



Texas Department of Public Safety Purchase Order

Blanket Order Number

405-16-P005330

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING DOCUMENTS.

V E N D O R	Vendor Number: 00026439 Harrier Partners LP 25 Highland Park Vlg Ste 100 Dallas, TX 75205-2726
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S H I P T O	
B I L L T O	

State Sales Tax Exemption Certificate: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, 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.

Solicitation (Bid) No.:	Payment Terms: Shipping Terms: Delivery Calendar Day(s) A.R.O.: 0
Item # 2 Original lease term is from September 1, 2012 through August 31, 2022 Five (5) Optional Renewals Available. Each renewal term is for 60 months each. Change of Lessor effective 9/1/2015 CPI Adjustment effective 9/27/2013 Previous POs: 405-15-P000739 and 405-16-P004870	

Item # 1
 Class-Item 971-45

Building Lease - Garland 20291 FY16 Funding - Term: September 1, 2015 through August 31, 2016.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
12.00	\$ 24,905.17	MO	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 298,862.04

TAX: \$ 0.00
 FREIGHT: \$ 0.00
 TOTAL: \$ 298,862.04

APPROVED

By: Deborah Goree, CTPM, PMP

Phone#: (512) 462-6136

BUYER



12-25808

STATE LEASE
303-2-20291 Garland

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

1. PARTIES

This Agreement is made and entered into on this 29th day of OCTOBER, 2011, by and between LESSOR, EAST PARTNERS, LTD., HILLCREST PARTNERS CORP., GENERAL PARTNER, and LESSEE, STATE OF TEXAS, acting by and through the Texas Facilities Commission (TFC).

2. PROPERTY LEASED

23,840 Total Square Feet, occupied by the
Department of Public Safety (DPS), located in the
Eastgate Marketplace SC at
4445 Saturn Road in
Garland, 75041 in
Dallas County, Texas

Lessor promises, in return for the consideration described herein to be paid by the Lessee and the covenants set out herein to be kept by Lessee, to hereby lease, unto the Lessee, the Property and Premises described herein.

Lessor also promises to furnish any and all requirements related to such Property and Premises as set out in this lease, and the Request for Proposal (RFP), all of which are incorporated herein by reference and made a part hereof for all purposes.

3. TERMS OF LEASE

This lease shall be for a period of 120 months commencing on the 1st day of **September, 2012**, and ending on the 31st day of **August, 2022**, unless sooner terminated as hereinafter provided. **This lease is contingent upon the majority approval by a quorum of the Commission members of the Texas Facilities Commission. If the Commission does not approve the Lease, it may be terminated by the State of Texas without liability upon 30 days notice to the Lessor.**

RECEIVED

OCT 18 2011

FACILITIES LEASING

175 271875 73.000

4. MONTHLY RENTAL

The Lessee agrees to pay Lessor a base Monthly Rent during the term of this lease in accordance with the Rent Schedule as detailed in Exhibit A. The rental payments provided for herein shall be due and payable by Lessee in advance on the first day of the month for which said rentals are due.

This lease contract is made and entered into in accordance with and subject to the provisions of the Texas Constitution and the Texas Government Code, Title 10, Subtitle D, and is made contingent upon the continuation of the availability of money appropriated by the legislature to pay for the lease. In the event the Legislature or the Executive Branch of the State of Texas cease to fund the lease, or the agency ceases to exist as a result of the Legislative sunset review process, then the Texas Facilities Commission, hereinafter referred to as Commission, may assign another state agency to the space, or a part thereof, covered by this lease. Should the Commission be unable to find another State agency or agencies to fill, or partially fill the space, the Commission, upon written notice to the Lessor, either may terminate this lease, or sublet in whole or in part to a private third party.

5. RENEWAL OPTION

By mutual agreement between Lessee and Lessor, this lease may be renewed up to 5 times for a period up to 60 months each, under the same terms and conditions. Lessee shall give Lessor written notice of intention to exercise this option at least 180 days prior to expiration of this lease.

6. CPI ESCALATION CLAUSE

- (a) On each anniversary date of the lease commencement, the total monthly rent of the lease may be adjusted by changes in the Consumer Price Index (CPI) reflecting percentage increases.
- (b) To receive the CPI adjustment, the Lessor must submit a request in writing **by certified mail, return receipt requested**, and received by the Texas Facilities Commission (TFC) no later than thirty (30) days after the anniversary date for that year. In determining whether to grant Lessor's request for a CPI increase, in whole or in part, TFC may review and consider Lessor's performance under this lease and whether any issues with the leased premises remain unresolved, as provided in Section 7(k) below.
- (c) The percent escalation allowable will be based on the percent change in the CPI for Urban Wage Earners and Clerical Workers, Current Series (CPI-W, U.S. City Average, All Items) published by the United States Department of Labor, Bureau of Labor Statistics. The index may be obtained from the U.S. Bureau of Labor Statistics web site at www.bls.gov.

The index month three (3) months prior the anniversary month for the current year and the previous year shall be used to determine the percent increase.

- (d) A Base Factor of 50%, 40%, 35% or 25% of the monthly rent will be used in the calculation for the escalation, depending on the apportionment of the Lessor's and Tenant's obligation for payment of utilities and janitorial service, in accordance with the following schedule:

Base Factor Percent	Paying Utilities	Paying Janitorial
50%	Lessor	Lessor
40%	Lessor	Tenant
35%	Tenant	Lessor
25%	Tenant	Tenant

(e) **EXAMPLE (Calculation formula with a 50% Base Factor):**

$$\text{Part 1. } \frac{\text{CPI Current Year}}{\text{(Mar 04) 182.9}} - \frac{\text{CPI Previous Year}}{\text{(Mar 03) 180.3}} = \frac{\text{Difference}}{2.6} \text{ / } \frac{\text{Divided by Previous Year}}{180.3} = \frac{\% \text{ Change}}{1.4}$$

$$\text{Part 2. } \frac{\text{Current Monthly Rent}}{\$2,500.00} \times \frac{\% \text{ Base Factor}}{50\%} = \$1,250.00 \times \frac{\% \text{ Change}}{1.4} = \frac{\text{Rent Increase}}{\$17.50}$$

$$\text{Part 3. } \frac{\text{Current Monthly Rent}}{\$2,500.00} + \frac{\text{CPI Increase}}{\$17.50} = \frac{\text{New Monthly Rent}}{\$2,517.50}$$

- (f) The first eligible CPI rent adjustment for this lease will be **September 1, 2013**, based upon the percent change in the CPI from **June 2012** and **June 2013** using a Base Factor of **25%**. Each succeeding year, the same procedure as outlined above will be used.

7. GENERAL TERMS AND CONDITIONS

- (a) Lessor covenants and agrees to pay all taxes of whatever nature, levied and assessed and to be levied or assessed, on or against the leased Property and improvements during the term of the lease; and to keep the leased Premises, Property and buildings in good repair and condition during the continuance of the term of this lease, said maintenance is to include, but is not limited to, the following services: repair and patch wall, ceiling and floor surfaces; painting as needed; replacement of broken window glass; repair of window shades, blinds and/or drapes, fasteners and sash cord or chains; roof and ceiling leaks; building exterior, interior; plumbing, heating, air conditioning and ventilating equipment and filters; fire protection equipment; miscellaneous valves; woodwork, locks, floor surfaces and coverings; lighting fixtures, and the replacement of all defective or burned-out light bulbs, fluorescent tubes, ballasts and starters. If the occupying agency, or its agents, cause damage to said Property that goes beyond "normal wear and tear", the occupying agency is responsible to pay for those repairs.
- (b) Lessor hereby covenants and agrees that hereafter and during the term of this lease, it will not rent, lease or otherwise furnish space in this or any adjacent buildings under its control to any enterprise which, in the usual exercise of its business, could be expected to create noise or odors injurious or disruptive to the occupying agency's normal governmental activity. Lessor covenants and agrees it will not lease space that would locate or collocate any regulated parties which have an interest in the occupying agency/ies or whose occupation of these Premises would cause the occupying agency to be in violation of State statute.
- (c) Lessor warrants that the demised Premises is not in violation of any city, state or local ordinance or statute or any restriction imposed against the demised Premises and that said Lessor will indemnify said Lessee for any direct or indirect loss sustained by Lessee as a result of the existence of such restriction, ordinance or statute.
- (d) Lessor hereby covenants and agrees that the Lessee may bring on the leased Premises any and all furniture, fixtures and equipment reasonably necessary for the efficient exercise of Lessee's governmental responsibilities and the parties agree that all such Property shall remain the Property of the Lessee.
- (e) Any signs necessary to indicate Lessee's name, location and governmental purpose shall be prepared and installed consistent with signage for other lessees in the Property and in keeping with building decor. Any special requirements of Lessee contrary to the above must be stated in writing and made a part of this lease. Any cost of compliance with this paragraph in excess of the amount that would be required for Lessor's standard signage shall be borne by Lessee.

- (f) On termination of this lease, by lapse of time or otherwise, Lessee may, within a reasonable time thereafter, at its option and expense, remove from said Premises any and all improvements, equipment, appliances or other Property placed or owned by it thereon. Lessee shall deliver the Premises and Property to Lessor in good order and condition, provided however, the reasonable use and ordinary wear and tear are expected.
- (g) If during the term of this lease, said Premises, or any portion thereof, shall be condemned for any public purpose, Lessee hereto shall have the option of terminating and canceling this lease upon thirty (30) days notice to the Lessor of its election to do so.
- (h) It is mutually agreed between the Lessor and the Lessee that if said building and Premises shall, during the term of this lease, be damaged by flood, fire or any other cause or causes, the same shall be promptly repaired by the Lessor. During the time of such repair, if the space cannot be fully utilized by Lessee, lease payments due hereunder shall be either reduced or withheld in accord with the degree of non-use. But, if said building and Premises be so damaged as to render said Premises unfit for occupancy, then, and from the date of such damage, this lease shall cease and be void; and rent and other obligations hereunder shall be due and payable only to the date of such damage. The determination as to whether the building and Premises are damaged so as to render them unfit for occupancy shall be made by Lessee. If the Lessor has available under his control space which will meet Lessee's needs and offers same to Lessee, the Lessee may at its option, occupy that space under the same terms and conditions as this lease. Lessor will be responsible for any relocation costs that may be incurred, included but not limited to, cost of the space, moving, communications equipment and computer expenses.
- (i) Lessee is not obligated to pay rent and other sums under this lease until the premises are available to Lessee for full occupancy and are suitable for use as office space for a state agency. If Lessor is unable to give Lessee full possession of the premises on Commencement Date for any reason, Lessor shall give Lessee immediate written notice of the cause for the delay and the date the premises will be ready for occupancy, Lessee may terminate this lease without liability to the State of Texas and seek other leased space.

Except as provided in Paragraphs 3 and 4, Lessee may not terminate the lease if the delay of occupancy is caused by Lessee, or by conditions beyond Lessor's control, such as strikes, fire, unavoidable casualties or other unusual circumstances that constitutes a justifiable delay.

If the Lessee so elects, the Lessee may continue to treat this lease as if in full force and effect for a period of no more than 120 days after the lease commencement date. During this time, or for as long as possession does not commence, the rent shall not be paid. In the event Lessee either terminates the lease under this paragraph or is unable to occupy the premises on Commencement Date due to reasons other than a justifiable delay as determined by Lessee using reasonable discretion, Lessor will be liable in damages for any rents Lessee pays for other leased space substantially equal to the premises or for any holdover charges associated with a delay in occupying the premises and for any other related losses sustained by Lessee. Payment hereunder shall not begin until possession of the premises is given or the premises are available for full occupancy by the Lessee. Based upon the possession date of the premises, the lease shall be amended to reflect the new lease term.

- (j) Lessee reserves the right to assign any agency of State government to occupy all or any part of the space described herein or to assign or sublet all or any part of the leased Premises to any private entities (persons or corporations).

- (k) In the event Lessor shall breach or be in default in the strict performance of any of the covenants or obligations imposed upon Lessor by this lease, and shall remain in default for a period of thirty (30) days after written notice of such default, Lessee shall have the right and privilege of terminating this lease and declaring the same at an end, and shall have the remedies now or hereafter provided by law for recovery of damages occasioned by such default. In lieu of a formal declaration of default and resulting termination as provided above, Lessee may withhold payment of rent from Lessor, until such time as the violations have been corrected or the Lessee may correct all or any part of the violations and deduct the cost from rentals due the Lessor.
- (l) If Lessee fails to pay rentals or other charges hereunder or otherwise fails to perform its obligations hereunder and this failure is not cured within 30 days after written notice from Lessor to Lessee of such failure, then Lessee is in default, and Lessor may terminate this Lease and may enter and take possession of premises, and will have the remedies now or hereafter provided by law for recovery of rent, repossession of premises and damages occasioned by Lessee's default. No provision, covenant or agreement contained in this Lease shall be deemed a waiver of sovereign immunity of the State of Texas from tort or other liability.
- (m) The failure of the Lessee or Lessor to insist in any one or more instances on a strict performance of any of the covenants of this lease shall not be construed as a waiver or relinquishment of such covenants in future instances, but the same shall continue and remain in full force and effect.
- (n) This agreement and each and all of its covenants, obligations and conditions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lessor, and the successor in office of Lessee.
- (o) This agreement shall be governed by Texas law.
- (p) Lessor understands that acceptance of funds under this contract 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. Lessor 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. Lessor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Lessor and the requirement to cooperate is included in any subcontract it awards.
- (q) Lessor warrants and represents that any use, storage, treatment, or transportation of Hazardous Substances that has occurred in or on the Premises prior to Commencement Date of this Lease has been in compliance with all applicable federal, state, and local laws, regulations, and ordinances. Lessor additionally warrants and represents that no release, leak, discharge, spill, disposal, or emission of Hazardous Substances has occurred in, on, or under the Premises, and that the Premises are free of Hazardous Substances as of Commencement Date.

Lessor shall indemnify Lessee 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 Lessee or Lessee's agents, employees, contractors, or invitees. Without limitation of the foregoing, this indemnification of the site or 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 Lessee, Lessee's agents, employees, contractors, or invitees. This

indemnification shall 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.

- (r) At all times during the lease term, Lessor must maintain a policy of all-risk property insurance, issued by and bonded upon an insurance company licensed in the State of Texas, covering the Leased Premises and leasehold improvements (exclusive of contents), in an amount equal to not less than 80% percent of the replacement cost thereof. Lessee shall have no interest in the policy or policy proceeds and Lessor shall not be obligated to insure any furnishings, equipment, trade fixtures, or other personal property that Lessee may place or cause to be placed upon the Leased Premises. Lessor must also maintain a policy or policies of comprehensive general liability insurance insuring Lessor against loss of life, bodily injury and/or property damage with respect to Common Areas, operation of the Building, parking lots and other improvements associated with the land upon which the Leased Premises are located, and any other losses caused by or related to the duties and obligations of Lessor under this Lease.

Lessor acknowledges that, because Lessee is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of Lessee (other than medical liability of medical staff physicians) 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 1010 and 104), and that Workers' Compensation Insurance coverage for employees of Lessee is provided by Lessee as mandated by the provisions of *Texas Labor code*, Chapter 503. Lessor further acknowledges that, as an agency of the State of Texas, Lessee has only such authority as is granted to Lessee by state law or as may be reasonably implied from such law, and that Lessee shall have the right, at its option, to (a) obtain liability insurance protecting Lessee and its employees and property insurance protecting Lessee'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 Lessee as a result of its operations under this lease. Any obligation by Lessee under this Lease to obtain insurance is expressly made subject to the Lessee's authority under state law to obtain such insurance. No insurance carrier of either party shall have a right of subrogation against the other party to this lease.

8. LEASE REQUIREMENTS

Lessor and Lessee shall comply with all provisions of Exhibit B entitled Lease Requirements which is incorporated herein for all purposes.

9. OTHER TERMS AND CONDITIONS

- (a) This lease shall be effective as of the date that all parties execute this lease contract. All proposals, negotiations, notices, and representations with reference to matters covered by this lease are merged in this instrument and no amendment or modification thereof shall be valid unless evidenced in writing and signed by all parties as identified below.
- (b) Any statement or representation of Lessee in any Estoppel Certificate delivered pursuant to this lease which would modify the rights, privileges or duties of Lessor or Lessee hereunder shall be of no force and effect and may not be relied on by any person.

(c) Should Lessor require Lessee to provide an Estoppel Certificate at any time during the term of this lease, Lessor will give Lessee thirty (30) days prior written notice whereupon TFC will deliver to Lessor a completed signed original of same utilizing its standard Estoppel Certificate form.

10. SPECIAL PROVISIONS: NA

LESSOR:

East Partners, Ltd., Hillcrest Partners Corp., General Partner
Attn: Robert Colley
7557 Rambler Road, Suite 965
Dallas, Texas 75231
Tel : (214) 599-0655
Fax: (214) 521-8631
E-mail: bob@hillcrestpartners.com

By: 
Signature
Robert Colley
Printed Name

LESSEE:

STATE OF TEXAS,
Acting by and through the
TEXAS FACILITIES COMMISSION
P. O. Box 13047
Austin, TX 78711
Tel: (512) 463-3328
Fax: (512) 236-6187
Email: Armanda.Diebel@tfc.state.tx.us

By: 
Michael J. Lacy
Deputy Executive Director of
Planning and Asset Management

cc: Paul Medrano, Department of Public Safety
Ginna Harris, Texas Department of Licensing and Regulation

- EXHIBIT A RENT SCHEDULE
- EXHIBIT B LEASE REQUIREMENTS
- EXHIBIT B1 AGENCY SPECIFIC REQUIREMENTS / ROOM SCHEDULE
- EXHIBIT C GENERAL CONSTRUCTION NOTES
- EXHIBIT C1 NEW CONSTRUCTION NOTES

EXHIBIT A

RENT SCHEDULE

<u>OCCUPYING AGENCY</u>	<u>SQ. FT. OCCUPIED</u>	<u>ANNUAL BASE RATE / SF</u>	<u>ANNUAL BASE RENT</u>	<u>MONTHLY BASE RENT</u>
DPS	23,840	\$12.48	\$297,523.20	\$24,793.60

EXHIBIT B

LEASE REQUIREMENTS

- (a) In signing this lease contract, the Lessor certifies that the leased Premises to be occupied shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations, which include compliance with all applicable handicapped accessibility requirements. Acceptance of the space does not exonerate the Lessor from meeting all the requirements. No requirement may be waived by the Lessee or the occupying agency.
- (b) Lessor specifically covenants and warrants that the space will at all times comply with the Texas Accessibility Standards (TAS) requirements for persons with disabilities administered by the Texas Department of Licensing and Regulations.
- (c) Lessor attests that it has sufficient and appropriate title to said Premises and attests that it has the financial capability to fully execute obligations in this lease contract. Lessor further covenants that it has the power and authority to execute this lease and to place Lessee in possession of the Premises in full satisfaction of and compliance with the terms and conditions herein.
- (d) Lessor also agrees that it will not attempt to impose upon Lessee any requirements of other legal instruments related to these Premises not referred to herein or made a part hereof. Lessor warrants to Lessee the leasehold interest created hereunder and agrees to defend Lessee against the claims of all persons to the leasehold interests of the Lessee. Any person or entity executing this lease as agent for the Lessor shall attach to this lease sufficient evidence of authority to act in the capacity shown.
- (e) **SITE PLAN & CONCEPT FLOOR PLAN DRAWINGS shall be provided by Lessor to Lessee 30 days from execution of the lease;** Lessor shall provide lessee dimensioned Auto Cad drawing files of the floor plans of the leased premises. Site plan shall show the building footprint and parking lot(s).
- (f) **COMPLETED CONSTRUCTION PLANS shall be provided by Lessor to Lessee 30 days from execution of the lease or earlier,** for Lessee approval prior to commencement of construction. Lessor shall also provide Lessee a construction schedule showing all critical dates of construction or substantial renovation 30 days from execution of the lease and prior to the commencement of construction of the Premises covered by this lease.
- (g) **ALL CONSTRUCTION, REPAIRS AND ALTERATIONS shall be completed by Lessor 30 days prior to occupancy.** Lessee shall have full access to the premises during that period, at no charge to Lessee, in order to prepare the Premises for occupancy on the Commencement Date. All non-economic terms and conditions of the Lease shall be in force. Lessee may do whatever is necessary during said period to ensure it is able to commence normal business operations on the Commencement Date.

CERTIFICATE OF OCCUPANCY (CO), issued by the appropriate local authority, shall be provided by Lessor to Lessee 30 prior to occupancy.

- (h) Lessee reserves the right of inspection and may reject space based on adverse building conditions, including but not limited to general cleanliness, appearance of carpet or tile, grounds, finished interiors or exteriors, odors, pests, insects, or other problems relating to improper extermination or any other condition that would create unsanitary, unattractive or unsafe conditions.
- (i) As a condition of occupancy, Lessor certifies that the leased space contains the minimum usable square footage specified in the lease contract.
- (j) Lessee shall have the right to survey and inspect Property during the construction process to ensure the leased space complies with all requirements as set forth in this lease agreement.
- (k) Prior occupancy, Lessor shall thoroughly clean the leased Premises. Cleaning operations shall include, but not be limited to, the following:
1. Removal of non-permanent protection and labels.
 2. Polish glass of all windows and doors.
 3. Clean exposed finishes.
 4. Clean all mirrors.
 5. Remove all waste and debris.
 6. Clean light fixtures and replace dimmed or burned out light bulbs.
 7. Sweep and wash paved areas as needed.
 8. Clean yards and grounds.
 9. Vacuum all carpeted areas.
 10. Wax and polish all hard surface flooring.
 11. Clean blinds.
- (l) The Lessee may, upon written notice to the Lessor at least 30 days prior to termination of this lease or any extension, remain in possession of the leased Premises for a period specified in the notice, not to exceed 180 days. The Lessee shall pay the Lessor for each month or part of a month, a pro-rata sum equal to the Monthly Rent in effect at the termination of this lease for the space occupied by the agency during this period.
- (m) Lessor shall provide, at Lessor's expense, access to all utilities services, meters, and connections necessary for the proper and intended use of the space. These utilities include telecommunications facilities, continuous hot and cold water, wastewater, electricity and natural gas, if required for heating and or cooling.
- (n) **UTILITIES** shall be paid by **LESSEE**.

Electricity for the leased space shall be separately metered; or, if the Premises are located in a building where electrical service is shared with other tenants, Lessor may calculate Lessee's pro rata share of electricity costs, excluding any taxes, using Lessee's usable square footage as the numerator and the usable square footage of the total shared area as the denominator. Copies of all electric bills received by the Lessor will be provided to the Lessee upon receipt of same by Lessor in order to verify the requested pro rata bill contribution by Lessee.

The Occupying Agencies' normal weekly hours of operation shall be 7:00 a.m. to 7:00 p.m., Monday through Friday, and 7:00 a.m. to 12:00 noon on Saturday. At Lessee's reasonable request, Lessor shall also make available all utilities at other times necessary at an hourly reimbursement rate based on Building Owners and Managers Association International (BOMA) standards, to be provided by the Lessor to the Occupying Agencies prior to award of the Lease.

(o) **JANITORIAL SERVICES AND SUPPLIES** shall be paid by **LESSEE**.

If LESSOR shall provide JANITORIAL SERVICES AND SUPPLIES, services shall include:

- A. On a Daily Basis (Monday through Friday; no earlier than 5:00p.m. and must be completed by 7:00a.m. the next work day):
 - 1. Vacuum, sweep and/or dust mop all floors and vestibules.
 - 2. Detergent mop, rinse, and dry all non-carpeted floors; vacuum carpets and floor rugs; and spot clean carpet and floor rugs as necessary.
 - 3. Spot clean around light switches and door levers.
 - 4. Clean and disinfect all restrooms, urinals, toilets, wash basins and drinking fountains.
 - 5. Empty and clean all restroom receptacles.
 - 6. Clean and refill all restroom dispensers.
 - 7. Empty and clean waste baskets and place refuse in proper container. Replace trash can and waste basket liners.
 - 8. Thoroughly clean break room(s), with cleaning to include, but not limited to, wiping table(s), counter(s), and sink(s).
 - 9. Remove all refuse from building and place in proper container(s).
 - 10. Set security alarm and lock the building after last janitorial employee is out of building, if applicable.
- B. On a Weekly Basis:
 - 1. Clean all baseboards and door frames.
 - 2. Clean and wash all entrance doors.
 - 3. Perform dusting on desks, files, etc.
- C. On a Monthly Basis:
 - 1. Perform dusting on all partitions, doors and window ledges.
 - 2. Brush down all walls, ceiling vents and light fixtures.
 - 3. Clean and wax all desks, if requested by the occupying agency/ies.
- D. On a Semi-Annual Basis:
 - 1. Steam clean all carpet and floor rugs.
 - 2. Non-carpeted floors to be waxed or buffed.
 - 3. Clean fluorescent light lenses and diffusers when needed and/or as requested by Lessee.
 - 4. Wash all windows, blinds, glass doors, glass partitions, etc.
- E. Should the Lessee exercise its right to assume janitorial services, the Lessor will continue to provide and pay for the following services:
 - 1. Exterior of windows washed twice yearly.
 - 2. Daily sanitization of restrooms with germicidal detergent, and restocking of soap and paper products for restrooms that are not within the occupying agency/ies space and for their exclusive use.

(p) Lessor shall provide and install labels for all individual electrical circuits in all electrical breaker/fuse boxes.

(q) Lessor shall be responsible for furnishing appropriate outside trash and refuse receptacles and for the removal of trash and refuse from the Premises.

- (r) Lessor shall maintain the exterior of the building and adjacent grounds in an appropriate manner. Lessor agrees to make diligent efforts to landscape with Texas flora. All grass, trees, shrubbery and other landscaping must be maintained on a regular basis. Water used by Lessor for landscaping and/or decorative purposes shall be paid for by Lessor.
- (s) The Lessor shall provide monthly interior and quarterly exterior pest extermination services. Any extermination service must be performed after normal business hours.
- (t) Lessor shall have building maintenance personnel available to respond to routine calls within twenty-four (24) hours and emergency calls within four (4) hours. "Emergency" repair or maintenance shall include, but not be limited to, situations involving the air conditioning, electrical, plumbing, roof leaks, disruption of water-delivery to or drainage from any portion of the plumbing system, access into and out of the leased space, and environmental control. Lessor shall, at a minimum, acknowledge emergency calls within two (2) hours.
- (u) Space to be occupied under this lease shall be designated a "non-smoking area".
- (v) Lessor shall provide off-street parking for 356 vehicles. Parking must be under the direct control of the Lessor and must be located within a reasonable distance of the entry to the lease space.
- (w) Lessor shall furnish and maintain exterior lighting for the building, connecting walkways and parking area(s) as necessary for appropriate security. The light fixtures shall be equipped with a light level-sensing device that will operate the units automatically. Lessor shall provide a minimum level of illumination to comply with normal business standards. Lessor shall pay all utility costs associated with exterior lighting.
- (x) Cost of furnishing and installing light fixtures at inception of lease and replacement light bulbs shall be at Lessor's expense.
- (y) Exit lights, shall be provided to the outside of the building in accordance with applicable codes. Electric and/or luminous directional arrows shall be strategically placed to identify the way leading to the outside.
- (z) Lessor shall provide an emergency lighting system for one and one-half (1-1/2) hours of illumination in the event of failure of normal lighting.
- (aa) Each room and area shall have a light switch.
- (bb) All lighting and electrical accessories shall comply with all Municipal, County, State and Federal ordinances, rules and regulations for any new construction. All electrical work shall conform to the standards and requirements of the latest editions and applicable sections of the National Electrical Code (NEC) Handbook. All lighting fixtures shall have light diffusing panels or elements. Fluorescent lighting fixtures shall have energy efficient ballasts.
- (cc) Lessor shall provide all life safety equipment, including but not limited to fire extinguishers and smoke alarms, in accordance with the requirements of all applicable municipal building codes. In the absence of a local municipal code, Lessor agrees to comply with minimum requirements as set forth by the International Building Code and the Life Safety Code, as published by the National Fire Protection Administration.
- (dd) Lessor shall provide access to telecommunication and automation service providers under contract to the occupying agencies at appropriate times during construction.

- (ee) Lessor shall not unreasonably withhold the right of the Lessee to install a security system in the lease space, as requested by the Lessee. The security system shall remain the Property of the Lessee or occupying agency/ies and may be removed at the end of the lease term.
- (ff) All exterior doors shall be keyed with non-duplicating keys. Lessor shall furnish keys, individually numbered, as requested by Lessee. All exterior exit doors shall be solid core doors (where applicable) and equipped, unless otherwise required by code, with deadbolt locks with a minimum one-inch throw bolt. All door hardware and automatic door closers shall be of sufficiently sturdy construction to ensure security.
- (gg) All offices and work areas shall have finished ceiling surfaces, unless otherwise approved by Lessee. Broken or stained acoustical tiles shall be replaced by Lessor in a timely manner. Ceiling tiles must be of sufficient quality and weight to not become dislodged due to the opening and closing of doors.
- (hh) All demising walls between Lessee space and other tenant space shall be extended from wall to the deck above the finished ceiling at Lessor's expense.
- (ii) The location of the HVAC unit(s) shall not unduly inconvenience the occupying agency, either due to maintenance requirements or noise levels. Lessor shall furnish a cost efficient central heat and cooling system. The heating and cooling temperatures shall be maintained in accordance to meet the goals of the Energy Management Plan Guide as set forth by the State Energy Conservation Office or TFC. The building must have a mechanical system that provides an indoor environment that is healthful, comfortable and free of objectionable odors. The heating, air conditioning and ventilation system shall comply with the requirements of the latest American Society of Heating, Refrigeration, and Air Conditioning (ASHRAE) Standards for Ventilation for Acceptable Indoor Air Quality (currently ASHRAE 62-1989) and the latest ASHRAE Standards for Thermal Environmental Conditions for Human Occupancy (currently ASHRAE 55-1992). Forced air cooling and heating shall be ducted and vented throughout the space to provide the most efficient manner of operation and occupant comfort. Conditioned air shall be vented into each room and area with the exception of closets. Thermostats shall be provided as necessary to control conditions throughout the leased space. Numbers and locations of thermostats and associated zones or equipment shall accommodate all internal and external loads to provide uniform temperatures throughout the space. HVAC controls/thermostats shall have locking covers and one master key or tool shall be provided to the Occupying Agency. Lessor is responsible for balancing the HVAC system.

EXHIBIT B1

AGENCY SPECIFIC REQUIREMENTS & ROOM SCHEDULE

Space layout shall be acceptable to the Lessee and an acceptable layout shall be a condition of the lease.

Entire agency space shall be contiguous and located on a single floor.

Working Hours:

Normal working hours for the occupying agency are 7am to 7pm, Monday thru Friday and 7am to 12 noon on Saturday. DPS staff needs access to lighting and HVAC system after normal working hours (24 hours per day).

Parking:

Lessor shall provide off-street parking for three hundred fifty-six (356) vehicles. Eight (8) of these parking spaces must meet handicapped accessibility requirements and size requirements as prescribed in TAS and ADAAG. **See Room Schedule for commercial vehicle requirement.**

The size of non-handicapped parking spaces shall be in accordance with city code requirements or in the absence of a city code at least 50% of the spaces shall accommodate a full car size. Parking must be under the direct control of the Lessor and must be located within a reasonable distance of the entry to the lease space. The parking area shall be covered with a hard surface material that is in new or like-new condition and shall drain as to prevent water accumulation not required by city codes. The Lessor shall provide and maintain all parking lot striping. Lessor shall furnish exterior lighting for the building and parking area(s) necessary for security and shall keep lighting in good operating condition. The light fixtures shall be equipped with a light level sensitive device that will operate the units automatically. Lessor shall provide a minimum of five foot-candles of illumination.

Exterior/Exit Doors:

All exterior or exit perimeter doors from lease space shall be constructed so as to provide the Lessee with reasonable security both from the standpoint of frame strength and type of locking or latching device. Lessor shall equip all such doors with locks and keys. The lessee will be installing additional security features such as proximity card readers, interior and exterior security cameras. Lessor will provide necessary raceways, etc. to allow for code compliant wiring. Details concerning security infrastructure requirements will be provided during design.

Interior Doors:

All interior doors shall be 3' – 0" wide doors. All interior office doors shall be solid core doors, or equivalent, as approved. Hollow core doors are not acceptable. All doors shall have door stops.

All interior rooms of the Occupying Agency's space that require locking doors shall have separately keyed locks with each lock being keyed separately from the locks on entry doors into Occupying Agency's space. Lessor shall furnish two (2) individual numbered keys per door and two (2) master keys.

Interior Walls:

All interior office space walls shall have a washable surface. Lessee shall have the right for final approval on paint and other décor of office. Public areas will have a 4 foot high wainscot with chair rail.

Flooring:

Lessee shall have the right for final approval on tile, carpet and other décor of office. **See Room Schedule for detailed floor covering requirements.**

Break Room:

Break room will be equipped with the following equipment to be provided by the agency:

Refrigerator, Ice Machine, (2) Microwaves and (2) Coffee Pots (Electrical outlets must be provided to accommodate equipment and installed per code).

Counters: Break Room countertops should have cabinet space above and below for storage. A standard double sink with a lever handle faucet, hot and cold water and garbage disposal will be installed in the counter sink. Countertops should include space 24" high, 18" wide and 19" deep for the equipment indicated above.

Cabinets: Bottom cabinets shall be 34" high, 24" wide, have drawers at the top with cabinet space underneath with two shelves (including bottom of cabinet). Knee space shall be provided below the sink for handicapped accessibility as prescribed in TAS. There shall be enclosed wall cabinets above the lower cabinets with three shelves (including bottom of cabinet and two adjustable shelves). Upper cabinet shall be located 20" above lower cabinet. Shelving shall be provided for microwave indicated above.

Rest Rooms:

All restrooms shall have lever handle faucets with hot and cold water. Restroom fixtures will be commercial grade. Lessor needs to provide mirrors, soap, and small convenience shelf. Paper towel dispensers shall be provided in the employee area only. Electrical hand dryers shall be provided in the public restrooms. All restroom doors will have automatic door closers. Rest room fixtures will be commercial grade. Ceramic tile shall be provided in all rest rooms. Design and pattern to be approved by lessee.

HVAC

- In addition to the HVAC system serving the entire lease space, provide a dedicated 24-hour-a-day, 7-day-a-week air conditioning system in the Telecommunication Room not connected to any energy management system or device. System designed to maintain a temperature range from 65 to 75 degrees Fahrenheit and the relative humidity from 20% to 55%. The condenser shall have high-low pressure switch to cycle fan. For backup A/C, connect a supply duct with manual louver from another A/C unit nearest the Telecommunication Room. If unit is to be installed above the ceiling, do not mount it over the Telecommunication Room to avoid potential leaks onto computer equipment. Equipment to be placed in the Telecommunication Room is expected to use up to 4,875 watts of power and produce a heat load up to 35,000 BTU's. The air conditioning unit cannot take up floor space from the square footage allotted to the Telecommunication Room.

Air conditioning for the site shall be provided, at no additional expense to lessee, 7 AM to 7 PM weekdays and 7 AM to 12 PM Saturdays.

Required DPS standard color and finish schedule**Driver License Color Scheme:**

<u>Description</u>	<u>Color</u>	<u>Code</u>
Lees Faculty IV Carpet	Prairie	4344
Sherwin-Williams Neutral Paint ** Semi-gloss: Two coats of latex-acrylic enamel (or more as surface requires).	Sand Dollar	SW6099
Sherwin-Williams Accent Paint (Location of accent paint to be determined by Lessee during design) - Semi-gloss: Two coats of latex-acrylic enamel (or more as surface requires).	Portabella	6102
Korogard Wall Protection System (WPS) (1/2 trim piece (stained to match Huntington Maple laminate) to transition from WPS to paint; height of WPS is 48" and thickness is .060"; rubber cove base - roppe brown)	Sand	K-10
Wilson Art - Laminate Countertops	Sable Soapstone	4883-38
Formica - Laminate under countertops	Oyster Gray Matte Finish	929-58
Wilson Art - Laminate for break room cabinets, interior doors, etc	Huntington Maple	7929-38
Ceramic Tile (18 x 18) Grout color Poly-blend # 105 "Earth" http://americanolean.com/series.cfm?series=114&c=48	American Olean	CH79 Buckskin

Telecom Room Specification:

6.28.2011 V4

Rack Hardware:

All rack hardware and associated components should be CPI (Chatsworth). Listed below are the major components with part numbers. Additional accessory components may be needed to complete rack/ladder rack set up.

CPI 19" Rack System (3 inch channel) - Part # 55053-703 / CPI Installation Kit Part # 40604-003

CPI Ladder Rack 18" - Part # 31472-718

All ladder rack to be full sections across top of racks (no splicing) unless length of ladder rack is exceeded and warrants additional section to be added

CPI Runway Elevation Kit (6 inch) – Part # 10506-716

CPI Steel Runway Dropout Kit (Waterfall) - Part# 12100-718

CPI Evolution Double Sided Vertical Manager 8 Inch Wide – Part # 35522-703

CPI 18" inch wall angle support bracket – Part # 11745-718

CPI Butt-Splice Clamp Kit - Part #11301-701

CPI Equipment Shelf (two per closet) (to be installed by owner) Part # 40074-700

CPI Radius Bend part# 10723-718 & 10724-718

CPI Top Plate for Elevation kit Part # 12121-718

CPI Rack rear extension supports to be installed by owner (2 sets) Part# 12213-701

Patch Panels:

Leviton CAT 5E 48 port (4U) Horizontal cable patch panel part# 5G270-U48

Copper / Fiber / Fiber LIU

Corning or equivalent SM fiber (6 strand coming into the building to MDF from street and between building in a multi building complex)

Corning or equivalent 50 micron 850nm @ 500mhz MM fiber (24 strand between MDF/IDF's)

Corning or equivalent SC/LC patch cables minimum 2 meters in length or as needed.

Voice Copper 50 pair from street into MDF (Depending on specific project)

Voice Copper 25 pair riser between MDF/IDF's

Leviton Fiber LIU enclosure model RDP700-4U (black) Part # RDP4U-F12

Leviton fiber adapter late model APL-6SCMB (qty as needed) Part # APLB6-SCM

Leviton fiber adapter plate model APL-6SCSB (qty as needed) Part # APLB6-SCS

Leviton RDP700-4U series splice trays, accessories as required

Horizontal Wire Manager

Panduit Horizontal Wire Managers Part# CM273A (front and back of rack between patch panels)

Wireless:

No wireless (WAP) design layout or cabling to be specified as part of new construction architectural design. DPS IT staff will provide design for WAP deployment and cabling design as owner provided solution. DPS may offer cabling subcontractor opportunity to bid this work once design is completed. DPS will require DWG/PDF files of the building floor plans at 100%CD issuance for use in the wireless design.

Ethernet Cable (CAT5e)

Ethernet CAT5e – plenum rated @ 350 mhz – blue jacket- Commscope / General or equivalent.
(Horizontal cabling runs should not exceed 295' feet) Minimum of two cables to each wall plate unless otherwise specified

Ethernet CAT5e Patch cables (data) – blue jacket

$\frac{3}{4}$ inch black Velcro for bundling cable, plenum rated for above ceiling

J-Hooks should be positioned at no more than 5ft increments to support cable bundles when used as a cable pathway in buildings above ceiling

Building voice / data jack wall plates

Leviton data/voice Quickport wall plate part# 40702-BI (2 gang) & 40804-BI (4 gang)

All telecom rooms should be wired for a wall mounted phone / VOIP/Analog depending on site solution.

110 Blocks utilized for copper voice riser / tie cable connections

Room / Wall:

Room size should be minimum 144sq ft in a rectangular shape with no support columns/beams within the space.

$\frac{3}{4}$ inch fire rated ply board on back wall behind racks (painted white)

VCT flooring in all MDF/IDF's (Floors to be protected/covered during construction)

EZ-Path FireStop or equivalent should be utilized in wall for horizontal cabling into Telecom room

Electrical Grounding on Racks;

Grounding wires from racks/ladder rack to electrical bus bar should be installed on top or inside of ladder rack as not to obstruct electrical outlets that will be installed along the top back side of the ladder rack.

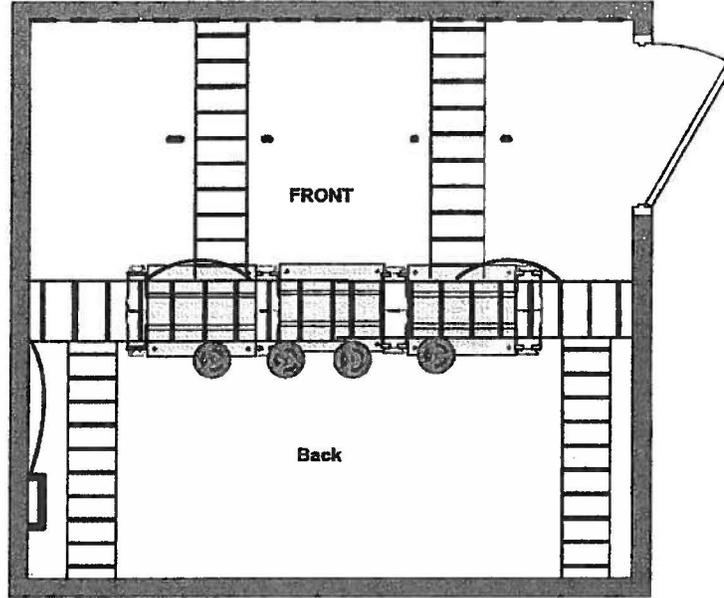
Ladder Rack Layout:

As part of the standards on closet specifications all ladder rack layout follow the example below:

1. Ladder rack above the racks should be one continuous section with no splicing unless span is above manufactures available lengths
2. Ladder rack that is necessary for support/stability and creates a T intersection or intersects the main ladder rack should be positioned as shown whenever possible.
 - a. At the back (side where cables are punched down on patch panels) intersecting ladder rack should be to the left/right of where ever the last rack ends to allow for free opening across the back of the main ladder rack to accommodate the mounting of electrical outlets as shown.
 - b. At the front intersecting ladder rack can connect anywhere as needed for support and cable run management
3. If splicing of the main ladder rack is necessary, grounding cables should be mounted on the front side, again as to not obstruct access for mounting of the electrical outlets on the back side.

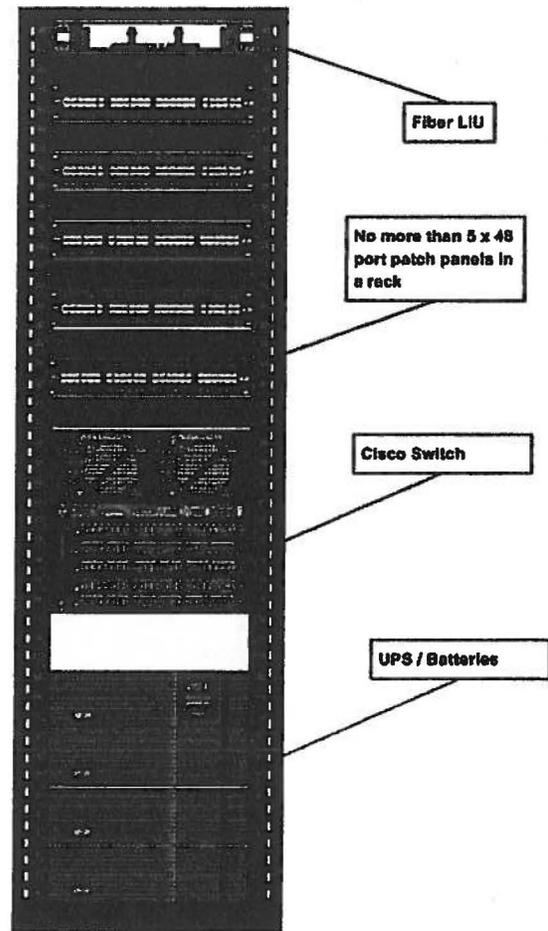
Ladder Rack Layout


Ground Cables



Data/Wireless patch panels should not exceed 5 in each vertical rack. Each Cisco switch supports 5 x 48 port POE blades thus 5 patch panels fully populated will fill the switch.

Wireless and Analog Voice patch panels can be placed in a subsequent rack and / or the first rack if the number of overall data patch panels is less than 5



**Typical Data/VOIP
Rack Layout**

Texas Department of Public Safety

Mega Driver License Office Centers – Room Schedule

Full Time Employees		56			
Item	Space Use/Room Name	Number	SF Per	SF Est.	Adjacency/Comments
1	Entry Foyer/Vestibule	1	200	200	Separate Doors for Entry and Exit (can be side by side, but must include wall/barrier to keep customers from moving between the Entry and Exit)
2	Lobby -Applicant Waiting/Queuing Area	1	6,500	6,500	Large enough to accommodate customers waiting to reach the queuing area and, after receiving queuing ticket, an area to wait for service (originals, renewals, duplicates, written and driving test). The lobby area(s) should be separated with a low dividing wall from the Customer Service Area. The lobby area should provide sufficient space for the applicants family members and must meet fire code & ADA requirements. A work surface counter should be located in the lobby to complete DL forms. All common use areas must be stained or ceramic tile or other hard surface – no carpet or VCT
3	Information Area	6	70	420	(6) work stations, should be located in the lobby area at the furthest point to the main entrance doors
4	Customer Service Area	32	70	2,240	(32) work stations; located adjacent to Lobby-. Low dividing wall with wood cap will be located during design to separate the waiting area from the customers being served by DL employees.
5	Team Lead – Workstations	2	100	200	Two team lead cubicles located on the main floor (will not necessarily be located in the same area.)
6	Applicant Test Area	1	3,100	3,100	Should be located line of sight to the Customer Service Area and provide maximum view of applicants taking written test.
7	Interview Rooms	4	120	480	(4) @ 120, should be located near the examiner work room
8	Telephone Answering Room	1	120	120	(floor can be polished concrete); adjacent to Customer Service Area
9	Bookkeeping/Report Room	2	168	336	(2) @ 168, must be adjacent to the Customer Service Area and next to each other, one room to count out employees from renewal and one room to count out employees from testing
10	Copier/Fax Room	1	120	120	Should be located near the Customer Service Area
11	DL Examiner/Technician Work Rm.	1	660	660	Should be located near the Customer Service Area and near the driving test waiting area. A window should be available to view vehicles waiting for driving test
12	Assistant Manager Office	1	168	168	Central; w/in controlled access staff area
13	Supervisor Offices (w/ closet)	3	144	432	(3) offices (144 sf each), must be adjacent to the Customer Service Area and provide a window for viewing employees and applicants
14	Administrative Assistant	1	150	150	Open area located near the Asst Manager office
15	Telecommunications Room	1	144	144	Should be located to allow for compliance with wiring standards. DPS has agency specific wiring standards (security and data, additional details to be provided during design.
16	DL Supply/Storage Room	1	216	216	to include adjustable shelving (prefer Melamine laminate surface or other durable type surface)
17	Trooper Squad Room	8	70	560	(8) Troopers (70 sf per trooper), squad room should be located adjacent to exterior door for access to trooper's vehicle when transporting wanted subjects.

18	Holding Cell	4	48	192	The 6' X 8' Holding cells (4) should be located adjacent to squad room. Must have 4" X 8" (or 8" X 8") wire mesh vision panel in the door, double plywood walls, hard ceiling, exterior light switch, tamper proof fixtures, no electrical outlets, occupancy light outside of door and in the squad room, 2' bench bolted to the floor, door MUST open out with non-removable hinges, door hardware must be deadbolt.
19	Conference/Training Room	1	420	420	Central; w/in controlled access staff area
20	Janitor Closet/Janitorial Supplies	1	120	120	include mop sink; adjustable shelving for supplies (floor can be polished concrete)
21	Employee Break Room/Lounge	1	600	600	Accessible by staff, prefer exterior wall with windows and access to outside employee lounge area, stained or ceramic tile (No VCT or carpet)
22	Other Service Offices	4	200	800	Bureau of Vital Statistics, Vehicle Registration, CBP, SS offices; adjacent to Customer Service Area
23	Restrooms - Public & Employee	-	-	-	As required by code; Should be designed such that the fixtures in the restroom are stainless steel and are shielded from the line of sight from the hallways, public restrooms should be located in each of the main lobby areas. Include electrical hand blowers, automated hand faucets and flushers for toilets -. Must have separate employee and public rest room facilities.
				Sub-total	17,978
				Open Plan Circulation	40%
				Built-out Circulation	30%
				Total Circulation	5,862
				Total SF	23,840

External / Site Requirements

24	Paved Parking Lot and Amenity Requirements				300 public parking spaces; 56 employee parking spaces; accommodate commercial vehicles including truck tractor semi trailer combinations for CDL driving test @ 8 (4 side x side); passenger vehicles for class C driving test @ 20 (10 side x side). Space for parallel parking and backing maneuvers for both CDL and non CDL vehicles (4 for Class C and adequate space for CDL vehicles). Turning radius entering/exiting the property must be sufficient to allow for easy access for 18-wheelers.
25	Outdoor Employee Lounge Area	1	195	195	locate near employee lounge

REST ROOMS TO BE PROVIDED BY LESSOR IN ACCORDANCE WITH LOCAL BUILDING CODE AND ARE NOT INCLUDED IN THE USABLE SQUARE FOOTAGE OF THIS LEASE.

Parking requirements:
 Standard Parking Spaces 348
 ADA/TAS 8
TOTAL 356

EXHIBIT C

GENERAL CONSTRUCTION NOTES

Lessor shall design, in consultation with Lessee, and construct the Premises based upon all of the specifications outlined in this Lease and Exhibits as well as the following criteria at no additional cost to Lessee. Lessor understands that Lessee has no provision for payment of additional construction costs. Any unforeseen costs associated with compliance herein shall be at Lessor's sole cost.

Lessee, not the Occupying Agency of the lease space, has sole authority for the initiation of any changes or modifications (Change Order) to the scope of work contained in this lease.

Should any Occupying Agency cause or request changes by the Lessor to exceed the scope of work described below, Lessor shall first obtain written and signed authorization from the Texas Facilities Commission prior to being obligated to proceed with the work.

1. The space to be occupied must comply with all applicable federal, state, and local laws, statutes, ordinances, codes, rules and regulations. In lieu of applicable local building codes, the International Building Code will apply. Acceptance of the space does not exonerate the Lessor from meeting all the requirements. No requirement may be waived by the Commission or the Occupying Agency.
2. The Leased space shall meet all zoning and building code requirements of the Local Government(s) in which the space is located. Lessor shall comply with all Local Government(s) rules and regulations regarding land development including, but not limited to, subdivision requirements, zoning ordinances, site reviews, plan reviews, development and building permits, inspections, and certificates of occupancy. If Lessor seeks or acquires an exemption from such rules and regulations regarding land development without TFC approval, such action shall be grounds for termination of the lease by the Texas Facilities Commission in accordance with paragraph 7(k) of the State Lease contract.
3. The Texas Accessibility Standards (TAS) requirements for persons with disabilities are administered by the Texas Department of Licensing and Regulation (TDLR), Architectural Barriers Division, PO Box 12157, Austin, TX 78711, Telephone: 512-463-3211; web site <http://www.license.state.tx.us>.
4. Lessee reserves the right to survey or inspect construction/renovation to ensure space complies with all requirements at any time.
5. Any new construction for the Premises shall be constructed by Lessor to conform to New Construction Notes in Exhibit C1 and Lease Requirements outlined in Exhibit B and B1.

EXHIBIT C1

NEW CONSTRUCTION NOTES

Initial New Construction: If requested by Lessee, Lessor agrees to construct, in accordance with the New Construction specifications outlined in this Exhibit.

1. WALLS

- (a) All new interior walls to be taped, bedded, textured and painted. Existing walls to be repainted or cleaned to a like new condition. Color to be selected by tenant.
- (b) Provide ceramic tiles in Restrooms and Shower Room if applicable.
- (c) New demising walls shall be full height to structural deck with insulation and fire caulking at all penetrations.

2. FLOORS

- (a) Provide new anti-static VCT, locations to be determined by Lessee.
- (b) Provide new building standard commercial grade carpet throughout, subject to Lessee approval unless noted otherwise, color to be approved by Lessee.
- (c) Provide new 4" rubber cover base throughout, color to be selected by Lessee.

3. CEILING

Ceiling grid to be minimum 9'-0" Above Finished Floor (A.F.F.) with new matching 2' x 4' or 2' x 2' ceiling tiles.

4. DOORS & HARDWARE

- (a) Use building standard doors, frames, and lever hardware throughout.
- (b) Re-paint or re-finish exterior doors and touch-up to like new condition.
- (c) All entrance, exit and interior doors to meet ADA/TAS required code.

5. ELECTRICAL

- (a) Lessor shall provide 120 volt electrical duplex wall outlets as follows: Walls in excess of twenty feet in length will require one every ten feet. A minimum of one in each hallway; hallways in excess of 50 feet in length will require one every 25 feet.
- (b) Lessor shall provide ring and string for telecommunication and automation station wiring in walls, ceiling or power poles, as applicable. The Lessee anticipates the need for cable drops at every workstation, office and other areas per the room schedule as will be identified during the Construction Documentation preparation phase.
- (c) Lessee will connect the furniture to the power and data drops.
- (d) Lessee shall provide cable. Lessor shall provide all necessary raceway, conduit or pathways per code and pull strings as necessary, to accommodate all work stations, offices etc. per Room Schedule.
- (e) Lessor shall provide conduit from access point on building exterior to the data/telecom IDF closet for telephone lines and data circuits.
- (f) All branch circuit ground wires must be tied to a common ground at the distribution panel, to a service ground, or suitable building ground. The conduit must not be the sole means of grounding. The system neutral must be electrically isolated from the ground conductor except at the building

ground station. All branch circuits shall be on the same primary transformer. All dedicated circuits shall be identifiable by use of orange colored plates on the outlets.

- (g) Provide adequate electrical for an 8-wire cube for all work stations. Provide j-boxes in the ceiling to feed into power-poles when furniture is not adjacent to a wall or column.
- (h) Lessor to provide 120-volt electrical duplex outlets: (these are approx. numbers for preliminary bidding)
 1. (3) in each Office.
 2. (4) in each Storage/Break Room
 3. (1) in each hallway every 25"
 4. (2) in Wait Room
 5. (4) in Reception area
 6. (1) at each ceiling mounted. J-box at each exterior door for tenant provided security system.
- (i) Provide sufficient dedicated quad. outlets @ LAN room to meet Lessee's requirements.
- (j) Relocate to provide normal office lighting coverage.
- (k) All electrical panels are to be labeled with circuits identified to all J boxes to be used for power to furniture, equipment, etc.
- (l) To the extent not covered above Lessor shall provide required electrical service to the furniture and equipment identified by the Lessee during the Construction Documentation phase.
- (m) Wiring covered by molding carried across open floor will not be permitted.
- (n) Building to have standard lighting throughout. (2x4 florescent acrylic lenses or Parabolic desired).

6. MECHANICAL

- (a) All units will be cleaned to eliminate any debris in all ducts.
- (b) Thermostats to be added or relocated shall be approved as to location by Lessee.
- (c) Landlord Mechanical Contractor to balance HVAC system if new or redesign, reconfigure and re-balance the existing HVAC system as required and will provide a final report to Lessee.

7. PLUMBING

- (a) Provide hot and cold water in Break Room(s).
- (b) Provide grab bars as per ADA/TAS requirements, paper towel dispensers, soap dispensers, trash receptacles, sanitary napkin dispensers and toilet paper dispensers in all restrooms.

8. WINDOW TREATMENT

- (a) Provide new building standard window treatment if not existing. Provide blinds if there are no building standard window treatments.
- (b) If existing, clean and or replace damaged blinds and window coverings to like new condition.

9. MILLWORK

- (a) Provide upper and lower plastic laminate clad cabinets in break rooms.
- (b) Uppers to have (2) adjustable shelves and lowers to have (1) adjustable shelf.

10. ADA/TAS

- (a) Provide opening below sinks to meet ADA/TAS.
- (b) Building must meet all ADA/TAS standards and regulations.
- (c) See required specs, if applicable, indicated on lease.

11. SECURITY

Lessor shall provide conduit/ wire pull to boxes located by Lessee for Lessee security system.

NOTE: Above items are subject to change if noted otherwise on TFC approved Construction Documents.

Chair
Betty Reinbeck

Commissioners
William D. Darby
Virginia Hermosa
Brant C. Ince
Mike Novak
Jack W. Perry
Alvin Shaw



Executive Director
Harvey Hilderbran

Mailing address:
P. O. Box 13047
Austin, TX 78711-3047

(512) 463-3446
www.tfc.state.tx.us

CHANGE OF LESSOR MEMORANDUM REVISION

Lease: 303-2-20291 Garland
Term: 09/01/2012 through 08/31/2022

On this date, August 17, 2015, LESSEE, STATE OF TEXAS, acting by and through the Texas Facilities Commission, hereby serves notice of a change of Lessor for the leased premises, as follows:

The current Lessor is: East Partners, Ltd.
7557 Rambler Road, Suite 965
Dallas, TX 75231

Effective September 1, 2015, the new Lessor shall be:
Harrier Partners LP
Attn: Dan Stansbury, Jr.
25 Highland Park Village, Suite 100-364
Dallas, TX 75205
Tel. (214) 908-9334
Email: dan@eyventures.com

At the direction of the Lessor, the Property Manager shall be:
Maclay Properties Company
Attn: Sue Romer
7557 Rambler Rd. Ste. 965
Dallas, TX 75231
Tel. (214) 599-0631
Fax (214) 521-8631
Email: sue@maclayproperties.com

Rental payments will be made via electronic transfer or mailed, and arranged between Lessor and occupying agency. All other terms and conditions of the lease contract remain unchanged. Please be advised that the State of Texas, as Lessee, is self-insured in accordance with Texas law.

TEXAS FACILITIES
COMMISSION APPROVED:

A handwritten signature in blue ink, appearing to read "Gayla Davis", is written over a horizontal line.

Gayla Davis, Manager, State Leasing
Services, Planning and Real Estate
Management Division

cc: James "Eddie" King, Texas Department of Public Safety
Terry Nystrom, Texas Department of Public Safety
Ginna Harris, Texas Department of Licensing and Regulation
Regina Roberson, Texas Department of Insurance – Fire Safety Inspections, State Fire Marshal's
Office

km

Chair
Betty Reinbeck

Commissioners
William D. Darby
Douglas Hartman
Virginia Hermosa
Brant C. Ince
Mike Novak
Alvin Shaw



Executive Director
Terry Keel

Mailing address:
P. O. Box 13047
Austin, TX 78711-3047

(512) 463-3446
www.tfc.state.tx.us

CPI LEASE PAYMENT ADJUSTMENT

Lease: 303-2-20291 Garland

Term: 09/01/2012 through 08/31/2022

This agreement is made and entered into on this date, September 27, 2013, by the LESSEE, STATE OF TEXAS acting by and through the Texas Facilities Commission.

The Texas Facilities Commission approves a change in the total monthly rent for space leased due to a Consumer Price Index (CPI) adjustment in accordance with the lease contract.

Effective September 1, 2013, for the lease space occupied by the Department of Public Safety (DPS), the total rent amount will be increased by \$111.57 per month at \$12.54 annual rate per square foot for 23,840 usable square feet, resulting in a new rent amount of \$24,905.17 per month.

TEXAS FACILITIES
COMMISSION APPROVED:

A handwritten signature in blue ink, appearing to read "Gayla Davis", is written over a horizontal line.

Gayla Davis
Manager, State Leasing Services

cc: Paul Medrano, Department of Public Safety

ad

Goree, Deborah

From: Nystrom, Terry
Sent: Thursday, October 08, 2015 3:35 PM
To: Goree, Deborah
Subject: FW: PO#4870 Garland
Attachments: Garland 20291 CPI Lease Adjustment eff 9-13 1-2-14.pdf

Importance: High

It is attached for you. This was effective Sept 1st 2013.

From: Goree, Deborah
Sent: Thursday, October 08, 2015 3:10 PM
To: Nystrom, Terry
Cc: Goree, Deborah; Feliciano, Jennifer
Subject: PO#4870 Garland
Importance: High

Terry, please send me the documentation that supports the monthly rent of \$24,905.17. I assume there was a CPI increase but I don't see the amendment, attached to the new PO P004870 and it isn't in our lease file.

I can't cancel releases. Please contact eprocurementCustomerService@dps.texas.gov for assistance.

Thanks.

Debbie

From: Nystrom, Terry
Sent: Thursday, October 08, 2015 9:07 AM
To: Goree, Deborah
Subject: FW: PO#4870 Garland

I can not cancel the Release at this time, maybe you can? I cloned the Req and I believe the unit cost is incorrect for line #2, would you check it out please?

Total for master blanket #405-16-P004870 exceeds the unused amount of \$298,862.04 for department 01300.
Terry

From: Goree, Deborah
Sent: Wednesday, September 30, 2015 1:40 PM
To: Nystrom, Terry
Cc: Higgins, Melissa; Saunders, Belinda
Subject: RE: PO#4870

Terry, could you please cancel the release on 739 and do the release under the correct PO 4870? Thanks.

From: Saunders, Belinda
Sent: Tuesday, September 29, 2015 9:40 AM
To: Goree, Deborah
Cc: Higgins, Melissa
Subject: PO#4870

Hello ----

One I did not go over yesterday is PO#4870 --- it was originally PO#739 ---- new TINS, new PO which is #4870 – This one is not quite ready for me to process yet, PO#739:2 is ready, but cannot use that PO – that one may need to be cancelled?

*Thanks,
Belinda*