

VENDOR

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

Order Date  
03/01/2024

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)
P400271	

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

<b>INVOICE TO:</b>
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

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
1	USER REF: 000000-WRJ Smithville Office Lease Payment from 03/01/2024 to 08/30/2024.	5	MO	3,100.000	15,500.00
				TOTAL	15,500.00
	***** 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.  EXEMPT PURCHASE - TEXAS A&M FOREST SERVICE PURCHASING PROCEDURES, SECTION 6 (EXEMPT PURCHASES).  SMITHVILLE OFFICE LEASE - 03/01/24-08/31/24 REFERENCE LEGAL FILE #2016-0041063 RENEWAL SIGNED 02/16/2024.  VENDOR QUOTE: LEASE VENDOR REF: BLANCHARD BECKER				

RTL

Texas A&amp;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**

## **AGREEMENT FOR LEASE OF SPACE**

This Agreement for Lease of Space ("Lease") is by and between **BLANCHARD BECKER GENERAL STORE, LLC**, a Texas limited liability company, as landlord ("**BLANCHARD**"), and the **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, an agency of the State of Texas, as Tenant ("**A&M SYSTEM**"), for the use and benefit of **TEXAS A&M FOREST SERVICE ("TFS")**.

### **ARTICLE 1** **PREMISES**

1.1 **Exclusive Use.** **BLANCHARD**, 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 as office space and warehouse storage space to house employees and equipment engaged in the Texas A&M Forest Service Fire Fuels Mitigation and Prevention Program and as a staging area for the regional activities of **TFS**:

4,508 square feet of office/warehouse space and equipment repair bay, situated in the Smithville West Business Park, located at 125 Keller Road, Unit C4 (the "Office Space") and Unit A4 (the "Repair Bay"), Smithville, Bastrop County, Texas (collectively, the "Leased 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 Leased Premises.

1.2 **Signage.** The design and location of any exterior signs desired by **A&M SYSTEM** will be submitted to **BLANCHARD** for written approval prior to being erected. Any interior signs will be erected by **BLANCHARD** or will be erected by **A&M SYSTEM** with **BLANCHARD**'s written approval. **A&M SYSTEM**'s signs will be erected or installed at its expense.

1.3 **Utilities.**

- A. Water, Solid Waste Disposal, and Sanitary Sewer are included in the Rent (as defined below) or will otherwise be paid by **BLANCHARD**. Electricity for the Repair Bay is included in the Rent or will otherwise be paid by **BLANCHARD**.
- B. **A&M SYSTEM** will be responsible for and pay for all fees, costs, and expenses (including monthly usage charges) associated with the provision of electricity, air conditioning and heating for the Office Space, which will be separately metered and paid by **A&M SYSTEM** directly to the service provider. **A&M SYSTEM** will also be responsible for telephone,

including but not limited to, long distance service, internet and facsimile. **BLANCHARD** will provide, as currently installed, telephone conduits necessary for **A&M SYSTEM's** use of the Leased Premises as Office Space.

1.4 Taxes. **BLANCHARD** is solely responsible for any ad valorem property taxes and assessments, or other taxes and assessments levied against the Leased Premises and/or the building.

1.5 Janitorial Services. **A&M SYSTEM** will be responsible for janitorial services to the Leased Premises, at **A&M SYSTEM's** sole cost.

1.6 Extermination Services. **A&M SYSTEM** will be responsible for extermination services to the Leased Premises.

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

In the event **BLANCHARD** fails to maintain the Leased Premises as required, **A&M SYSTEM** will give written notice thereof to **BLANCHARD**, and if **BLANCHARD** fails to commence such maintenance within ten (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 Leased Premises. The costs incurred by **A&M SYSTEM** must be paid by **BLANCHARD** to **A&M SYSTEM** upon demand, and if not paid to **A&M SYSTEM** within thirty (30) days after receipt by **BLANCHARD** 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.

## **ARTICLE 2**

### **TERM**

2.1 Initial Term. The initial term of this Lease will commence on March 1, 2024 (the "Commencement Date") and end on February 28, 2025, unless terminated sooner pursuant to this Lease.

2.2 Early Termination. **A&M SYSTEM** may terminate this Lease, with or without cause, by sending **BLANCHARD** ninety (90) calendar days' written notice of **A&M SYSTEM's** intent to terminate.

2.3 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 **BLANCHARD**, or may assign this Lease, or sublet the Leased Premises, or any part of the Leased Premises, to another agency of the State of Texas, without further duty or obligation hereunder. **BLANCHARD** acknowledges that appropriation of funds is beyond the control of **A&M SYSTEM**.

### **ARTICLE 3**

#### **RENT**

During the Term of this Lease, **A&M SYSTEM** agrees to pay to **BLANCHARD**, no later than the fifth day of each month, rent in the amount of THREE THOUSAND ONE HUNDRED DOLLARS (\$3,100) ("Rent"); 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.

### **ARTICLE 4**

#### **CONDEMNATION AND DAMAGES**

4.1 Condemnation. If a condemnation proceeding results in a partial taking of the Leased Premises, and the remainder of the Leased Premises is useful to **A&M SYSTEM** as determine by **A&M SYSTEM** in its sole discretion, then the Rent specified in Article 3 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 Leased Premises, then all Rent and charges will be prorated on the date of the taking of possession by the condemning authority and this Lease will be terminated. Alternatively, if **BLANCHARD** 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.

4.2 Damages to the Leased Premises. If the Leased Premises are damaged by fire or other casualty, and **A&M SYSTEM** determines in its sole discretion that it is prevented from using the Leased Premises in a manner reasonably comparable to the use immediately before such fire or other casualty, **A&M SYSTEM** may terminate this Lease by written notice to **BLANCHARD** delivered within thirty (30) days following the date of such fire or other casualty. If **A&M SYSTEM** opts to not terminate this Lease, then **A&M SYSTEM** will give written notice to **BLANCHARD** within that thirty (30) day period, and **BLANCHARD** must, within twenty (20) days following the date of such written notice, commence to rebuild or restore the Leased Premises to substantially the condition of the Leased Premises prior to the fire or

other casualty. If **BLANCHARD** fails to complete the rebuilding or restoration within sixty (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 **BLANCHARD** within fifteen (15) days following the end of that sixty (60) day period. Alternatively, if **BLANCHARD** 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.

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

## **ARTICLE 5**

### **COVENANTS AND OBLIGATIONS OF BLANCHARD**

5.1 Quiet Enjoyment. **BLANCHARD** 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 Leased Premises for the term of this Lease.

5.2 Title to Leased Premises. **BLANCHARD** 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 Leased Premises to **A&M SYSTEM**. Additionally, **BLANCHARD** warrants that the person executing this Lease on behalf of **BLANCHARD** is authorized to do so, and that such person has the capacity to do so.

5.3 Authority. **BLANCHARD** warrants and represents that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization, and is duly authorized to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Lease, and the individual executing this Lease on behalf of **BLANCHARD** has been duly authorized to act for and bind **BLANCHARD**.

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

5.5 Environmental Condition. **BLANCHARD** warrants and represents that any use, storage, treatment or transportation of hazardous substances or materials that has occurred in or on the Leased Premises prior to the Commencement Date has been in compliance with all applicable federal, state and local laws, regulations and ordinance. **BLANCHARD** 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 Leased Premises, and that the Leased Premises are free of hazardous substances and materials as of the Commencement Date.

**BLANCHARD** 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 Leased 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 Leased 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 6**

#### **DEFAULT BY A&M SYSTEM**

**BLANCHARD** may terminate this Lease and enter upon and take possession of the Leased 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 thirty (30) days following **A&M SYSTEM's** receipt of written notice of such default.

#### **ARTICLE 7**

#### **DEFAULT BY LANDLORD**

If **BLANCHARD** (i) fails to comply with any term, condition or covenant of this Lease that is required to be performed or observed by **BLANCHARD**, or (ii) breaches any of its representations and warranties set forth in this Lease, or if **A&M SYSTEM** is unable to use the Leased Premises for more than thirty (30) consecutive calendar days due to any law or any order, rule, or regulation of any competent governmental authority, and **BLANCHARD** does not cure or correct such failure, breach or condition within thirty (30) days after receipt of written notice from **A&M SYSTEM** to **BLANCHARD** (or, in the case of an emergency, within twenty-four (24) hours after receipt of written or telephonic notice thereof given by **A&M SYSTEM** to

**BLANCHARD**), or, if such failure, breach or condition (other than an emergency situation as aforesaid) cannot reasonably be cured within said thirty (30) day period, **BLANCHARD** does not commence to cure such failure or breach within said thirty (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 **BLANCHARD** or, without being obligated to do so, **A&M SYSTEM** may cure or correct such default or breach for the account of **BLANCHARD**, 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 **BLANCHARD** to **A&M SYSTEM** within ten (10) days after demand. If **BLANCHARD** fails to pay any amount due within the ten (10) 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 **BLANCHARD**, 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 **BLANCHARD** will be refunded to **A&M SYSTEM**.

## **ARTICLE 8** **INSURANCE**

8.1 **Blanchard's Insurance Obligations.** **BLANCHARD** covenants and agrees that from and after the date of delivery of the Leased Premises from **BLANCHARD** to **A&M SYSTEM**, and during the term of this Lease or any renewal thereof, **BLANCHARD** 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) property insurance for the Leased Premises on a full replacement cost basis, and (ii) commercial general liability insurance 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 **BLANCHARD**. **BLANCHARD** 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 ten (10) days prior written notice of cancellation, reduction, or material change by the insurer.

8.2 **A&M SYSTEM's Insurance Obligations.** **BLANCHARD** 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 502. **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 OF LEASE**

**A&M SYSTEM** may assign this Lease or any part of this Lease 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 to any private parties (persons or corporations) without the prior written consent of **BLANCHARD**, which consent will not be unreasonably withheld or delayed.

## **ARTICLE 10** **SUBLEASE**

**A&M SYSTEM** may sublease the Leased 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, sublet all or any part of the Leased Premises to any private parties (persons or corporations) without the prior written consent of **BLANCHARD**, which consent will not be unreasonably withheld or delayed.

## **ARTICLE 11** **COMPLIANCE WITH STATE AND FEDERAL LAW**

11.1 Accessibility. In signing this Lease, **BLANCHARD** certifies that at the time the Leased Premises become occupied by **A&M SYSTEM** and throughout the term of this Lease and any additional tenancy, **BLANCHARD** 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 a waiver is expressly denied.

11.2 Child Support. A child support obligor who is more than thirty (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 twenty-five percent (25%) 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.”

11.3 Debts or Delinquencies. Pursuant to Section 2252.903, *Texas Government Code*, **BLANCHARD** agrees that any payments owing to **BLANCHARD** under this Lease may be applied directly toward certain debts or delinquencies that **BLANCHARD** 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.

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

## **ARTICLE 12** **MISCELLANEOUS PROVISIONS**

12.1 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 Becker  
125 Keller Road  
Smithville, Texas 78957

with copy to: Harrison-Pearson Associates, Inc.  
Attn: Sam Pritchard  
4014 Medical Parkway, #100  
Austin, Texas 78756  
Phone: 512-332-1864  
Email: pritchard@hpaoffice.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 Business Affairs  
Attn: System Real Estate Office  
301 Tarrow Street, 5<sup>th</sup> Floor  
College Station, Texas 77840-7896  
Phone: 979-458-6530  
Email: sreos@tamus.edu

with copy to:

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

12.2 Property Removal. Upon termination of this Lease for any reason, **A&M SYSTEM** will have the right to remove its equipment and personal property from the Leased Premises and must leave the Leased Premises clean and in a condition equal to the condition which existed at the Commencement Date, normal wear and tear excepted, and except for any damage caused by **BLANCHARD**, its employees, agents and contractors. **A&M SYSTEM** may remove any fixtures or improvements which it constructed on the Leased Premises so long as such removal does not materially damage the Leased 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 Leased Premises.

12.3 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, must be governed and determined by the Constitution and the laws of the State of Texas.

12.4 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.

12.5 Entire Agreement. This Lease and any document incorporated herein by reference constitutes the complete agreement of **BLANCHARD** and **A&M SYSTEM** and supersedes any prior understanding, 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.

12.6 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.

12.7 Alterations. **A&M SYSTEM** will not materially alter the Leased Premises without the prior approval of **BLANCHARD**.

12.8 Waiver. The failure of **BLANCHARD** 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.

12.9 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 **BLANCHARD**, and the successors and assigns of **A&M SYSTEM**.

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

12.11 Consent and Approval. **BLANCHARD** agrees that any consent or approval of **BLANCHARD** required under this Lease will not be unreasonably withheld or delayed.

12.12 Force Majeure. Neither party is required to perform any non-monetary term, condition, or covenant of this Lease, if performance is prevented or delayed by a natural occurrence, fire, flood, pandemic, epidemic, quarantine, national or regional emergency, governmental order or action, civil commotion, riot, war (declared and undeclared), revolution, act of foreign or domestic terrorism, embargo, act of God, 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.

12.13 Privileges and Immunities. **BLANCHARD** expressly understands and acknowledges that **A&M SYSTEM** is an agency of the State of Texas and nothing in this Lease will be construed as a waiver or relinquishment by **A&M SYSTEM** of its right to claim such exemptions, privileges, and immunities as may be provided by law.

12.14 Debarment. **BLANCHARD** represents and warrants, to the best of its knowledge and belief, that neither **BLANCHARD** 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. **BLANCHARD** must provide

immediate written notice to **A&M SYSTEM** if, at any time **BLANCHARD** 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 **BLANCHARD** knowingly made a false representation, in addition to other remedies available to **A&M SYSTEM**, **A&M SYSTEM** may terminate this Lease.

12.15 Right to Audit. **BLANCHARD** must, at all times during the Term of this Lease, at **BLANCHARD**'s sole cost, retain accurate and complete financial records, supporting documents, and any other records or books relating to this Lease. **BLANCHARD** must retain these records for a period of seven (7) years after the expiration of this Lease, or until **A&M SYSTEM** or the Texas State Auditor's Office or any successor agency (collectively, "Auditor"), is satisfied that all audit, claim, and litigation matters are resolved, whichever period is longer. **BLANCHARD** must grant access to all books, records, and documents pertinent to this Lease for purposes of inspecting, monitoring auditing, or evaluating by **A&M SYSTEM** and the Auditor. Furthermore, **BLANCHARD** must ensure that this section's provisions concerning the authority to audit funds received either directly or indirectly by subcontractors through **BLANCHARD** and the requirement to cooperate is included in any subcontract(s) that **BLANCHARD** enters with any subcontractor(s) related to this Lease.

### **ARTICLE 13** **SPECIAL PROVISIONS**

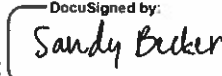
Notwithstanding any other term or condition of this Lease or any document incorporated in this Lease by reference, the parties agree to the following special provisions:

None.

**[SIGNATURE PAGES TO FOLLOW]**

**EXECUTED** on the \_\_\_\_\_ day of 2/22/2024, 2024 by **BLANCHARD**.

**BLANCHARD BECKER GENERAL STORE,  
LLC**, a Texas limited liability company

By:  DocuSigned by:  
\_\_\_\_\_  
F2AAC378P3PA400  
**WARREN S. BECKER**  
Owner

**[SIGNATURES CONTINUE ON NEXT PAGE]**

EXECUTED on the 16<sup>th</sup> day of February, 2024 by A&M SYSTEM,  
or by its authorized agent.

**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:   
**AL DAVIS**  
Director  
Texas A&M Forest Service

**APPROVED AS TO FORM:**


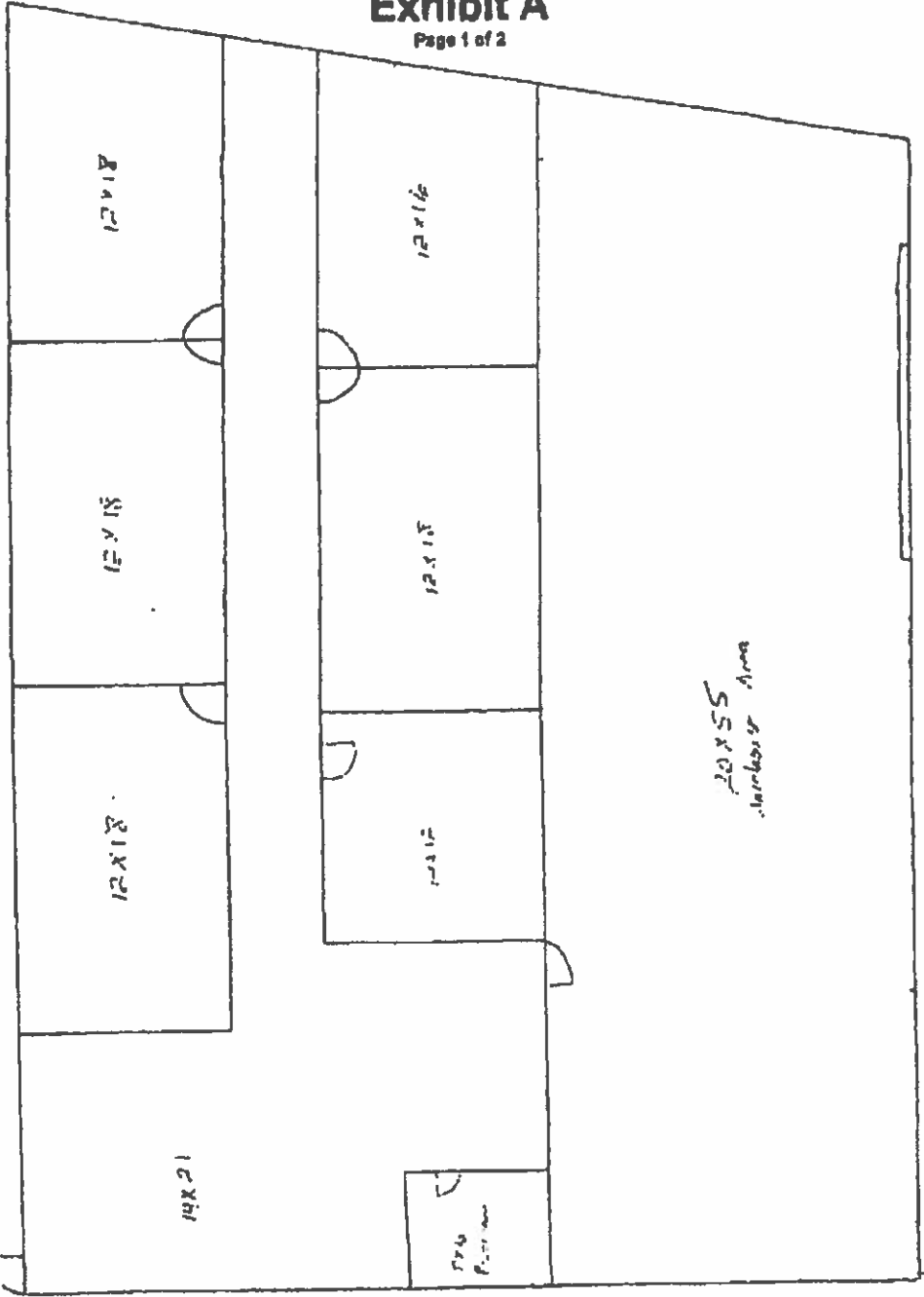
  
**ASHLEA HEWLETT**  
Assistant General Counsel, Property & Construction  
Office of General Counsel  
The Texas A&M University System

Exhibit A  
Page 1 of 2



## Exhibit A

Page 2 of 2

