year Term	75,167	887	9,548	14,643	44,772	(16,662)	103,500

### Evaluation Considerations

While total service fees and the resulting net cost of the depository relationship to the Center are important factors in the decision-making process, an established and known banking relationship is important to a financial team. One such factor is location of a bank in relation to the Center. The closest location for Texana Bank N.A. is 16 miles away in Texarkana, while the closest branch for Guaranty Bank is located in New Boston and is only five miles away.

Another important consideration is the time and cost of changing banks. Receiving applications from seven different banks demonstrates that in addition to being a trusted partner, Guaranty Bank & Trust, N.A. is providing the Center with rates and fees that are exceptional.

Serving as the Center’s depository for the past five (5) years, Guaranty Bank & Trust, N.A., has been a valued and dependable business partner for the Center and has demonstrated their capability and commitment to provide the highest level of customer service through a professional public funds banking group.

### Recommendation

Based on the Center’s evaluation criteria and the financial analysis of the seven applications received, we concur with staff’s findings that the application offered by Guaranty Bank & Trust, N.A., represents the “most advantageous” application for the Center.



Valley View Consulting, L.L.C.

Page 5 of 5

Please contact E.K. Hufstedler, Thomas Ross, or me to discuss any questions or additional information needs. Thank you for this opportunity to serve the TexAmericas Center.

Sincerely,

Timothy Pinon

Valley View Consulting, L.L.C.

TexAmericas Center, New Boston, Texas



Primary Depository Bank Services - RFA #20-50-001

April 12, 2021	Guaranty Bank & Trust, N.A. (Incumbent)	BancorpSouth	Bank OZK	Capital One, N.A.	Farmers Bank & Trust	Regions Bank	Texana Bank, N.A.
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Evaluation Criteria

- 1 Ability to perform and provide the required and requested services;
- 2 Reputation of applicant and quality of services;
- 3 Cost of services;
- 4 Transition cost, retention and transition offers and incentives;
- 5 Interest paid on interest bearing accounts and deposits;
- 6 Earnings credit calculation on compensating balances;
- 7 Completeness of application and agreement to points outlined in the RFA;
- 8 Physical location within Bowie County
- 9 Convenience of location(s);
- 10 Previous service relationship with the Center; and
- 11 Financial strength and stability of the institution.

DETAIL RESPONSE ANALYSIS OF DEPOSITORY BANK SERVICES

Required Bank Services

1	Online Banking Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Positive Pay and Account Reconciliation Service	Yes	Yes	Yes	Yes, but no on dates	Yes	Yes	Yes
3	ACH	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4	ACH Positive Pay / Debit Blocking and Filtering	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5	Post No Checks	Yes	Via Positive Pay	Yes	Yes	No	Yes	Yes
6	Wire Transfers	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	Employee and Board Member Check Cashing (at no cost)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
8	Returned Check Reprocessing	Yes	Yes	Yes	Yes	Yes	Yes	Yes
9	Funds Availability	Yes	Yes	Yes	Yes	Yes	Yes	Yes
10	Bank Statements	Yes	Yes	Yes	Yes	Yes	Yes	Yes
11	Account Analysis	Yes	Yes	Yes	Yes	Yes	Yes	Yes
12	Account Settlement/Payment for Services (quarterly)	Yes	Yes	Yes	Yes	Yes / No	Yes	Yes
13	Balance Assessment	Fees apply only to NIB balances	Passed in Full	Passed in Full	Waived	"Passed in full", but appear to have misunderstood since there is no BAF on their schedule	Passed in Full	Waived
14	Earnings Credit Rate / Formula / Floor	0.30% Bank managed No Floor adjust monthly	Bal > \$100K = 0.25% Bank Managed Floor "Currently 0.20%"	0.25% Bank Managed Floor of 0.25%	0.38% Bank Managed No Floor	0.25% Bank managed No Floor adjust monthly	0.20% Bank Managed No Floor	N/A Fees Waived
15	Reserve Requirement	Yes - 10.00%	Yes - 10.00%	Yes - 10.00%	No	Yes - 10.00%	No	N/A - Fees Waived

TexAmericas Center, New Boston, Texas



Primary Depository Bank Services - RFA #20-50-001

April 12, 2021		Guaranty Bank & Trust, N.A. (Incumbent)	BancorpSouth	Bank OZK	Capital One, N.A.	Farmers Bank & Trust	Regions Bank	Texana Bank, N.A.
16	Interest Rate Option / Formula / Floor	0.20% 13 Week T-Bill plus 0% 0.20% Floor 0.75% Ceiling	Public Funds Money Market Account 0.25% Bank Managed Floor = 0.01%	0.12% Bank Managed Floor = 0.12% IB Account (\$25 Fee on which option?) PF MMA w/ a 0.14% floor fixed for 3 years	0.05% Bank Managed Hybrid/Blended Acct / No floor	IntraFi 0.15% 13 Week Tbill +0.10% Floor of 0.15% \$5 fee for each MMA withdrawal > 6/mo	0.01% Bank Managed No Floor	0.30% thru Sept. 30, 2022 26 Week T-Bill + 0.25% Floor = 0.25% 1.50% rate ceiling
<b>Investment Activities</b>								
1	Direct Investment Alternative	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Certificates of Deposit	No / Yes Misunderstood question	No / Yes Misunderstood question	Yes	Yes	Yes	No, Did not understand question.	Yes
3	Security Clearance/Safekeeping Services	No (Possibly yes without a web based monitoring facility)	No / Yes with separate response	No	Yes - with exceptions	Yes	Yes	No
<b>Collateral Requirements</b>								
1	Collateralization	Yes	No, will not monitor balances	Yes	Yes - with exceptions	Yes - IntraFi / FDIC Insurance	Pledges collateral based on prior day balance	Yes
2	Collateral Amount	Yes - collateral limit of \$11M	No, will not monitor balances	Yes	Yes - with exceptions	Yes	Yes, at 100%.	Yes
3	Collateral Custody - Custodian	Yes - Federal Reserve Bank Dallas LOC up to \$7M, balances; and FHLB Dallas for balances > \$7M secured with bonds	Yes - Fed Boston	Yes - FHLB	Yes - BNYM	IntraFi DDA-MMDA Agreement	Yes - BNYM	Yes - FHLB
4	Collateral Releases and Substitution	Yes	No, will sub w/o prior authorization	Yes	Will release w/o written authorization	N/A	No, BNYM will substitute as needed by bank	Yes
5	Collateral Report	Yes	No, but answer seems to indicate yes	Yes	Provided by custodian, not bank, does not provide current face value	N/A	Yes	Yes
6	Board Resolution	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Other Stipulations</b>								
1	Right to Cancel Under Federal or State Law Rulings	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Right to Open and Maintain Other Accounts	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Right To Terminate	Yes	Yes	Yes	Yes	Yes	Yes	Yes



TexAmericas Center, New Boston, Texas



Primary Depository Bank Services - RFA #20-50-001

April 12, 2021		Guaranty Bank & Trust, N.A. (Incumbent)	BancorpSouth	Bank OZK	Capital One, N.A.	Farmers Bank & Trust	Regions Bank	Texana Bank, N.A.
4	Terms Fixed	Yes* "Renewal/extension must be on mutually agreeable terms of both the Center and Guaranty Bank & Trust."	Yes	Yes	Yes	Interest rates fixed, fees and ECR subject to change	Yes	Yes
5	Net Overdraft Defined - Collective Deposits	No, however, the fee is \$0.00/overdraft occurrence.	Yes	No	Yes	Yes	Yes	Yes
6	Notification	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	One Relationship Officer	Robert Irwin 903-255-1315	George Merrill 903-832-0340	Mimi Parsons 713-552-2934	Tamara Palmer 225-394-5571	Leigh A. Cheek 903-255-1803	Merrill Wautlet 318-429-1721	Tamara Morgan 903-334-0904
<b>Miscellaneous</b>								
1	Semi-Annual Meeting	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Formal Agreement Required	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Research	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4	Bank Errors	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5	Audit Confirmations	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6	Tamperproof Bank Bags (at no cost)	No	Initial supply	Yes	No	No	No	Yes
7	Endorsement Stamps and Deposit Slips (at no cost)	No	Initial supply	Yes	Initial order up to \$250	No	Yes	Yes
<b>Required Response Attachments</b>								
1	Account Analysis - pro-forma	Provided	Provided	Provided	Sample AA statement	Provided	Provided	Not found
2	Rate Basis	Provided	Provided	Did not see the remaining attachments	Provided	Provided	Not found	Not found
3	Security Measures	Provided	Provided	Not found	Provided	Provided / B	Not found	Not found
4	Sample Collateral Agreement	Provided	Will be provided upon award	Not found	Provided	IntraFi DDA-MMDA Agreement / C	Not found	FHLB LOC
5	Sample Collateral Report	Provided	Will be provided upon award	Not found	Provided	IntraFi Statement Sample / D	Not found	FHLB LOC
6	Sample Securities Safekeeping Agreement	Provided	Will be provided upon award	Not found	Provided	Provided / E	Not found	Not offering
7	Sample Safekeeping Report	Provided the Sample Collateral Stmt Again	Will be provided upon award	Not found	Provided	Provided / F	Not found	Not offering
8	Securities Safekeeping Fees	Provided	BancorpSouth does not currently charge fees	Not found	"No fees charged for in-house safekeeping option."	Provided / G	Not found	Not offering
9	Summary Business Continuity Plan	Provided	Provided	Not found	Provided	Provided / H	Not found	Not found
10	References	Provided	Provided	Not found	Provided	Not Provided	Not found	Not found
11	Sample FIRREA Compliant Document	Not Provided	Provided when accounts are opened.	Not found	Provided	Provided / I	Not found	Not found
12	Completed Fee Schedule in Excel	Provided	Provided	Not found	Provided	Provided	Provided PDF	Provided

TexAmericas Center, New Boston, Texas



Primary Depository Bank Services - RFA #20-50-001

April 12, 2021		Guaranty Bank & Trust, N.A. (Incumbent)	BancorpSouth	Bank OZK	Capital One, N.A.	Farmers Bank & Trust	Regions Bank	Texana Bank, N.A.
<b>Other Considerations</b>								
1	Transition/Retention Allowance	None offered	Initial order of supplies	Supplies Free for life of contract	\$250 for supplies	None	Free Endorsement Stamps and Dep Slips for life of contract	Supplies Free for life of contract
2	Fee Waiver	Limited service fees	None	None	None	Holding Company Fees Waived if Transaction remain below 325 transactions per month	None	None
3	Remote Deposit Scanners	No cost	None	None	3 scanners at no cost	None	None	None
<b>FEE ANALYSIS OF DEPOSITORY BANK SERVICES</b>								
Historical Bank Balance		6,900,000	6,900,000	6,900,000	6,900,000	6,900,000	6,900,000	6,900,000
<b>Proposed Fees - Banking Services</b>								
<b>Monthly Fee Estimate</b>		(15)	(1,280)	(1,038)	(330)	(174)	(1,289)	Waived
MEMO Balance Assessment Fee		0	973	690	Waived	0	1,012	0
Fees for Three Year Term		(540)	(46,096)	(37,368)	(11,886)	(6,280)	(46,399)	0
Fees for Five Year Term		(900)	(76,827)	(62,280)	(19,810)	(10,467)	(77,331)	0
<b>Earnings Credit</b>								
<b>Earnings Credit Rate</b>		0.30%	0.25%	0.25%	0.38%	0.25%	0.20%	NA - Fees waived
<b>Rate Basis</b>		Bank Managed / No floor	Bank Managed / Floor 0.20%	Bank Managed / Floor 0.25%	Bank Managed / No floor	Bank Managed / No floor	Bank Managed / No floor	NA - Fees waived
Reserve Requirement		10.00%	10.00%	10.00%	0.00%	10.00%	0.00%	0.00%
Balance Required to offset all fees		66,667	6,829,067	5,536,000	1,042,611	930,400	7,733,100	0
Target DDA Compensating Balance		66,667	6,829,067	5,536,000	1,042,611	930,400	6,900,000	0
Monthly Earnings Credit less Reserve		15	1,280	1,038	330	174	1,150	Fees waived
Earnings Credit for Three Year Term		540	46,096	37,368	11,886	6,280	41,400	Fees waived
Earnings Credit for Five Year Term		900	76,827	62,280	19,810	10,467	69,000	Fees waived
<b>Net Fees for Three Year Term</b>		0	0	0	0	0	(4,999)	0
<b>Net Fees for Five Year Term</b>		0	0	0	0	0	(8,331)	0

TexAmericas Center, New Boston, Texas



Primary Depository Bank Services - RFA #20-50-001

April 12, 2021	Guaranty Bank & Trust, N.A. (Incumbent)	BancorpSouth	Bank OZK	Capital One, N.A.	Farmers Bank & Trust	Regions Bank	Texana Bank, N.A.
<b>Interest Income Estimate</b>							
<b>Investment Option</b>	Interest Bearing Checking Account	Public Funds Money Market	Need to confirm \$25 fee and also the 0.14% option that was offered	Interest Bearing Account - Blended	IntraFi DDA-MMDA Account	Interest Bearing DDA	Interest Bearing DDA
<b>Rate Basis</b>	0.20% 13 Week T-Bill plus 0% 0.20% Floor 0.75% Ceiling	Public Funds Money Market Account 0.25% Bank Managed Floor = 0.01%	0.12% Bank Managed Floor = 0.12% IB NOW Account (\$25 Fee on which option?) PF MMA w/ a 0.14% floor fixed for 3 years	0.05% Bank Managed Hybrid/Blended Acct / No floor	IntraFi 0.15% 13 Week Tbill +0.10% Floor of 0.15% \$5 fee for each MMA withdrawal > 6/mo	0.01% Bank Managed No Floor	0.30% thru Sept. 30, 2022 26 Week T-Bill + 0.25% Floor = 0.25% 1.50% rate ceiling
			\$25 fee has not been added in				
Interest Rate	0.22%	0.25%	0.14%	0.05%	0.15%	0.01%	0.30%
Investment Balance	6,833,333	70,933	1,364,000	5,857,389	5,969,600	0	6,900,000
Monthly Investment Income	1,253	15	159	244	746	0	1,725
Three Year Investment Income	45,100	532	5,729	8,786	26,863	0	62,100
Five Year Investment Income	75,167	887	9,548	14,643	44,772	0	103,500
<b>Three Year Income/(Cost)</b>	<b>45,100</b>	<b>532</b>	<b>5,729</b>	<b>8,786</b>	<b>26,863</b>	<b>(4,999)</b>	<b>62,100</b>
<b>Five Year Income/(Cost)</b>	<b>75,167</b>	<b>887</b>	<b>9,548</b>	<b>14,643</b>	<b>44,772</b>	<b>(8,331)</b>	<b>103,500</b>
<b>Rates as of RFA due date:</b>							
<b>Wednesday, April 7, 2021</b>							
Historical Bank Balance	6,900,000	6,900,000	6,900,000	6,900,000	6,900,000	6,900,000	6,900,000
91-Day T-Bill Discount Rate	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%
Fed Funds Target Rate	0.00% - 0.25%	0.00% - 0.25%	0.00% - 0.25%	0.00% - 0.25%	0.00% - 0.25%	0.00% - 0.25%	0.00% - 0.25%
Fed Funds Discount Rate	0.07%	0.07%	0.07%	0.07%	0.07%	0.07%	0.07%
Local Government Investment Pool	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%

## TEXAMERICAS CENTER

### DEPOSITORY BANK SERVICES AGREEMENT

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**THIS DEPOSITORY BANK SERVICES AGREEMENT** hereinafter called the “Agreement”, is made and entered into on the date last herein written by and between TexAmericas Center, hereinafter called the “CENTER”, 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 CENTER, 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 CENTER 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, CENTER-owned securities, property and things of value held as depository. All services rendered to CENTER 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 CENTER pursuant to Bank’s standard operations, policies, and procedures.

3. **Scope of Services.** Bank agrees to provide those services as described in the CENTER 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 CENTER. 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. **CENTER Representatives.** During the term of this Agreement, CENTER 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 CENTER 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 CENTER in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.

5. **Custodian.** The CENTER 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 CENTER will be paid by Bank and the CENTER will have no liability therefore.

7. **Entire Agreement.** The entire agreement between Bank and the CENTER shall consist of this Agreement, Center’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 CENTER 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), Center’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 CENTER’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 CENTER 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 CENTER remain with Bank. Bank hereby grants a security interest in such collateral to the CENTER.

If at any time the collateral in the hands of Custodian shall have a market value in excess of the required balances, the CENTER 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 CENTER 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 Center’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 CENTER 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 CENTER and Bank agree that any compensation for the performance of all duties and services is set forth in the Application accepted by the CENTER. 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

Center: Scott Norton, Executive Director/CEO  
TexAmericas Center  
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 CENTER Depository will remain continuously in effect through September 30, 2024.

20. **Termination.** This Agreement may be terminated by either the CENTER 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 CENTER 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 CENTER, the CENTER 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 CENTER, to surrender the above-described collateral to the CENTER; 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 CENTER 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 CENTER 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 CENTER must act in a commercially reasonable manner. Any sale of such collateral, or any part thereof, made by the CENTER 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 CENTER 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:

**TEXAMERICAS CENTER**

**GUARANTY BANK & TRUST, N.A.**

By:

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

ATTEST:

ATTEST

By:

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

## **SAFEKEEPING AGREEMENT FOR \_\_\_\_\_**

This agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_ hereinafter referred to as PUBLIC ENTITY, and \_\_\_\_\_ 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 \_\_\_\_\_ County, \_\_\_\_\_.

EXECUTED on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Depository Bank

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Public Entity

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

**TIB The Independent Bankers Bank, N.A.**

\_\_\_\_\_  
Custodian Bank

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature



**RESOLUTION NO. 20210622-05**

**A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CHANGE ORDER FOR WETLANDS DELINEATION WITH CARDNO, 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**, TexAmericas Center sought, through a competitive solicitation process, Statement of Qualifications for Wetlands Delineation services and Cardno, Inc. submitted a satisfactory proposal and was awarded a contract for Professional Engineering Services with **RESO 20200324-07**; and

**WHEREAS**, TexAmericas Center Board of Directors approved **RESO 20200728-04** that authorized Change Order #2 and future Change Orders in a cumulative amount not to exceed \$70,000, which subsequently lead to Change Order #3 being signed with the contract amount still below \$70,000; and

**WHEREAS**, TexAmericas Center has increased the scope of work for Cardno, Inc. to have the balance of our property studied for wetlands delineation in an effort to be proactive in having these studies available to site selectors and business executives that consider placing a business on our property, that has resulted in Change Order #4 for TexAmericas Center East, Central and West Properties that have resulted in the contract amount exceeding \$70,000; therefore, requiring board approval for signature on Change Order #4; and

**WHEREAS**, TexAmericas Center Board of Directors desires the additional wetlands delineation to be conducted throughout our approximately 12,000 acres of property and we may be required to provide additional information to the United State Army Corps of Engineers regarding their determination on what wetland parcels are considered jurisdictional or non-jurisdictional, and in an effort to be proactive to these requests we desire to modify the cumulative not to exceed amount to \$345,000.00, which is an increase of \$275,000 from the previous board approved not to exceed amount of \$70,000, on Change Order #4 and future change orders to this contract for additional work in the future.

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

1. Scott Norton, Executive Director/CEO of TexAmericas Center, shall be and he is hereby authorized to execute the attached Change Order #4 with Cardno, Inc. and any future Change Orders related to Professional Engineers Services contract with Cardno, Inc. in a cumulative amount not to exceed \$345,000.00;
2. Any necessary budget amendment to allocate this cost to the Budget in the line item for Facility Operations, Building & Infrastructure Repairs, Project # 20-30-0012, is approved.

**PASSED and APPROVED this 22<sup>nd</sup> day of June, 2021.**

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**Jim Roberts, Chairman of the Board**

**ATTEST:**

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**Justin Powell, Secretary**



# Change Order No. 4



Date: June 17, 2021

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Project: Wetland Delineation & Mitigation Services

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Owner: TexAmericas Center

Owner's Contract No.: W.O. 2020-1

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Contract: TAC East – FY 2020 Wetland Delineation

Owner's Project No.: 20-30-012

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Contractor: Cardno, Inc.

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Contractor's Address: 76 San Marcos Street, Austin, TX 78702

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**The Contract is modified as follows upon execution of this Change Order:**

Description of Modification:

TAC desires to expand the wetland delineation of the property to include the remainder of TAC East, the property owned by TAC on TAC Central and all of TAC West.

Original Contract Price:	\$ 44,200.00
Increase to date from Original Contract Price:	\$ 21,400.00
Contract Price prior to this Change Order:	\$ 65,600.00
Proposed Increase on This Change Order:	\$242,000.00
Contract Price based on current Change Order:	\$307,600.00

Original Contract Time:	NA
Increase in days based on this Change Order:	NA
Contract Time based on Current Change Order:	NA

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Cardno, Inc.

Contractor

Acknowledged by:



Senior Principal

Title

6/17/2021

Date

TexAmericas Center

Owner

Given by:

Scott Norton

Executive Director/CEO

Title

Date



June 15, 2021

Jeff Whitten, P.E.  
Executive Vice President/Chief Operations Officer  
107 Chapel Lane  
New Boston, TX 75570

Cardno Inc.

76 San Marcos Street, Austin  
Texas 78702

Phone 512 745 8129  
Toll-free 800 368 7511

**Subject: FY 2020 PROFESSIONAL WETLAND DELINEATION & MITIGATION SERVICES**

Dear Mr. Whitten:

Cardno is pleased to submit our proposal to complete a wetland delineation and report on approximately 8,200 acres within the TexAmericas complex, and submit an Approved Jurisdictional Determination (AJD) to the Tulsa USACE. This proposal is based on scoping information provided via email on June 11, 2021 between Mr. Jeff Whitten and Chad Martin. A complete report and digital mapping will be provided to TexAmericas that will describe the results of the wetland delineation.

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

## **Scope of Work**

### ***A. Preliminary Waters of the United States Field Survey and Report***

After completion of a desktop evaluation of the Subject Property including a review of historical and current topographic maps, aerial imagery, wetland inventory maps, flood maps, existing client site survey maps and reports, and soil survey data, Cardno will focus on identifying certain signatures and contours suggestive of potential Waters of the United States (US). The evaluation will also aid in establishing the presence or absence of a significant nexus used to determine the jurisdictional nature of identified features. Sources used to complete the evaluation will include:

- US Geological Survey: 7.5-minute topographic quadrangle maps;
- Color infrared and natural color digital aerial images;
- US Fish and Wildlife Service: National Wetland Inventory Maps;
- Federal Emergency Management Agency: Flood Insurance Rate Maps; and
- US Department of Agriculture, Natural Resource Conservation Service: Soil Survey for Bowie County.

### ***Delineation***

The purpose of the jurisdictional delineation is to determine the extent of all Waters of the US, including wetlands and streams, and to determine their jurisdictional status under Section 404 of the Clean Water Act (CWA). Non-compliance with Section 404 of the CWA is subject to federal penalties and enforced by USACE. The jurisdictional delineation will be conducted in accordance with the 1987 Manual and USACE Regulatory Guidance Letter 05-05. Additional supplemental sources will include the Atlantic and Gulf Coastal Plain Regional Supplement to the 1987 Manual. Cardno proposes to delineate and classify all stream and wetland features within the Subject Property.

All field data will be collected using sub-meter real-time differentially corrected global positioning system to comply with the current USACE guidance document SAW Survey Standards, May 2017. Mapped wetlands data will also be provided in KMZ and Shapefile format. Cardno assumes one round of edits during the Draft report review.

**B. AJD Submittal and Field Visit**

Cardno will complete and submit the AJD form to the Tulsa District USACE after review and concurrence by TexAmericas. Cardno has included time and expense for a two-day site visit with one Cardno staff and the USACE, if required to complete the AJD. Time has been included (up to 40hrs) for updates to mapping and the final report for the Corps acceptance.

**Schedule**

Cardno is prepared to initiate the scope of services upon receipt of notice to proceed from TexAmericas. Assuming receipt of a notice to proceed, Cardno will complete the preliminary research and studies and jurisdictional delineation within 8 to 10 weeks. Field work will be completed by four wetland biologist over a three-week period of time.

**Estimated Cost**

Cardno proposes to perform this work utilizing our standard rates for a not to exceed amount of **\$137,500**. Our estimate for this project can be seen in the breakdown below. All prices offered shall remain firm for sixty (60) calendar days from the date of this proposal.

Description	Estimated Costs
A. Wetland Delineation and Report	\$124,000
B. AJD and Site Visit with USACE	\$13,500
<b>Total Estimated Fee</b>	<b>\$137,500</b>

Cardno looks forward to working with you on this very important project. We are confident that our services will be a great benefit to you and keep your project on schedule and on budget. If you find this proposal acceptable, please sign and date below and return to me by email. Your signature below will serve as written acceptance of the proposal. If you require additional information, please feel free to contact me at any time.

Sincerely,



Chad Martin, PWS, CWB  
 Senior Principal  
 for Cardno  
 Direct Line 713.203.9161  
 Email: [chad.martin@cardno.com](mailto:chad.martin@cardno.com)

Accepted on: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Company \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_



June 15, 2021

Jeff Whitten, P.E.  
Executive Vice President/Chief Operations Officer  
107 Chapel Lane  
New Boston, TX 75570

Cardno Inc.

76 San Marcos Street, Austin  
Texas 78702

Phone 512 745 8129  
Toll-free 800 368 7511

**Subject: FY 2020 PROFESSIONAL WETLAND DELINEATION & MITIGATION SERVICES  
(Central Campus ~300 acres)**

Dear Mr. Whitten:

Cardno is pleased to submit our proposal to complete a wetland delineation and report on approximately 300 acres within the TexAmericas central campus complex, and submit an Approved Jurisdictional Determination (AJD) to the Tulsa USACE. This proposal is based on scoping information provided via email on June 15, 2021 between Mr. Jeff Whitten and Chad Martin. A complete report and digital mapping will be provided to TexAmericas that will describe the results of the wetland delineation.

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

## **Scope of Work**

### ***A. Preliminary Waters of the United States Field Survey and Report***

After completion of a desktop evaluation of the Subject Property including a review of historical and current topographic maps, aerial imagery, wetland inventory maps, flood maps, existing client site survey maps and reports, and soil survey data, Cardno will focus on identifying certain signatures and contours suggestive of potential Waters of the United States (US). The evaluation will also aid in establishing the presence or absence of a significant nexus used to determine the jurisdictional nature of identified features. Sources used to complete the evaluation will include:

- US Geological Survey: 7.5-minute topographic quadrangle maps;
- Color infrared and natural color digital aerial images;
- US Fish and Wildlife Service: National Wetland Inventory Maps;
- Federal Emergency Management Agency: Flood Insurance Rate Maps; and
- US Department of Agriculture, Natural Resource Conservation Service: Soil Survey for Bowie County.

### ***Delineation***

The purpose of the jurisdictional delineation is to determine the extent of all Waters of the US, including wetlands and streams, and to determine their jurisdictional status under Section 404 of the Clean Water Act (CWA). Non-compliance with Section 404 of the CWA is subject to federal penalties and enforced by USACE. The jurisdictional delineation will be conducted in accordance with the 1987 Manual and USACE Regulatory Guidance Letter 05-05. Additional supplemental sources will include the Atlantic and Gulf Coastal Plain Regional Supplement to the 1987 Manual. Cardno



proposes to delineate and classify all stream and wetland features within the Subject Property.

All field data will be collected using sub-meter real-time differentially corrected global positioning system to comply with the current USACE guidance document SAW Survey Standards, May 2017. Mapped wetlands data will also be provided in KMZ and Shapefile format. Cardno assumes one round of edits during the Draft report review.

**B. AJD Submittal and Field Visit**

Cardno will complete and submit the AJD form to the Tulsa District USACE after review and concurrence by TexAmericas. Cardno has included time and expense for a one-day site visit with one Cardno staff and the USACE, if required to complete the AJD. Time has been included (up to 8hrs) for updates to mapping and the final report for the Corps acceptance.

**Schedule**

Cardno is prepared to initiate the scope of services upon receipt of notice to proceed from TexAmericas. Assuming receipt of a notice to proceed, Cardno will complete the preliminary research and studies and jurisdictional delineation within 2 to 4 weeks. Field work will be completed by four wetland biologist over a two-day period of time.

**Estimated Cost**

Cardno proposes to perform this work utilizing our standard rates for a not to exceed amount of **\$19,000**. Our estimate for this project can be seen in the breakdown below. All prices offered shall remain firm for sixty (60) calendar days from the date of this proposal.

Description	Estimated Costs
A. Wetland Delineation and Report	\$15,000
B. AJD and Site Visit with USACE	\$4,000
<b>Total Estimated Fee</b>	<b>\$19,000</b>

Cardno looks forward to working with you on this very important project. We are confident that our services will be a great benefit to you and keep your project on schedule and on budget. If you find this proposal acceptable, please sign and date below and return to me by email. Your signature below will serve as written acceptance of the proposal. If you require additional information, please feel free to contact me at any time.

Sincerely,



Chad Martin, PWS, CWB  
 Senior Principal  
 for Cardno  
 Direct Line 713.203.9161  
 Email: [chad.martin@cardno.com](mailto:chad.martin@cardno.com)

Accepted on: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Company \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_



June 15, 2021

Jeff Whitten, P.E.  
Executive Vice President/Chief Operations Officer  
107 Chapel Lane  
New Boston, TX 75570

Cardno Inc.

76 San Marcos Street, Austin  
Texas 78702

Phone 512 745 8129  
Toll-free 800 368 7511

**Subject: FY 2020 PROFESSIONAL WETLAND DELINEATION & MITIGATION SERVICES  
(Central West Campus ~2,800 acres)**

Dear Mr. Whitten:

Cardno is pleased to submit our proposal to complete a wetland delineation and report on approximately 2,800 acres within the TexAmericas central west campus complex, and submit an Approved Jurisdictional Determination (AJD) to the Tulsa USACE. This proposal is based on scoping information provided via email on June 15, 2021 between Mr. Jeff Whitten and Chad Martin. A complete report and digital mapping will be provided to TexAmericas that will describe the results of the wetland delineation.

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## **Scope of Work**

### ***A. Preliminary Waters of the United States Field Survey and Report***

After completion of a desktop evaluation of the Subject Property including a review of historical and current topographic maps, aerial imagery, wetland inventory maps, flood maps, existing client site survey maps and reports, and soil survey data, Cardno will focus on identifying certain signatures and contours suggestive of potential Waters of the United States (US). The evaluation will also aid in establishing the presence or absence of a significant nexus used to determine the jurisdictional nature of identified features. Sources used to complete the evaluation will include:

- US Geological Survey: 7.5-minute topographic quadrangle maps;
- Color infrared and natural color digital aerial images;
- US Fish and Wildlife Service: National Wetland Inventory Maps;
- Federal Emergency Management Agency: Flood Insurance Rate Maps; and
- US Department of Agriculture, Natural Resource Conservation Service: Soil Survey for Bowie County.

### ***Delineation***

The purpose of the jurisdictional delineation is to determine the extent of all Waters of the US, including wetlands and streams, and to determine their jurisdictional status under Section 404 of the Clean Water Act (CWA). Non-compliance with Section 404 of the CWA is subject to federal penalties and enforced by USACE. The jurisdictional delineation will be conducted in accordance with the 1987 Manual and USACE Regulatory Guidance Letter 05-05. Additional supplemental sources will include the Atlantic and Gulf Coastal Plain Regional Supplement to the 1987 Manual. Cardno

proposes to delineate and classify all stream and wetland features within the Subject Property.

All field data will be collected using sub-meter real-time differentially corrected global positioning system to comply with the current USACE guidance document SAW Survey Standards, May 2017. Mapped wetlands data will also be provided in KMZ and Shapefile format. Cardno assumes one round of edits during the Draft report review.

**B. AJD Submittal and Field Visit**

Cardno will complete and submit the AJD form to the Tulsa District USACE after review and concurrence by TexAmericas. Cardno has included time and expense for a two-day site visit with one Cardno staff and the USACE, if required to complete the AJD. Time has been included (up to 40hrs) for updates to mapping and the final report for the Corps acceptance.

**Schedule**

Cardno is prepared to initiate the scope of services upon receipt of notice to proceed from TexAmericas. Assuming receipt of a notice to proceed, Cardno will complete the preliminary research and studies and jurisdictional delineation within 8 to 10 weeks. Field work will be completed by four wetland biologist over a two-week period of time.

**Estimated Cost**

Cardno proposes to perform this work utilizing our standard rates for a not to exceed amount of **\$85,500**. Our estimate for this project can be seen in the breakdown below. All prices offered shall remain firm for sixty (60) calendar days from the date of this proposal.

Description	Estimated Costs
A. Wetland Delineation and Report	\$75,000
B. AJD and Site Visit with USACE	\$10,500
<b>Total Estimated Fee</b>	<b>\$85,500</b>

Cardno looks forward to working with you on this very important project. We are confident that our services will be a great benefit to you and keep your project on schedule and on budget. If you find this proposal acceptable, please sign and date below and return to me by email. Your signature below will serve as written acceptance of the proposal. If you require additional information, please feel free to contact me at any time.

Sincerely,



Chad Martin, PWS, CWB  
 Senior Principal  
 for Cardno  
 Direct Line 713.203.9161  
 Email: [chad.martin@cardno.com](mailto:chad.martin@cardno.com)

Accepted on: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Company \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_



**RESOLUTION NO. 20210622-06**

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A NEW LEASE AGREEMENT FOR OFFICE SPACE AT 342 TEXAS AVENUE, NEW BOSTON, TX 75570 TO CHEROKEE NATION AEROSPACE AND DEFENSE (CNAD)**

**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**, Cherokee Nation Aerospace and Defense (CNAD) contacted TexAmericas Center to seek a new lease arrangement for office space at 342 Texas Avenue, 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 lease agreement attached hereto; and

**BE IT FURTHER RESOLVED**, by the Board of Directors of TexAmericas Center that the Center appreciates the collaborative effort of Cherokee Nation Aerospace and Defense (CNAD) to negotiate this lease as well as to locate its business operations, create jobs and contribute to the tax base in Bowie County, Texas.

**PASSED AND APPROVED THIS 22<sup>nd</sup> day of June, 2021.**

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**Jim Roberts, Chairman of the Board**

**ATTEST:**

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**Justin Powell, Secretary**

Attached: New Lease Agreement



**RESOLUTION NO. 20210622-07**

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A LEASE AGREEMENT FOR INDUSTRIAL SPACE AT 150 AND 152 SERVICE STREET, NEW BOSTON, TX 75570 TO MTP DRIVETRAIN SERVICES, LLC.**

**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**, MTP Drivetrain Services, LLC contacted TexAmericas Center to seek a lease arrangement for industrial space and related facilities at 150 and 152 Service Street, 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 lease; and

**BE IT FURTHER RESOLVED**, by the Board of Directors of TexAmericas Center that the Center appreciates the collaborative effort of MTP Drivetrain Services, LLC to negotiate this lease as well as to locate its business operations, create jobs and contribute to the tax base in Bowie County, Texas.

**PASSED AND APPROVED THIS 22<sup>nd</sup> day of June, 2021.**

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**Jim Roberts, Chairman of the Board**

**ATTEST:**

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**Justin Powell, Secretary**

Attached: Lease Agreement