



Texas Department of Public Safety Purchase Order

Blanket Order Number

405-16-P005415

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

V E N D O R	Vendor Number: 00022596 DPS DALLAS 2000 LLC 510 W 15th Street Austin, TX 78701-1512
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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
<p>Item # 1</p> <p>Building Lease 20379 - Driver License - Dallas West Wheatland Rd. - Initial Term 07/01/15 through 06/30/2025 This PO incorporates the lease agreement between TFC and Development 2000 executed on 7/16/2014.</p> <p>This PO is setup for Payment Purposes Only</p> <p>Vendor Contact: Jerry Reed Phone: 512.306.0100 Fax: 512.306.0101 Email: jreed@development2000.com Driver License Contact: Linda Penick Phone: 512.462.6186 Email: linda.penick@dps.texas.gov Driver License Contact: Stephen Bell Phone: 512.424.2768 Email: stephen.bell@dps.texas.gov TXDPS Contract Specialist Contact: Debbie Goree Phone: Email: deborah.goree@dps.texas.gov</p>	

Item # 3
Class-Item 971-45

Dallas Lease 20379 FY16
Funding Term: 9/1/2016 through 8/31/2016
Lease Term: 11/1/2015 through 10/31/2025

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
12.00	\$ 60,949.92	MO	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 731,399.04

Item # 4
Class-Item 971-45

Dallas Lease 20379 FY17
Funding Term: 9/1/2016 through 8/31/2017
Lease Term: 7/1/2014 through 6/30/2025

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
12.00	\$ 0.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Item # 5
Class-Item 971-45

Dallas Lease 20379 FY18
Funding Term: 9/1/2017 through 8/31/2018
Lease Term: 7/1/2014 through 6/30/2025

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
12.00	\$ 0.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Item # 6
Class-Item 971-45

Dallas Lease 20379 FY19
Funding Term: 9/1/2018 through 8/31/2019
Lease Term: 7/1/2014 through 6/30/2025

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
12.00	\$ 0.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 731,399.04

APPROVED

By: Deborah Goree, CTPM, PMP

Phone#: (512) 462-6136

BUYER

Chair
Betty Reinbeck

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



Executive Director
Terry Keel

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

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

LEASE AMENDMENT

Lease: 20379 Dallas

Term: 08/01/2015 through 07/31/2025

This Lease Amendment ("**Amendment**") is made and entered into on 11-21-14, 2014, and effective as of July 16, 2014, by and between Lessor, **DEVELOPMENT 2000, INC.**, a Texas corporation, and Lessee, **STATE OF TEXAS**, acting by and through the **TEXAS FACILITIES COMMISSION**, for and on behalf of the occupying agency, the **TEXAS DEPARTMENT OF PUBLIC SAFETY ("DPS")**. Capitalized terms used herein but not defined shall be given the meanings assigned to them in the Lease.

WHEREAS, Lessor is constructing the leased premises for Lessee and the occupying agency, DPS, to be located at 300 West Wheatland Road, in Dallas, Dallas County, Texas 75232 (the "**Leased Premises**") pursuant to the Lease dated July 16, 2014 (the "**Lease**"); and

WHEREAS, Lessor, with the consent of Lessee and the occupying agency, DPS, has improved the efficiency of the Leased Premises and agree to modify the site and building plans as heretofore described in the Lease; and

WHEREAS, Lessor, Lessee, and the occupying agency, DPS, have agreed to reduce the rents due to the efficiency of the improvements according to the covenants and conditions that follow;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee have agreed as follows:

1. Property Leased. Section 2 of the Lease is deleted in its entirety, and Section 2 of this Amendment is substituted for all purposes. The Leased Premises are:

Total Square Feet: 24,253 square feet together with the driveways and parking areas
Usable Square Feet: 22,154 square feet together with the driveways and parking areas
Occupying State Agency: Texas Department of Public Safety
Location: 300 West Wheatland Road, Dallas, Dallas County, Texas 75232

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

Lessor also promises to furnish any and all requirements related to the Leased Premises as set out in the Lease which is incorporated herein by reference and made a part hereof for all purposes.

2. Monthly Rental. Exhibit "A" attached to the Lease is deleted in its entirety, and Exhibit "A" attached to this Amendment is substituted for all purposes. The Rent Schedule set out in attached Exhibit "A" shall be the Rent Schedule for all purposes.

Lessee agrees to pay Lessor base Monthly Rent during the term of the 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. The Lease 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 the 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 Lessor, either may terminate the Lease, or sublet in whole or in part to a private third party.

3. Ratification. Lessee hereby ratifies and confirms its obligations under the Lease. Additionally, Lessee further confirms and ratifies that, as of the date hereof, (a) the Lease is and remains in good standing and in full force and effect; and (b) Lessee has no claims, counterclaims, set-offs or defenses against Lessor arising out of the Lease or in any way relating thereto.

4. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of a signed counterpart hereof by facsimile or email transmission shall have the same force and effect as the delivery of a signed hard copy, but in such event the transmitting party upon request of the other party shall also execute and delivery an original signed hard copy.

5. Mutuality. This Amendment is by mutual agreement between Lessee and Lessor and shall be binding upon Lessee, Lessor and DPS and their respective successors and assigns. If any inconsistency exists or arise between the terms of the Lease and this Amendment, the terms of this Amendment shall prevail.

6. Law Governing. Except as amended hereby, the terms and conditions of the Lease remain the same and continue in full force and effect. This Amendment shall be governed by the laws of the State of Texas.

LESSEE:

THE STATE OF TEXAS

By: Texas Facilities Commission

By: Peter Maass
Name: Peter Maass
Title: Deputy Executive Director,
Planning and Real Estate Management Division
Date Signed: 4-21-14, 2014

LESSOR:

DEVELOPMENT 2000, INC.,
a Texas corporation

By: Jerry R. Reed
Name: Jerry R. Reed
Title: Pres
Date Signed: Nov 20, 2014

EXHIBIT "A"

RENT SCHEDULE

OCCUPYING AGENCY	USABLE SF OCCUPIED	ANNUAL BASE RATE/SF	ANNUAL BASE RENT	MONTHLY BASE RENT
DPS	22,154	\$ 33.01	\$731,390.64	\$60,949.92

PKBm

DRR

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

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www.tfc.state.tx.us

LEASE TERM AMENDMENT

Lease: 20379 Dallas

Term: 08/01/2015 through 07/31/2025

This Lease Term Amendment is made and entered into on this date, 7-9-15, by and between the LESSOR, DPS DALLAS 2000, LLC, and LESSEE, STATE OF TEXAS acting by and through the Texas Facilities Commission, for and on behalf of the occupying agency, the Texas Department of Public Safety (DPS).

The commencement date of this lease is amended to November 1, 2015 and the termination date is amended to October 31, 2025, with the term remaining at 120 months.

As a result, 6. (f) of the CPI Escalation Clause on page 3 of 32 pages of the lease contract shall be changed to read as follows:

- (f) The first eligible CPI rent adjustment for this lease will be November 1, 2016, based upon the percent change in the CPI from August 2016 and August 2017, using a Base Factor of 25%. Each succeeding year, the same procedure, as outlined above will be used.

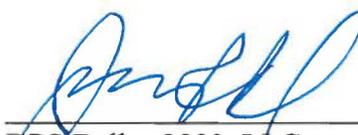
The monthly rental of \$60,949.92 for 22,154 usable square feet at \$33.01 annual rate, shall remain the same.

This amendment is in accordance with 7. (i) of the terms of the lease agreement, and is by mutual agreement between Lessee and Lessor.

TEXAS FACILITIES
COMMISSION APPROVED:


Peter Maass, Deputy Executive
Director of Planning and Real Estate
Management Division

Approved By:


DPS Dallas 2000, LLC
Jerry R. Reed

cc: Barney Bigham, Texas Department of Public Safety (DPS)
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
Virginia Hermosa
Brant C. Ince
Mike Novak
Jack W. Perry



Executive Director
Harvey Hilderbran

Mailing address:
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Austin, TX 78711-3047

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REVISION OF PROPERTY
LEASED ADDRESS NOTIFICATION

Lease: 20379 Dallas

Term: 11/01/2015 through 10/31/2025

Effective October 27, 2015, the LESSEE, STATE OF TEXAS, acting by and through the Texas Facilities Commission, hereby revises the Property Leased street address for above referenced lease contract as follows:

Item 2. Property Leased, on page 1 of 32, of the State Lease shall be revised to read as follows:

39025 LBJ Service Road
Dallas, TX 75232

All other terms and conditions of the lease contract remain unchanged.

TEXAS FACILITIES
COMMISSION APPROVED:

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

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

cc: James King, 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

Karissa McDonald

To: Karissa McDonald
Subject: FW: 20379 Dallas

From: Amanda Diebel
Sent: Monday, October 26, 2015 3:17 PM
To: Karissa McDonald
Subject: FW: 20379 Dallas

Thank you!
Amanda Diebel
(512) 463-3328

From: Gayla Davis
Sent: Monday, October 26, 2015 2:54 PM
To: Amanda Diebel
Subject: FW: 20379 Dallas

For you

Gayla Davis
Manager, State Leasing Services
Planning & Real Estate Management Division
Texas Facilities Commission
1711 San Jacinto Blvd., Austin, Texas 78701
P.O. Box 13047, Austin, Texas 78711
Phone: 512-475-2438
Fax: 512-236-6187

Email: gayla.davis@tfc.state.tx.us

From: Jesse Maniccia [<mailto:jesse@d2kproperties.com>]
Sent: Monday, October 26, 2015 2:52 PM
To: Gayla Davis
Cc: Spencer, Lillian; Linda.penick@dps.texas.gov; Eddie Olivier
Subject: 20379 Dallas

Gayla,

The zip code is actually 75232. The Revision of Property Leased Address Notification received by my office 10/16/2015 might need revision. Let me know if you'd like to revise or just note.

Also, are we all set to receive rents on 11/1/15? If you need anything in that regard, please let me know.

Thanks!

Jesse Maniccia, President
D2K Properties, Inc.

510 W. 15th Street
Austin, Texas 78701

512-617-4678 desk
512-565-4534 mobile
512-306-0101 fax
jesse@d2kproperties.com
www.d2kproperties.com

This communication does not reflect an intention by the sender to conduct a transaction or make any agreement by electronic means, provided however that if this message or an attached legal document contains the word "contract", "agreement", "agreed" or a similar word or words in its title and clearly states its contractual nature, then and only then, will this message or such legal document be deemed contractual to the extent so clearly stated.