

RECEIVING

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)
P400036	

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

INVOICE TO:
TEXAS A&M FOREST SERVICE MERKEL OFFICE PO BOX 429 MERKEL TX 79536
SHIP TO:
TEXAS A&M FOREST SERVICE BURKBURNETT OFFICE 1900 S. FM 369 BURKBURNETT TX 76354

VENDOR
24533139420 ERWIN LEE HARVEY SR 1052 JAN LEE DR BURKBURNETT, TX 76354-2942

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

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
	USER REF: 000000-SSP				
1	Burkburnett Office Lease FY 24 (Erwin Lee Harvey Sr.) 9-1-23-8-31-24	12	EA	1,500.000	18,000.00
				TOTAL	18,000.00
	***** 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.				
	OGC 2019-0050511 TERM OF LEASE: 8/1/19-7/31/24 PREVIOUS PO# P100059, P200008, P300231				
	VENDOR QUOTE: LEASE VENDOR REF: E.L. HARVEY SR				
	Purchase made by an Institution of Higher Education, Section 51.9335 Education Code.				
	CC FY ACCOUNT NO. DEPT.				
	11 2024 124046-00000-5860 RESP			18,000.00	
	DOCUMENT DATE: 08/08/2023				
	DEPT.CONTACT: SCHARISE PHARISS PHONE NO.:				
	PCC CD: 9				

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. Covannon

PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

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

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Charm E. Conner

PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

AGREEMENT FOR LEASE OF SPACE

This Agreement for Lease of Space (this "Lease") is by and between E.L. HARVEY SR., an individual, as the landlord ("LANDLORD") and the BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas, as the tenant ("A&M SYSTEM"), for the use and benefit of the Texas A&M Forest Service ("TFS").

ARTICLE 1 PREMISES

1.01 Exclusive Use. LANDLORD, in consideration of the mutual covenants and obligations of this Lease, hereby leases to A&M SYSTEM the exclusive use of the following described property:

3,750 square feet of space situated in the building (the "Building"), located at 1900 S. FM 369, Burkburnett, Texas 76354 (the "Premises"), as depicted on Exhibit "A" attached hereto.

A&M SYSTEM, its employees, agents, representatives, clients, and other persons using its services are granted the non-exclusive use of the common areas in the Building, including the restrooms, drive-in service bay adjacent to office space, and outdoor storage areas. The drive-in service bay will only be available to TFS when not in use by the LANDLORD. The LANDLORD reserves the right of priority use of the service bay.

1.02 Parking. LANDLORD will provide a fenced, secured parking lot capable of holding two tractor trailer transports, one fire engine, and four staff/support vehicles. In addition, LANDLORD will provide space for seven employee owned vehicles.

1.03 Quiet Enjoyment. LANDLORD covenants and agrees that so long as A&M SYSTEM is not in default under the terms of this Lease, A&M SYSTEM will peaceably and quietly have, hold and enjoy the Premises for the term of this Lease.

1.04 Taxes. Unless exempt, LANDLORD is solely responsible for any ad valorem property taxes and assessments, or other taxes and assessments levied against the Premises and/or the Building.

1.05 Utilities. A&M SYSTEM is responsible for all electricity and water utility charges serving the Premises.

1.06 Trash and Janitorial Services. A&M SYSTEM will be responsible for all trash pick-up and the provision of janitorial services.

1.07 Extermination Services. A&M SYSTEM will be responsible for all extermination services.

1.08 Telephone and Internet Services. LANDLORD will provide, as currently installed, telephone conduits necessary for A&M SYSTEM's use of the Premises. A&M SYSTEM is responsible for all other equipment, fees, costs, and expenses related to providing telecommunication and internet service.

ARTICLE 2 TERM

2.01 Initial Term. The term of this Lease will be five years, commencing on August 1, 2019 (the "Commencement Date"), and ending on July 31, 2024 (the "Term") unless sooner terminated in accordance with the terms of this Lease.

2.02 Renewal. Intentionally deleted.

2.03 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.

2.04 Property Removal. Upon the termination of this Lease for any reason, A&M SYSTEM will have the right to remove its equipment and personal property from the Premises, and must 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 \$1,500 per month; provided that the first monthly payment is due on or before the Commencement Date. Rent is payable in advance and rent for any partial month will be prorated.

3.02 Availability of Funding. This Lease may be contingent upon the continuation of state or federally funded programs, the appropriation of funds by the Texas Legislature and/or the availability of specific funds to cover the full term and cost of this Lease. In the event a curtailment of state or federally funded programs occurs, state appropriations are curtailed or withdrawn, or in the event specific funds are unavailable to A&M SYSTEM, A&M SYSTEM may terminate this Lease upon written notice to LANDLORD, or may assign this Lease, or sublet the Premises, or any part of the Premises, to another agency of the State of Texas, without further duty or obligation hereunder. LANDLORD acknowledges that appropriation of funds is beyond the control of A&M SYSTEM.

ARTICLE 4
COVENANTS AND OBLIGATIONS OF LANDLORD

4.01 Title to Premises. LANDLORD covenants and agrees that it has good and sufficient title and exclusively holds the authority, right, and ability to rent, lease, or otherwise furnish the Premises to A&M SYSTEM. Additionally, LANDLORD warrants that the person executing this Lease on behalf of LANDLORD is authorized to do so, and that such person has the capacity to do so.

4.02 Authority. Intentionally Deleted.

4.03 Compliance. LANDLORD warrants and guarantees that A&M SYSTEM's intended use of the Premises as office space and storage does not violate any current city, state or local ordinance or statute or any restriction placed on the Building.

4.04 Environmental Condition. LANDLORD warrants and represents that any use, storage, treatment or transportation of hazardous substances or materials that have occurred in or on the Premises prior to the Commencement Date has been in compliance with all applicable federal, state and local laws, regulations and ordinances. LANDLORD additionally warrants and represents that no release, leak, discharge, spill, disposal, or emission of hazardous substances or materials has occurred in, on, or under the Premises, and that the Premises are free of hazardous substances and materials as of the Commencement Date.

LANDLORD will indemnify A&M SYSTEM from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims and for fees of attorneys, consultants, and experts) arising during or after the lease term from or in connection with the presence or suspected presence of Hazardous Substances in or on the Premises, unless the Hazardous Substances are present solely as a result of negligence, willful misconduct, or other acts of A&M SYSTEM or A&M SYSTEM's agents, employees, contractors, or invitees. Without limitation of the foregoing, this indemnification includes any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, unless the Hazardous Substances are present solely as a result of negligence, willful misconduct, or other acts of A&M SYSTEM, A&M SYSTEM's agents, employees, contractors, or invitees. This indemnification will specifically include any and all costs due to Hazardous Substances that flow, diffuse, migrate, or percolate into, onto, or under the Premises after the lease term commences.

As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Texas, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), solvents, pesticides, and petroleum.

ARTICLE 5 MAINTENANCE

5.01 LANDLORD's Maintenance Obligations. LANDLORD must maintain the Building (expressly including the common areas, parking and landscaping) and the Premises in a first-class, clean, and safe condition, must not permit or allow to remain any waste or damage to any portion of the Building or the Premises, and must promptly repair any damage, except damage arising from the act or negligence of A&M SYSTEM, its agents or employees, which will be the responsibility of A&M SYSTEM. LANDLORD will maintain at the septic system at its own cost. For emergency and security purposes, and for maintaining the Premises, LANDLORD reserves the right, upon not less than 24 hours' notice to A&M SYSTEM (if possible), to enter and inspect the Premises and to make any necessary repairs or adjustments.

5.02 LANDLORD's Failure to Maintain. In the event LANDLORD fails to maintain the Building and the Premises as required, A&M SYSTEM will give written notice thereof to LANDLORD and if LANDLORD fails to commence such maintenance within 10 days following receipt of such notice or neglects to prosecute the completion of such maintenance with reasonable diligence, A&M SYSTEM may perform such maintenance. A&M SYSTEM may, in the event of an emergency, immediately make those repairs reasonably necessary to secure the Premises. The costs incurred by A&M SYSTEM, must be paid by LANDLORD to A&M SYSTEM upon demand and if not paid to A&M SYSTEM within 30 days after receipt by LANDLORD of a statement therefore, A&M SYSTEM may deduct such cost from subsequent installments of rent. A&M SYSTEM will also have the remedies set forth in Article 12.

ARTICLE 6 CONDEMNATION

If a condemnation proceeding results in a partial taking of the Premises, and the remainder of the Premises is useful to A&M SYSTEM as determined by A&M SYSTEM in its sole discretion, then the rent specified in Article 3.01 will be equitably adjusted as of the date of the taking of possession by the condemning authority. If a condemnation proceeding results in a total taking of the Premises, then all rent and charges will be prorated to the date of the taking of possession by the condemning authority and this Lease will be terminated. Alternatively, if LANDLORD is able to provide space suitable for A&M SYSTEM's use, in A&M SYSTEM's sole opinion, A&M SYSTEM may elect to rent such space under the same terms, conditions, and rental amount as this Lease.

ARTICLE 7 DAMAGES

7.01 Damages to the Building or the Premises. If the Building or the Premises are damaged by fire or other casualty, and A&M SYSTEM determines in its sole discretion that it is prevented from using the Premises in a manner reasonably comparable to its use immediately before such fire or other casualty, A&M SYSTEM may terminate this Lease by written notice to LANDLORD delivered within 30 days following the date of such fire or other casualty. If

A&M SYSTEM opts not to terminate this Lease, then A&M SYSTEM will give written notice to LANDLORD within that 30-day period, and LANDLORD must, within 20 days following the date of such written notice, commence to rebuild or restore the Premises to substantially the condition of the Premises prior to the fire or other casualty. If LANDLORD fails to complete the rebuilding or restoration within 60 days following the date of A&M SYSTEM's written notice, A&M SYSTEM will have the right to terminate this Lease by written notice delivered to LANDLORD within 15 days following the end of that 60-day period. Alternatively, if LANDLORD is able to provide space suitable for A&M SYSTEM's use, in A&M SYSTEM's sole opinion, A&M SYSTEM may elect to rent such space under the same terms, conditions, and rental amount as this Lease, or upon such other terms, conditions and rent as the parties may agree.

7.02 Emergency Repairs. In the event that any damages to the Premises presents a threat to the health or safety of A&M SYSTEM, its employees, clients, representatives, agents, customers, or other persons frequenting the Premises, that are deemed of an emergency nature to repair, A&M SYSTEM will notify LANDLORD immediately. LANDLORD will then repair the damage or authorize A&M SYSTEM to repair said damage. In the event that any costs are incurred by A&M SYSTEM, LANDLORD will reimburse A&M SYSTEM within 10 days following written demand from A&M SYSTEM accompanied by evidence of the costs incurred.

ARTICLE 8 **INSURANCE**

8.01 LANDLORD's Insurance Obligations. LANDLORD covenants and agrees that from and after the date of delivery of the Premises from LANDLORD to A&M SYSTEM, and during the term of this Lease or any renewal thereof, LANDLORD will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for (i) "All risk" property insurance for the Building in the amount of at least \$1,000,000.00 and (ii) commercial general liability covering the Building, with limits of not less than \$1,000,000 combined single limit for personal injury and property damage as a result of negligence, willful misconduct, or other acts caused by the negligence of LANDLORD. LANDLORD must deliver to A&M SYSTEM upon request a certificate evidencing such coverages. All such policies must be written by insurance companies authorized to do business in Texas and must provide that A&M SYSTEM be provided with 10 days prior written notice of cancellation, reduction, or material change by the insurer.

8.02 A&M SYSTEM's Insurance Obligations. LANDLORD acknowledges that, because A&M SYSTEM is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of A&M SYSTEM or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of A&M SYSTEM is provided by A&M SYSTEM as mandated by the provisions of the Texas Labor Code, Chapter 503. A&M SYSTEM will have the right, at its option, to (a) obtain liability insurance protecting A&M SYSTEM and its employees and property insurance protecting A&M SYSTEM's buildings and the contents, to the extent

authorized by Section 51.966 of the Texas Education Code or other law; or (b) self-insure against any risk that may be incurred by A&M SYSTEM as a result of its operations under this Lease.

ARTICLE 9

ASSIGNMENT AND SUBLETTING

A&M SYSTEM may assign this Lease or sublet the Premises, in whole or in part, to any member of The Texas A&M University System or any agency of the State of Texas, but agrees it will not, except as otherwise provided in this Lease, assign this Lease or sublet all or any part of the Premises to any private parties (persons or corporations) without the prior written consent of LANDLORD, which consent will not be unreasonably withheld or delayed.

ARTICLE 10

COMPLIANCE WITH STATE AND FEDERAL LAW

10.01 Accessibility. In signing this Lease, LANDLORD certifies that at the time the Premises become occupied by A&M SYSTEM and throughout the term of this Lease and any additional tenancy, LANDLORD will comply with The Texas Accessibility Standards regarding architectural barriers to persons with disabilities promulgated under Chapter 469, Texas Government Code as prepared and administered by the Texas Department of Licensing and Regulation ("TDLR"); the ADA Accessibility Guidelines promulgated under The Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. § 12181 *et seq.*

Neither A&M SYSTEM nor its occupying department have authority to waive any requirements of Chapter 469 of the Texas Government Code and any claim regarding such a waiver is expressly denied. Neither A&M SYSTEM, the occupying department, nor the TDLR have authority to waive any requirements of the federal Americans with Disabilities Act, and any claim regarding such waiver is expressly denied.

10.02 Child Support. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

10.03 Debts or Delinquencies. Pursuant to Section 2252.903, *Texas Government Code*, LANDLORD agrees that any payments owing to LANDLORD under this Lease may be applied directly toward certain debts or delinquencies that LANDLORD owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

10.04 Franchise Tax Certification. If **LANDLORD** is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then **LANDLORD** certifies that it is not currently delinquent in the payment of any franchise taxes or that **LANDLORD** is exempt from the payment of franchise taxes.

10.05 Debarment. **LANDLORD** represents and warrants, to the best of its knowledge and belief, that neither **LANDLORD** nor any of its Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government's Excluded Parties List System. **LANDLORD** must provide immediate written notice to **A&M SYSTEM** if, at any time **LANDLORD** learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Lease. If it is later determined that **LANDLORD** knowingly made a false representation, in addition to other remedies available to **A&M SYSTEM**, **A&M SYSTEM** may terminate this Lease.

ARTICLE 11 **DEFAULT BY A&M SYSTEM**

LANDLORD may terminate this Lease and enter upon and take possession of the Premises if **A&M SYSTEM** fails to perform, keep and observe any terms, covenants, or conditions required by this Lease to be performed by **A&M SYSTEM**, and such failure continues for 30 days following **A&M SYSTEM**'s receipt of written notice of such default.

ARTICLE 12 **DEFAULT BY LANDLORD**

If **LANDLORD** (i) fails to comply with any term, condition or covenant of this Lease that is required to be performed or observed by **LANDLORD**, or (ii) breach any of its representations and warranties set forth in this Lease, or if **A&M SYSTEM** is unable to use the Premises for more than 30 consecutive calendar days due to any law or any order, rule, or regulation of any competent governmental authority, and **LANDLORD** does not cure or correct such failure, breach or condition within 30 days after receipt of written notice from **A&M SYSTEM** to **LANDLORD** (or, in the case of an emergency, within 24 hours after receipt of written or telephonic notice thereof given by **A&M SYSTEM** to **LANDLORD**), or, if such failure, breach or condition (other than an emergency situation as aforesaid) cannot reasonably be cured within said 30 day period, **LANDLORD** does not commence to cure such failure or breach within said 30 days and does not thereafter with reasonable diligence and in good faith proceed to cure such failure or breach, then **A&M SYSTEM**, in addition to any other remedy provided by law or in equity, may terminate this Lease and all of **A&M SYSTEM**'s obligations hereunder by giving written notice thereof to **LANDLORD** or, without being obligated to do so, **A&M SYSTEM** may cure or correct such default or breach for the account of **LANDLORD**, in

which event all amounts expended or incurred by **A&M SYSTEM** (including reasonable attorneys' fees), together with interest thereon at the maximum rate of interest permitted by applicable law from the date of advancement until repaid, will be due and payable by **LANDLORD** to **A&M SYSTEM** within 10 days after demand. If **LANDLORD** fails to pay any amount due with the 10-day period, **A&M SYSTEM** may deduct such amounts from the rent due or to become due hereunder (in such order and manner as **A&M SYSTEM** may elect), and/or terminate this Lease by giving written notice thereof to **LANDLORD**, in which event all rent will be apportioned as of the effective termination date, and any rent paid for any period beyond such date and all other prepaid charges or deposits paid by **A&M SYSTEM** to **LANDLORD** will be refunded to **A&M SYSTEM**.

ARTICLE 13 **MISCELLANEOUS PROVISIONS**

13.01 Notices. Any notice required or permitted under this Lease must be in writing, and will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. **A&M SYSTEM** and **LANDLORD** can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

LANDLORD:	E.L. Harvey Sr. 1052 Jan Lee Dr. Burkburnett, Texas 76354 Tel: 832-205-0706 Email: lee.harvey@co.wichita.tx.us
A&M SYSTEM:	Texas A&M Forest Service Attn: Terry Smith, Contract Administrator 200 Technology Way, Ste. 1120 College Station, Texas 77845 Tel: 979-458-7382
with copy to:	The Texas A&M University System Office of General Counsel Attn: System Real Estate Office 301 Tarrow Street, 6 th Floor College Station, Texas 77840-7896 Tel: 979-458-6350 Fax: 979-458-6359 Email: sreo@tamus.edu

13.02 Force Majeure. Neither party is required to perform any term, condition, or covenant of this Lease, if performance is prevented or delayed by a natural occurrence, a fire, an

act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

13.03 Governing Law. The validity of this Lease and all matters pertaining to this Lease, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, will be governed and determined by the Constitution and the laws of the State of Texas.

13.04 Venue. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against A&M SYSTEM will be in the county in which the primary office of the chief executive officer of A&M SYSTEM is located.

13.05 Entire Agreement. This Lease and any document incorporated herein by reference constitutes the complete agreement of LANDLORD and A&M SYSTEM and supersedes any prior understanding or agreement, written or oral, between them regarding the issues covered by this Lease. This Lease may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their permitted successors or assigns.

13.06 Savings Clause. If any term, provision, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will not be affected, impaired or invalidated.

13.07 Brokerage Commissions. A&M SYSTEM will not be liable for any brokerage or finder's fees or commissions.

13.08 Estoppel Certificates. Any statement or representation of A&M SYSTEM in any estoppel certificate delivered pursuant to this Lease that would modify the rights, privileges or duties of LANDLORD or A&M SYSTEM hereunder will be of no force and effect and may not be relied on by any person.

13.09 Rules and Regulations. A&M SYSTEM agrees to abide by any and all reasonable rules and regulations promulgated by LANDLORD for the proper operation of the Building provided all such rules and regulations are consistent and are uniformly applied to all tenants of the Building. All rules and regulations promulgated subsequent to commencement of this Lease must be submitted to A&M SYSTEM for consideration and comment at least 30 calendar days prior to implementation.

13.10 Waiver. The failure of LANDLORD or A&M SYSTEM to insist in any one or more instances on a strict performance of any of the covenants of this Lease will not be construed as a waiver or relinquishment of such covenants in future instances, but the same will continue and remain in full force and effect.

13.11 Successors and Assigns. This Lease and each and all of its covenants, obligations and conditions will inure to the benefit of and be binding upon the heirs, personal

representatives, successors and assigns of **LANDLORD**, and the successor and assigns of **A&M SYSTEM**.

13.12 State Audits. **LANDLORD** understands that acceptance of funds under this Lease acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. **LANDLORD** further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. **LANDLORD** will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through **LANDLORD** and the requirement to cooperate is included in any subcontract it awards.

13.13 Time. Time is of the essence in respect to the performance of each provision of this Lease.

ARTICLE 14 **SPECIAL PROVISIONS**

Notwithstanding any other term or condition of this Lease or any document incorporated in this Lease by reference, the parties agree to the following special provisions:

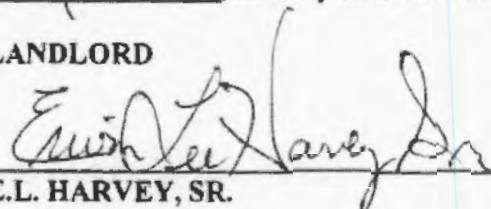
The Building is to be renovated by **LANDLORD** prior to TFS moving in to the Premises. If renovations cannot be completed by the Commencement Date, TFS will not take possession or be assessed rent until renovations are completed and will pay prorated rent for the remainder of that month. The list of required renovations are as follows:

1. Electrical circuits are to be brought up to adopted Code.
2. Walls will have new sheetrock installed, textured and painted.
3. Ceilings will have new suspended tiles installed.
4. New office doors with hardware will be installed.
5. (2) Bathrooms will be upgraded with fixtures meeting ADA compliance.
6. New flooring covers will be installed (tile and carpet).
7. Upgrade lighting to be installed in all spaces.
8. Installment of kitchen cabinets and sink.
9. Fence to be installed across the front of the property.
10. Construct front entrance to be ADA compliant.
11. Gate to be installed with sufficient setback off highway to accommodate tractor trailer.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

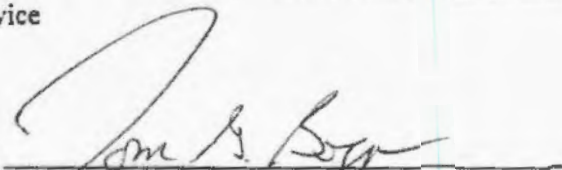
EXECUTED this 9th day of July, 2019 by LANDLORD.

LANDLORD


E.L. HARVEY, SR.

EXECUTED this 2 day of July, 2019 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: 
TOM G. BOGGUS
Director
Texas A&M Forest Service

APPROVED AS TO FORM:

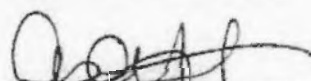
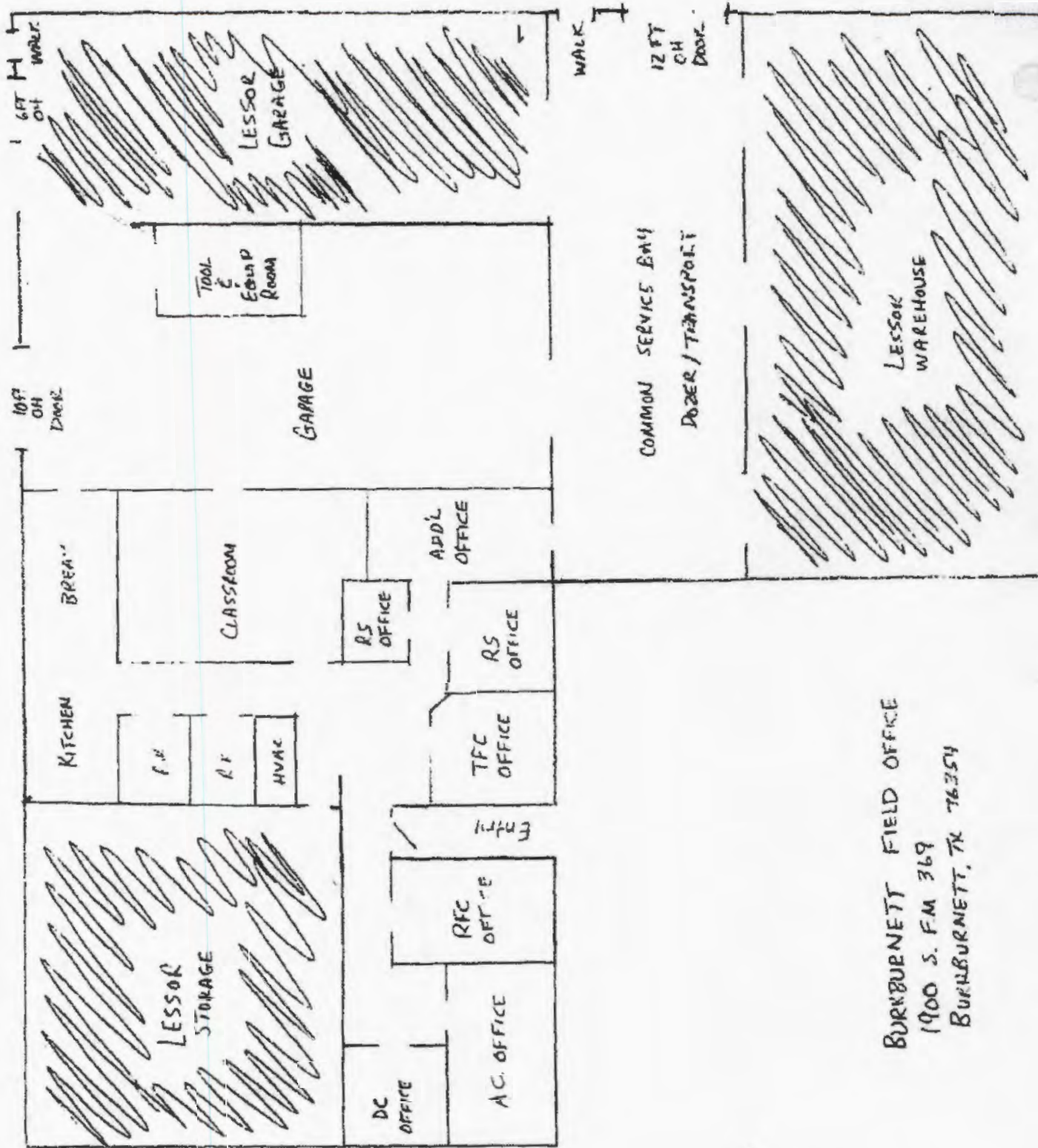

ASHLEA HEWLETT
Assistant General Counsel
Office of General Counsel
The Texas A&M University System

Exhibit "A"



North

BURKBURNETT FIELD OFFICE
1900 S. FM 369
BURKBURNETT, TX 76354

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment"), is entered into effective September 1, 2022 (the "Effective Date") by and between **E.L. HARVEY SR.**, an individual, as the landlord ("**LANDLORD**") and the **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM** ("**A&M SYSTEM**"), an agency of the State of Texas, for the use and benefit of the Texas A&M Forest Service ("**TFS**"), for the purpose of amending the Lease Agreement commencing on August 1, 2019 and expiring on July 31, 2024, and the First Amendment to Lease Agreement dated December 17, 2021, related to 3,750 square feet of space situated in the building (the "Building"), located at 1900 S. FM 369, Burkburnett, Texas 76354 (the "Lease").

A&M SYSTEM and **LANDLORD** wish to revert to the initial terms of the Lease and resume Rent payments in the original amount since the Landlord has effectuated the needed repairs caused by the storm damage to the Building and the Premises, to incorporate Exhibit D, Depiction of the Repairs, attached to this Second Amendment, and to update the Notices Section.

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

1. Exclusive Use. **LANDLORD**, in consideration of the mutual covenants and obligations of this Lease, hereby leases to **A&M SYSTEM** the exclusive use of the following described property:

3,750 square feet of space situated in the building (the "Building"), located at 1900 S. FM 369, Burkburnett, Texas 76354 (the "Premises"), as depicted on Exhibit "A" attached hereto.

A&M SYSTEM, its employees, agents, representatives, clients, and other persons using its services are granted the non-exclusive use of the common areas in the Building, including the restrooms, drive-in service bay adjacent to office space, and outdoor storage areas. The drive-in service bay will only be available to TFS when not in use by the **LANDLORD**. The **LANDLORD** reserves the right of priority use of the service bay.

2. Rent. Rent in the amount of \$1500 per month resume effective September 1, 2022 and is due by the first of every month. Rent is payable in advance and will be prorated for any partial month.

3. Exhibit D. Exhibit D is attached to this Second Amendment and is fully incorporated into the Lease and made a part of same.

4. Notices. Any notice 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. **A&M SYSTEM** and **LANDLORD** can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

LANDLORD: E. L. Harvey, Sr.
1052 Jan Lee Dr.
Burkburnett, Texas 76354
Phone: 832-205-0706
Email: leeh@elharveyinc.com

A&M SYSTEM: Texas A&M Forest Service
Attn: Terry Smith, Purchasing Department Head
200 Technology Way, Suite 1120
College Station, Texas 77845-3424
Phone: 979.458.7381
Email: tsmith@tfs.tamu.edu

with copy to: The Texas A&M University System
Office of General Counsel
Attn: System Real Estate Office
301 Tarrow Street, 6th Floor
College Station, Texas 77840-7896
Tel: 979-458-6350
Fax: 979-458-6359
Email: sreo@tamus.edu

with copy to: The Texas A&M University System
Office of Business Affairs
Attn: System Real Estate Office
301 Tarrow St., 5th Floor
College Station, Texas 77840-7896
Phone: 979-458-6530
Email: sreo@tamus.edu

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

5. 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

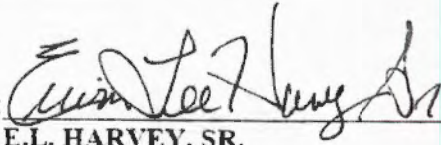
continue in full force and effect and are hereby affirmed.

6. Counterparts. This Amendment may be executed in multiple counterparts, each of which is fully effective as an original, and all of which together constitutes one and the same instrument.

[SIGNATURES WILL FOLLOW ON NEXT PAGE]

EXECUTED in this 13th day of December, 2022 by LANDLORD.

LANDLORD

By: 
E.L. HARVEY, SR.

[SIGNATURES CONTINUE ON NEXT PAGE]

EXECUTED this 13th day of December, 2022 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:

A.G. Davis
A.G. DAVIS
Interim Director
Texas A&M Forest Service

PLEASE SIGN
& DATE

APPROVED AS TO FORM:

DocuSigned by:
Jennifer Wright
1C34ADB47F86498

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

Exhibit D
Depiction of the Repairs to the Building

Interior – As Repaired



Exterior – As Repaired



Roof – As Repaired

