

Smith, Terry

From: Smith, Terry
Sent: Friday, July 21, 2023 2:54 PM
To: King, Maggie
Subject: RE: 1300 N Sam Houston Pkwy E Suite 240, Houston, Texas

This looks okay except Al Davis is now TFS's Director. He is no longer Interim.

From: King, Maggie <mking@tamus.edu>
Sent: Wednesday, July 19, 2023 7:56 AM
To: Smith, Terry <tsmith@tfs.tamu.edu>
Subject: RE: 1300 N Sam Houston Pkwy E Suite 240, Houston, Texas

Good Morning,

I have attached the Term sheet for your review. Once I get an approval from you I will submit to OGC.

Thank you,
Maggie

From: Smith, Terry <tsmith@tfs.tamu.edu>
Sent: Tuesday, July 18, 2023 3:59 PM
To: King, Maggie <mking@tamus.edu>
Subject: RE: 1300 N Sam Houston Pkwy E Suite 240, Houston, Texas

I spoke to the landlord and TFS staff today. Please prepare a draft lease using the same terms and conditions with the following exceptions:

- Rent will be \$3720.17/month.
- The \$400/month payment for improvements should go away in the new lease. Please remove reference to it throughout. No new construction or make-ready will be needed.



Terry Smith
Purchasing Department Head
Texas A&M Forest Service
200 Technology Way, Suite 1151
College Station, TX 77845
P: 979-458-7381

From: King, Maggie <mking@tamus.edu>
Sent: Friday, June 23, 2023 11:02 AM
To: Smith, Terry <tsmith@tfs.tamu.edu>
Subject: 1300 N Sam Houston Pkwy E Suite 240, Houston, Texas

Good Morning,

The current term of the above-referenced lease will expire on 12/31/23.

prior to the Commencement Date with all the Tenant Improvements completed in accordance with the provisions of this Lease by December 31, 2018, A&M SYSTEM shall be entitled to receive 2 days abatement of rent for each day thereafter until the Premises is so delivered, and if the Premises has not been so delivered by the date which is 30 days following the Commencement Date, A&M SYSTEM shall be entitled to terminate this Lease upon written notice thereof to LANDLORD at any time before the Premises is so delivered to A&M SYSTEM.

2.02 Early Termination. A&M SYSTEM may terminate this Lease, with or without cause, by sending LANDLORD 30 calendar days' written notice of A&M SYSTEM's intent to terminate; provided, however, in the event A&M SYSTEM terminates this Lease pursuant to this Section 2.02 and LANDLORD is not then in default hereunder, A&M SYSTEM shall be liable for the remaining unamortized amount of the costs of the Tenant Improvements which remains unamortized and unpaid at the time of the termination of this Lease. In addition, at the time of termination of this Lease pursuant to this Section 2.02 and so long as LANDLORD is not then in default hereunder, A&M SYSTEM shall also be liable for the LANDLORD's leasing commission for this Lease at the time of termination only for the remaining period of the Term in the amount of \$164.81 times the number of months being terminated from the Term.

2.03 Property Removal. Upon the termination of this Lease for any reason, A&M SYSTEM shall have the right to remove its equipment and personal property from the Premises, and shall leave the Premises clean and in a condition equal to the condition which existed on the Commencement Date, normal wear and tear excepted, and except for any damage caused by LANDLORD, its employees, agents and contractors. A&M SYSTEM may remove any fixtures or improvements which it constructed on the Premises so long as such removal does not materially damage the Building or the Premises. All movable equipment, furnishings, fixtures, apparatus and personal property may be removed in a manner so as to cause as little damage, as is reasonably possible, to the Building and the Premises.

ARTICLE 3 **RENT**

3.01 Rent. During the Term of this Lease, A&M SYSTEM agrees to pay to LANDLORD, no later than the fifth day of each month, rent in the amount of \$3,720.17 per month; provided that the first monthly payment is due on or before the Commencement Date. In addition, upon completion of the Tenant Improvements as described in Exhibits "A" and "A-1", A&M SYSTEM agrees to pay to LANDLORD, no later than the fifth day of each month, the Monthly Amortized Rent Amount (as defined in Section 1.02 above) of \$400 per month. Thus, upon completion of the Tenant Improvements, total monthly rent will total \$4,120.17. Rent is payable in advance and rent for any partial month shall be prorated.

3.02 Availability of Funding. This Lease is made and entered into in accordance with the provisions of Chapter 2167 of the Texas Government Code and may be contingent upon the continuation of state or federally funded programs and/or the availability of specific funds within the TFS to cover the full term and cost of this Lease. In the event a curtailment of state or federally funded programs occurs, or in the event specific funds are unavailable, A&M

VENDOR

PURCHASE ORDER

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

Order Date
08/08/2023

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)
P400033	

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

INVOICE TO:

TEXAS A&M FOREST SERVICE
FRD/SF--ASSOCIATE DIRECTOR
200 TECHNOLOGY WAY, SUITE 1281
COLLEGE STATION TX 77845-3424

VENDOR
12086785370 GVJ INVESTMENTS LTD 1300 N SAM HOUSTON PKWY E HOUSTON, TX 77032-2974

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

SHIP TO:

TEXAS A&M FOREST SERVICE
HOUSTON OFFICE-MITI/PREVENTION
1300 N. SAM HOUSTON PKWY EAST
SUITE 240
HOUSTON TX 77032

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
	STATE REQ: R400049				
	USER REF: 000000-MY				
1	Houston Office Lease 9/1/23-12/31/23	4	MO	4,120.170	16,480.68
2	Houston Office lease 1/1/24-8/31/24 to continue funds encumbrance on new lease	8	EA	3,720.170	29,761.36
				TOTAL	46,242.04
	***** 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.				
	REFERENCE:OGC 2018-0048855 LEASE TERM: 1/1/19- 12/31/23				
	VENDOR QUOTE: LEASE VENDOR REF: MAGGIE KING 979-458-6593				

RTL

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

FOB: NOT SPECIFIED

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

PURCHASING AGENT FOR
TEXAS A&M FOREST SERVICE