

RECEIVING

**PURCHASE ORDER**  
**TEXAS A&M FOREST SERVICE**  
**PURCHASING DEPARTMENT**

Order Date  
08/01/2023

Page 01

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

Purchase Order No.	(Include this number on all correspondence and packages)
P400012	

VENDOR GUARANTEES  
MERCHANDISE DELIVERED ON  
THIS ORDER WILL MEET OR  
EXCEED SPECIFICATIONS IN  
THE BID INVITATION.

**INVOICE TO:**

TEXAS A&M FOREST SERVICE  
LA GRANGE OFFICE  
PO DRAWER G  
LA GRANGE TX 78945

**VENDOR**

14730053140  
BLANCHARD BECKER GENERAL STORE LLC  
2790 MONTE MAR TERRACE  
LOS ANGELES, CA 90064

ALL TERMS AND  
CONDITIONS SET  
FORTH IN OUR BID  
INVITATION BECOME  
A PART OF THIS  
ORDER.

**SHIP TO:**

TEXAS A&M FOREST SERVICE  
LA GRANGE OFFICE  
PO DRAWER G  
LA GRANGE TX 78945

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED  
BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT **PRIOR** TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED  
PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
1	USER REF: 000000-WRJ  Smithville Office Lease Payment from 09/01/2023 to 02/29/2024.  ***** NET 30 *****  NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT.  SMITHVILLE OFFICE LEASE - 09/01/23-02/29/24 REFERENCE LEGAL FILE #2016-0041063 RENEWAL SIGNED 07/17/2023.  VENDOR QUOTE: LEASE VENDOR REF: WARREN BECKER  Purchase made by an Institution of Higher Education, Section 51.9335 Education Code.  CC      FY      ACCOUNT NO.      DEPT. --      --      -----      ----- 11    2024    124046-00000-5860    RESP  DOCUMENT DATE: 08/01/2023  DEPT.CONTACT: WAYNE JACKSON PHONE NO.: 979-968-5555  PCC CD: 9	6	MO	3,000.000  	

CEC

Texas A&M Forest Service cannot accept collect freight shipments.

FOB: DESTINATION FRT INCLUDED

Terms:

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor cancellations permitted without prior approval of Purchasing Department.

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE  
DEPARTMENT RECEIVING ROOM BY

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State of Texas shall prevail.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

*Charm E. Covarrubias*

PURCHASING AGENT FOR

**TEXAS A&M FOREST SERVICE**

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TEXAS A&M FOREST SERVICE LA GRANGE OFFICE PO DRAWER G LA GRANGE TX 78945
<b>SHIP TO:</b>
TEXAS A&M FOREST SERVICE LA GRANGE OFFICE PO DRAWER G LA GRANGE TX 78945

<b>VENDOR</b>
14730053140 BLANCHARD BECKER GENERAL STORE LLC 2790 MONTE MAR TERRACE LOS ANGELES, CA 90064

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Item	Description	Quantity	UOM	Unit Price	Ext Price
CEC	TYPE FUND: TYPE ORDER:				

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*Chore E. Crum*

PURCHASING AGENT FOR

**TEXAS A&M FOREST SERVICE**



## **SECOND AMENDMENT TO LEASE AGREEMENT**

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** (this "Second Amendment"), is entered into effective on March 1, 2023 (the "Effective Date") by and between **BLANCHARD BECKER GENERAL STORE, LLC ("BLANCHARD")**, as lessor, and the **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM ("A&M SYSTEM")**, an agency of the State of Texas, for the benefit of Texas A&M Forest Service, as lessee, and for the purpose of amending the Agreement for Lease of Space dated April 1, 2021, and the First Amendment to Lease Agreement dated April 11, 2022 (collectively, the "Lease").

**A&M SYSTEM** and **BLANCHARD** have agreed to extend the Term of the Lease, update the Notice information as defined in Articles 2.1 and 12.1, update the Rent amount due, and to add Article 13, Special Provisions to the Lease.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, **A&M SYSTEM** and **BLANCHARD** hereby agree as follows:

1. Term. The term of the Lease is hereby extended until February 29, 2024.
2. Rent. Rent will increase to \$3,000 for the extended term.
3. Article 12.1 is hereby deleted entirely and replaced with the following:

Notices. Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The parties may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

**BLANCHARD:** Blanchard Becker General Store, LLC  
Attn: Warren S. Becker  
125 Keller Rd.  
Smithville, Texas 78957

**A&M SYSTEM:** Texas A&M Forest Service  
Attn: Terry Smith, Purchasing Department Head  
200 Technology Way, Suite 1120  
College Station, TX 77845-3424  
Tel: 979-458-7381  
E-mail: tsmith@tfs.tamu.edu

With copy to: The Texas A&M University System  
Office of Business Affairs  
Attn: System Real Estate Office  
301 Tarrow St., 5<sup>th</sup> Floor  
College Station, Texas 77840-7896  
Phone: 979-458-6350  
Email: sreo@tamus.edu

With copy to: The Texas A&M University System  
Office of General Counsel  
Attn: Property & Construction  
301 Tarrow St., 6<sup>th</sup> Floor  
College Station, Texas 77840-7896  
Phone: 979-458-6120  
Email: property@tamus.edu

With copy to: Harrison-Pearson Associates, Inc.  
Attn: Samuel T. Pritchard  
4014 Medical Parkway, #100  
Austin, Texas 78756  
Tel: (512) 332-1864  
Email: pritchard@hpaoffice.com

4. Article 13, Special Provisions, is added as follows:

Parking. A&M SYSTEM agrees to park, store and maintain all vehicles, trailers, trucks or any other equipment associated with use by Texas A&M Forest Service in areas as depicted in Exhibit B (excluding personal vehicles of TFS office personnel), attached hereto and incorporated into the Lease.

5. Binding Effect. This Second Amendment will be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

6. Other Terms. Except as expressly provided herein, all of the terms and conditions of the Lease and any and all other documents described in or executed in connection with the Lease will continue in full force and effect and are hereby affirmed.

7. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which will be fully effective as an original, and all of which together will constitute one and the same instrument.

**[SIGNATURES WILL FOLLOW ON NEXT PAGE]**

EXECUTED on the 17 day of July, 2023 by BLANCHARD.

BLANCHARD BECKER GENERAL  
STORE, LLC

By: 

WARREN S. BECKER

Owner

[SIGNATURES CONTINUE ON NEXT PAGE]

EXECUTED this 22<sup>nd</sup> day of June, 2023 by A&M SYSTEM.

BOARD OF REGENTS OF THE TEXAS A&M  
UNIVERSITY SYSTEM, an agency of the State of Texas,  
for the use and benefit of Texas A&M Forest Service

By: *Robby DeWitt*  
For **A.G. DAVIS**  
Director  
Texas A&M Forest Service

APPROVED AS TO FORM:

DocuSigned by:  
*Jennifer Wright*  
1C34ADB47F85498...

**JENNIFER WRIGHT**  
Assistant General Counsel  
Office of General Counsel  
The Texas A&M University System



**Exhibit B**

**Parking**

