

PURCHASE ORDER
TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

VENDOR

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

Order Date
08/28/2025

Page 01

| | |
|--------------------|--|
| Purchase Order No. | (Include this number on all correspondence and packages) |
| P600100 | |

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

INVOICE TO:

TEXAS A&M FOREST SERVICE
 FRP--ASSOCIATE DIRECTOR
 200 TECHNOLOGY WAY, SUITE 1162
 COLLEGE STATION TX 77845-3424

| |
|---|
| VENDOR |
| 19949446870 FREEMAN HOLDINGS OF WEST TEXAS LLC FREEMAN JET CENTER -ABI 2850 AIRPORT BLVD ABILENE, TX 79602-2104 |

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

SHIP TO:

TEXAS A&M FOREST SERVICE
 FRP--ASSOCIATE DIRECTOR
 200 TECHNOLOGY WAY, SUITE 1162
 COLLEGE STATION TX 77845-3424

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-BJT | | | | |
| 1 | Hanger and office space rental Abilene Tanker Base. 9/1/25-8/31/26 | 12 | MO | 1,250.000 | 15,000.00 |
| | | | | TOTAL | 15,000.00 |
| | ***** 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. | | | | |
| | EXEMPT PURCHASE - TEXAS A&M FOREST SERVICE PURCHASING PROCEDURES, SECTION 6 (EXEMPT PURCHASES). | | | | |
| | EXEMPT PO AS LEASE OF HANGAR AND OFFICE SPACE PER TERMS OF LEASE# 2023-0067035 AKA TAMUS 20242024110003, ATTACHED. | | | | |
| | PREVIOUS PO P500079 | | | | |
| | VENDOR QUOTE: LEASE VENDOR REF: FREEMAN HOLDINGS OF WEST TEXAS LL | | | | |
| BGS | | | | | |

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

[Signature]

ABILENE AERO



Date: February 7, 2025

From: Lynn Beard, General Manager, Abilene Aero

To: Terry Smith, Purchasing Department Head, Texas A&M Forest Service

RE: Sale of Abilene Aero

Good Afternoon,

This letter serves as notification that Abilene Aero has been purchased by the Freeman Holdings Group. We are excited for the transition and all Abilene Aero personnel will be retained. The sale is set to close at 11:59 pm on February 18, 2025.

Abilene Aero will officially become Freeman Holdings of West Texas LLC, DBA Freeman Jet Center-Abilene at 12:00 am on February 19, 2025.

All current contracts and pricing will continue.

Please reach out to me if you have any further questions.

Respectfully,

Lynn Beard

Lynn Beard

General Manager

Abilene Aero

325-671-8004

lbeard@abileneaero.com



Date: February 7, 2025

From: Lynn Beard, General Manager, Freeman Jet Center-Abilene

To: Terry Smith, Purchasing Department Head, Texas A&M Forest Service

RE: Sale of Abilene Aero

Good Afternoon,

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Please reach out to me if you have any further questions.

Respectfully,

Lynn Beard

Lynn Beard

General Manager

Freeman Jet Center-Abilene

325-671-8004

lbeard@freemanjetcenter.com

FIRST AMENDMENT TO AGREEMENT FOR LEASE OF SPACE

THIS FIRST AMENDMENT TO AGREEMENT FOR LEASE OF SPACE ("First Amendment") is entered into effective the 1st day of November, 2024 (the "Effective Date") by and between **ABILENE AERO, INC.**, a Texas corporation ("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 Texas A&M Forest Service, for the purpose of amending the Agreement for Lease of Space dated on or about January 3, 2024 related to Hangar P and Hangar E-2 located at Abilene Regional Airport, Taylor County, Texas (the "Lease").

RECITALS

WHEREAS, A&M SYSTEM desires to add an additional 229 square feet of office space to the Premises; and

WHEREAS, the Term of the Lease expires on December 31, 2024, and **A&M SYSTEM** and **LANDLORD** desire to extend the Term of the Lease.

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. **Premises**. The description of Hangar P as defined in Section 1.01 of the Lease will be amended to read as follows:

"Hangar P: Those certain four offices and conference room containing approximately 1063 square feet as depicted on Exhibit "A" attached hereto and incorporated herein for all purposes, together with any other rights, licenses and privileges relating to the Premises; provided, however, access to the hangar floor of Hangar P is prohibited."

2. **Term**. The Term of the Lease will expire on December 31, 2025, unless sooner terminated in accordance with the terms of the Lease.

3. **Renewal**. After the Term expires, **A&M SYSTEM** has the option to renew the Term of the Lease for three (3) additional periods of twelve (12) months each by giving written notice to **LANDLORD** at least thirty (30) days prior to the expiration of the current term.

4. **Rent**. Section 3.01 of the Lease is hereby amended and restated in its entirety as follows:

"During the Term of the Lease, **A&M SYSTEM** agrees to pay to **LANDLORD**, no later than the fifth (5th) day of each month, rent in the amount of ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (1,250) ("Rent") per month, beginning November 1, 2024 and continuing monthly thereafter. Rent is payable in advance and Rent for any partial month will be prorated. Rent will be adjusted annually on each anniversary of the Commencement Date at the same rate as the Consumer Price Index

(CPI) for the geographic area in which the Premises are located; provided, however, the Rent will never increase more than five percent (5%) per year. **LANDLORD** and **A&M SYSTEM** agree to execute annual rental statements evidencing the Rent recalculation based on the then current CPI. **A&M SYSTEM** will remit payment to **LANDLORD** at the address set forth in Article 13.01 of the Lease.”

5. Binding Effect. This First 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, as amended, 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 First 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. To facilitate execution of this First Amendment, the parties hereto may execute and exchange, by electronic mail PDF, counterparts of the signature pages. Signature pages may be detached from the counterparts and attached to a single copy of this First Amendment to physically form one document. The parties hereto consent and agree that this First Amendment may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record will be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (a) to the extent a party signs this First Amendment using electronic signature technology, by clicking “SIGN”, such party is signing this First Amendment electronically, and (b) the electronic signatures appearing on this First Amendment will be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

[SIGNATURES WILL FOLLOW ON NEXT PAGE]

EXECUTED this 5 day of November, 2024 by **LANDLORD**.

ABILENE AERO, INC., a Texas corporation

By: 

LYNN BEARD
General Manager

EXECUTED this 5th day of November, 2024 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 Forest Service

By: 

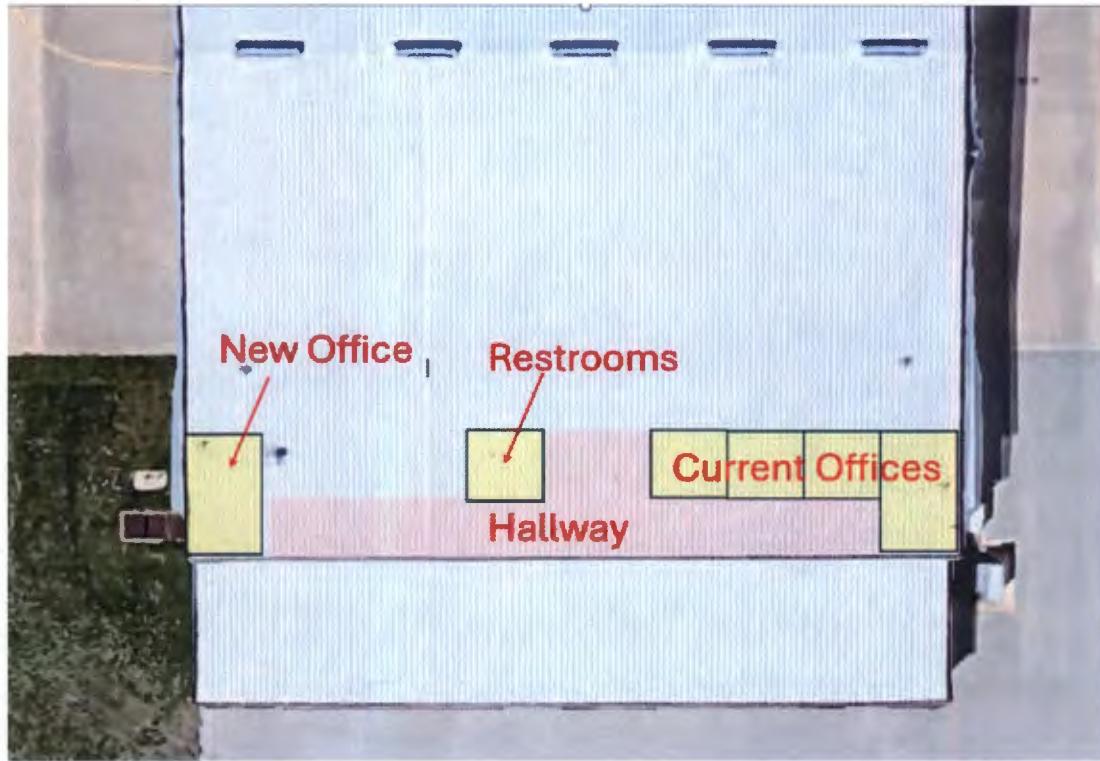
ALPHONSE DAVIS
Director
Texas A&M Forest Service

APPROVED AS TO FORM:



GERRY M. BROWN
Assistant General Counsel, Property & Construction
Office of General Counsel
The Texas A&M University System

EXHIBIT "A"



From: [Lynn Beard](#)
To: [Smith, Terry](#); [Robinson, Randolph](#); [Karns, Jared](#)
Subject: RE: [External] Sale of Abilene Aero
Date: Friday, February 7, 2025 2:02:16 PM
Attachments: [image003.png](#)
[image005.png](#)
[Jan 31 Invoice.pdf](#)

Sorry, I meant to address that.

The attached invoice is the only one outstanding. It is dated 1/31/25 and covers rent for February. This invoice should be paid to Abilene Aero.

The invoice that will be generated at the end of February will be payable to Freeman Jet Center-ABI.

Thank You,

Lynn Beard
General Manager



Providing Excellence in Aviation Since 1968



From: Smith, Terry <tsmith@tfs.tamu.edu>
Sent: Friday, February 7, 2025 1:53 PM
To: Lynn Beard <lbeard@abileneaero.com>; Robinson, Randolph <rrobinson@tfs.tamu.edu>; Karns, Jared <jkarns@tfs.tamu.edu>
Subject: RE: [External] Sale of Abilene Aero

Security note: This is an EXTERNAL email. Please exercise caution and DO NOT open attachments or click links from unknown senders or unexpected email.

Should the payments described in my last email go to Freeman Holdings?

From: Lynn Beard <lbeard@abileneaero.com>
Sent: Friday, February 7, 2025 1:48 PM
To: Smith, Terry <tsmith@tfs.tamu.edu>; Robinson, Randolph <rrobinson@tfs.tamu.edu>; Karns,

Jared <jkarns@tfs.tamu.edu>

Subject: RE: [External] Sale of Abilene Aero

Good Afternoon Everyone,

Please let me know if these attachments will suffice.

Thank You,

Lynn Beard
General Manager



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From: Smith, Terry <tsmith@tfs.tamu.edu>

Sent: Friday, February 7, 2025 10:13 AM

To: Lynn Beard <lbeard@abileneaero.com>; Robinson, Randolph <rrobinson@tfs.tamu.edu>; Karns, Jared <jkarns@tfs.tamu.edu>

Subject: RE: [External] Sale of Abilene Aero

Security note: This is an EXTERNAL email. Please exercise caution and DO NOT open attachments or click links from unknown senders or unexpected email.

We don't need to amend the lease. There is language that states the terms and conditions apply to any successor of Abilene Aero. We will put the new vendor on future leases. I just checked and we haven't made payment for Jan or Feb, so we need instructions on which company should get the payment for those months. We will also need the following:

- A letter from Abilene Aero (preferably on letter head) stating who they are selling to.
- A different letter from the buyer (preferably on letter head) stating they are buying the property with the effective date.
- A W9 from the buyer so we can set them up as a vendor.



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

From: Lynn Beard <lbeard@abileneaero.com>
Sent: Monday, January 20, 2025 3:07 PM
To: Robinson, Randolph <rrobinson@tfs.tamu.edu>; Karns, Jared <jkarns@tfs.tamu.edu>; Smith, Terry <tsmith@tfs.tamu.edu>
Subject: Re: [External] Sale of Abilene Aero

Correction:

Our legal name will be Freeman Jet Center-ABI.

Thank You,

Lynn Beard

General Manager



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From: Robinson, Randolph <rrobinson@tfs.tamu.edu>

Sent: Monday, January 20, 2025 2:45 PM
To: Lynn Beard <lbeard@abileneaero.com>
Subject: RE: [External] Sale of Abilene Aero

Security note: This is an EXTERNAL email. Please exercise caution and DO NOT open attachments or click links from unknown senders or unexpected email.



Robinson, Randolph reacted to your message:

From: Lynn Beard <lbeard@abileneaero.com>
Sent: Monday, January 20, 2025 8:43:49 PM
To: Smith, Terry <tsmith@tfs.tamu.edu>; Robinson, Randolph <rrobinson@tfs.tamu.edu>; Karns, Jared <jkarns@tfs.tamu.edu>
Subject: [External] Sale of Abilene Aero

Good Afternoon,

I am excited to announce that Abilene Aero is under a tentative purchase agreement with the Freeman Holdings Group.

They are in the FBO business and several of their locations host tanker bases.

We are excited for the transition and all Abilene Aero personnel will be retained.

The sale is set to close on or about February 18, 2025.

Abilene Aero will become Freeman Jet Center-Abilene on that date.

We do not foresee any pricing changes or contract term change. I am assuming TFS will want a new lease under our new name, or at least an amendment to the contract?

Please let me know how you would like to proceed.

We are excited about this new chapter and look forward to our continued relationship as Freeman Jet Center-Abilene.

Thank You,

Lynn Beard

General Manager



Providing Excellence in Aviation Since 1968



From: [Smith, Terry](#)
To: [Hollar, Julie](#)
Cc: [Lull, Travis](#)
Subject: RE: Abilene Aero
Date: Friday, February 7, 2025 2:16:35 PM
Attachments: [RE External Sale of Abilene Aero.msg](#)
[image001.png](#)
[Abilene Aero Notification to TAMFS.pdf](#)
[FJC ABI Notification to TAMFS.pdf](#)
[FJC ABI W9 signed.pdf](#)

Please see attached. We will work on the PO change once you get the vendor set up.

From: Hollar, Julie <jhollar@tfs.tamu.edu>
Sent: Friday, February 7, 2025 11:43 AM
To: Smith, Terry <tsmith@tfs.tamu.edu>
Subject: RE: Abilene Aero

Thank you!

Thank you,
Julie Hollar
Financial Management Supervisor I/Accounts Payable
200 Technology Way Ste. 1120 | College Station, TX 77845-3424
Tel: 979-458-6680 | Email: jhollar@tfs.tamu.edu



From: Smith, Terry <tsmith@tfs.tamu.edu>
Sent: Friday, February 7, 2025 10:14 AM
To: Hollar, Julie <jhollar@tfs.tamu.edu>
Subject: RE: Abilene Aero

I sent an email asking who to pay. I'll forward you their answer.

From: Hollar, Julie <jhollar@tfs.tamu.edu>
Sent: Thursday, February 6, 2025 4:51 PM
To: Smith, Terry <tsmith@tfs.tamu.edu>
Subject: Abilene Aero

Hi Terry,

I pulled our fiscal copy of the PO for Abilene Aero and they have not

been paid for January or February. I assume when A/P gets a voucher those 2 months should be paid, correct?

Thank you,
Julie Hollar

Financial Management Supervisor I/Accounts Payable
200 Technology Way Ste. 1120| College Station, TX 77845-3424
Tel: 979-458-6680 | Email: jhollar@tfs.tamu.edu

