

PURCHASE ORDER

THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER

FILE

200 Technology Way, Suite 2079, College Station, Texas 77845-3424; Phone 979-436-9219, FAX 979-436-0074

Order Date

11/28/2016

Page

01

Include PO number on all
Correspondence and packages

P700025

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

INVOICE (IN DUPLICATE) TO AGENCY BELOW

TEXAS A&M HEALTH SCIENCE CTR
FACILITIES, UTILITIES, SAFETY,
AND SECURITY ADMINISTRATION
CLINICAL BUILDING 1 (CB1)
8441 STATE HIGHWAY 47 STE 4400
BRYAN TX 77807

SHIP TO:

TEXAS A&M HEALTH SCIENCE CTR
BAYLOR COLLEGE OF DENTISTRY
FACILITIES SERVICES & PLANNING
3302 GASTON AVE RM 22
DALLAS TX 75246

VENDOR

*****4541
BAYLOR HEALTH CARE SYSTEM
ACCOUNTING SERVICES
3500 GASTON AVENUE
DALLAS, TX 75246

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

5290025

R700026

ANY EXCEPTION TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY
HUB & PROCUREMENT SERVICES PRIOR TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS
INSTRUCTED PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
1	USER REF: 301090-30000				
	PO FOR ENCUMBRANCE AND PAYMENT PURPOSES				
	Parking Lease for 3434 Swiss Ave., Dallas, TX Lease began on 5/1/13 & ends on 4/30/18. This PO will cover 12/1/16 - 8/31/17. Sept-Nov 2016 we're paid thru BAM	9	MO	2,000.000	18,000.00
				TOTAL	18,000.00
	PHONE: 214-820-3278				
	Purchase made by an Institution of Higher Education, Section 51.9335 Education Code.				
	CC FY ACCOUNT NO. DEPT. -- --- ----- ----- 23 2017 301090-30000-5870 4130			18,000.00	
	DOCUMENT DATE: 11/28/2016				
	DEPT.CONTACT: LAURA TEMPLETON PHONE NO.:				
	SOLE SOURCE REASON: ONLY THIS VENDOR				
	PCC CD: 9				
	TYPE FUND: S TYPE ORDER: HIED				

SAW

SAW

FOB: NOT SPECIFIED

The Texas A&M University System Health Science Center cannot accept collect freight shipments.

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. Neither substitutions nor cancellations permitted without prior approval.

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 EXEMPTIONS 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
THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER

The Texas A&M University System Health Science Center

Sole Source and/or Proprietary Justification

Requisition No. **R700026**

Date: **12/01/16**

This form is to be used to aid departmental staff in relating information necessary in the process of requisitions on a sole source and/or proprietary basis. Your cooperation in answering the questions listed below will assist the purchaser in handling your order expeditiously. Please complete the form and forward to HUB and Procurement Services. If more space is required, feel free to attach additional pages. **NOTE: For your convenience, this is a fill-in form. Adobe Reader required.**

1. Description of item (if commodity: make, model no., etc.; if service: detail of type of service):
Parking Lease per contract dated April 9, 2013.

2. Name of known source for item:
Baylor Health Care System

Manufacturer? ☐ Yes ☐ No

3. What feature or functions are unique (proprietary) to this item?
N/A

4. Briefly explain how the unique features or functions are essential to the purpose for which the item is needed.
N/A

5. List any source other than the known source that manufactures or supplies similar items or items with similar functions.
N/A

6. Why are the other sources not satisfactory?

N/A

7. Will the item be used with existing equipment?

- If yes, -as a repair/replacement part?
-as component to be interfaced?
-as an accessory?
-to match existing equipment?
-for reason of interchangeability?

☐ Yes
☐ Yes
☐ Yes
☐ Yes
☐ Yes
☐ Yes

☒ No
☒ No
☒ No
☒ No
☒ No
☒ No

List make and model of existing equipment.

N/A

8. Include any additional information that may aid the purchaser in processing this requisition.

N/A

SOLICITATION &
AWARD THROUGH
SREC

R. B. Baum

I certify that, to the best of my knowledge, the above information is true and accurate and that no other material fact or consideration offered or given has influenced this recommendation for a sole source/proprietary purchase.

Submitted by: Mark Cervanka, HSC Operations
(Printed name, title and department)

Signature: Mark Cervanka 2015/10/22

Susan King

From: Templeton, Laura L. <templeton@tamhsc.edu>
Sent: Monday, November 21, 2016 11:25 AM
To: Bounds, Robby; Susan King
Cc: Templeton, Laura L.; Cervenka, Mark A.
Subject: R700026 - Baylor Health Care - CBRE (Parking Lease)
Attachments: R700026 - Parking Lease Agreement.pdf; Sole Source for R700026.pdf
Importance: High

Robby and Susan:

Please find attached the lease and sole source for R700026 to Baylor Health Care-CBRE. This is a lease that we've had for many years. I just changed the Rdoc number and date on the sole source, however, Mark didn't resign or initial because he's out of the office this week. Is it possible to have the Pdoc created this week and I'll obtain Mark's signature on Monday? I'm asking because the payment (December) has to be made by the 5th of each month to Baylor – per the lease agreement.

If you have any questions, please let me know. Many thanks for your assistance with this request. Have a great week and Thanksgiving.

Laura

Laura Templeton | Business Administrator II
Campus Operations | Texas A&M Health Science Center

Clinical Building 1, Suite 4400, 8441 State Hwy 47, Bryan, TX 77807
ph: 979.436.0542 | templeton@tamhsc.edu
www.tamhsc.edu/ehs | **Transforming Health**

PARKING LOT LEASE AGREEMENT

THIS PARKING LOT LEASE AGREEMENT (the "Lease") is effective the 1st day of May, 2013, by and between **MEDBUILDING LTD.**, a Texas limited partnership c/o **WORSHAM REALTY, LLC**, its agent, as Lessor (hereafter "**MEDBUILDING**"), and the **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, an agency of the State of Texas, as Lessee (hereafter "**TAMUS**"). **MEDBUILDING** acknowledges that this Lease is being entered into by **TAMUS** for the use and benefit of The Texas A&M University System Health Science Center (the "HSC"), a member of The Texas A&M University System.

MEDBUILDING is the owner of certain property in Dallas, (hereafter "Parking Premises"), located at 3434 Swiss Avenue, Dallas, Texas, 75204 and **TAMUS** has identified the Parking Premises as being capable of use for the activities contemplated by Baylor College of Dentistry, a component of the HSC. Any reference in this Lease to any obligation, act, or requirement of **TAMUS**, to the extent it is consistent with the described relationship between **TAMUS** and the HSC, shall be deemed to also refer to the HSC.

MEDBUILDING and **TAMUS** expressly acknowledge and agree this Lease supersedes and replaces any previous agreements between the parties.

As a result of such understandings and in consideration of the monthly cash rentals and benefits to both parties, it is agreed as follows:

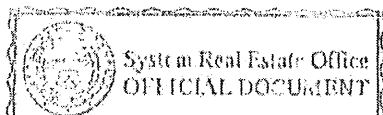
ARTICLE I **PARKING PREMISES LEASED**

Section 1.01. **MEDBUILDING** leases to **TAMUS** the Parking Premises comprised of forty (40) parking spaces, located at 3434 Swiss Avenue, City of Dallas, Dallas County, Texas (as further depicted in Exhibit "A"). The Parking Premises is further described as being Lot 1, Block A/750, Swiss Medbuilding Addition, an Addition to the City of Dallas, Dallas County, Texas (see the attached Tax Record).

ARTICLE II **TERM**

Section 2.01. The term of this Lease is for five (5) years beginning on the 1st day of May, 2013, and ending on the 30th day of April, 2018, unless terminated earlier as provided in this Lease.

Section 2.02. Either party may terminate this Lease by giving the other ninety (90) day written notification. Upon the expiration or termination of this Lease for whatever cause, but subject to the provisions of this Article and Article IX, **TAMUS** must immediately, surrender the Parking Premises in good order, condition and repair, except for ordinary wear and tear only.



ARTICLE III
RENT

Section 3.01. As consideration for the use of the Parking Premises, **TAMUS** agrees to pay **MEDBUILDING** as rent ("Rent") TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) per month.

Section 3.02. Rent is payable, in advance, without demand or deduction, on or before the fifth (5th) day of each calendar month during the Lease term. However, if the term of this Lease commences on a date other than the first (1st) day of a calendar month, the first and last rental payment will be prorated.

Section 3.03. All Rent and other sums owed by **TAMUS** are due and payable at the following address:

MedBuilding Ltd.
c/o Worsham Realty, LLC
Attn: Gary Worsham
11700 Preston Road
Suite 660, PMB 386
Dallas, Texas 75230

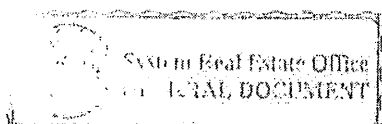
Section 3.04. **MEDBUILDING** is solely responsible for all ad valorem real property taxes and assessments, or other taxes and assessments levied against the Parking Premises.

ARTICLE IV
RETURN OF PARKING PREMISES AND HOLDOVER

Section 4.01. All improvements attached to the Parking Premises by **TAMUS** become the property of **MEDBUILDING** upon the expiration or termination, for any reason, except that repaired or replaced improvements on the Parking Premises prior to the commencement date of this Lease, such as paving, shall be considered to be the property of **MEDBUILDING**. All personal property or trade fixtures and equipment placed upon the Parking Premises and capable of removal may be removed by **TAMUS**, provided however, all costs associated with such removal and all repairs necessary to correct any damage caused by such removal must be paid by **TAMUS**.

ARTICLE V
CONDITION OF PARKING PREMISES

Section 5.01. **TAMUS** has inspected the Parking Premises, accepts the Parking Premises in an "As-Is" condition and, has made its own determination as to the suitability of the Parking Premises for **TAMUS'** uses.



ARTICLE VI
USE OF PARKING PREMISES

Section 6.01. **MEDBUILDING** and **TAMUS** agree the Parking Premises will be used for parking and other activities associated with operation of the Baylor College of Dentistry.

Section 6.02. **TAMUS** will promptly and fully comply with all applicable laws, regulations or other requirements, now or hereafter in force, of all federal, state and/or local governmental bodies and agencies which have jurisdiction over the Parking Premises and **TAMUS'** use of the Parking Premises and any and all conditions of any permit or license issued by any such body or agency in connection with **TAMUS'** use of the Parking Premises.

Section 6.03. **TAMUS** expressly agrees that the Parking Premises will not be used for any unlawful purposes nor will **TAMUS** cause, maintain, or permit any nuisance on or about the Parking Premises, or commit or suffer to be committed any waste of or on the Parking Premises.

Section 6.04. **MEDBUILDING** agrees **TAMUS**, by observing and performing all of the covenants of this Lease, may peaceably have, hold, occupy, use, and enjoy the Parking Premises during the term of this Lease, and may exercise all its rights under this Lease.

ARTICLE VII
CONSTRUCTION BY TAMUS

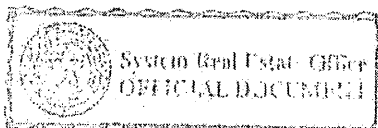
Section 7.01. **TAMUS** will make no major alterations, additions, or changes to the Parking Premises without prior notice to and prior written consent of **MEDBUILDING**.

Section 7.02. It is expressly understood **MEDBUILDING** will not be responsible for any of the expenses or contractual obligations of **TAMUS** associated with improvements to the Parking Premises.

ARTICLE VIII
MAINTENANCE AND REPAIRS

Section 8.01. **TAMUS** will promptly give **MEDBUILDING** written notice of any damage to the Parking Premises. **TAMUS** shall be responsible for all repairs during the term of the Lease. **TAMUS** except as provided in the preceding sentence, unless otherwise expressly stipulated in this Lease may, but is not required to, make improvements or repairs to the Parking Premises during the term of this Lease.

Section 8.02. **MEDBUILDING**, its agents and representatives, may enter upon all parts of the Parking Premises at all reasonable hours for purposes of inspection, cleaning, repairs, or alterations that may be necessary or desirable to maintain the Parking Premises. In the event entry is necessary due to emergency, **MEDBUILDING** will notify **TAMUS** as soon as reasonably practical to do so.



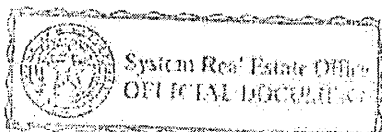
ARTICLE IX
DESTRUCTION OF PARKING PREMISES

Section 9.01. If the Parking Premises is totally or partially destroyed or damaged by any risk or casualty, or the right of ingress or egress is impaired to such extent the Parking Premises is rendered unfit for the use permitted, or should any agency, department, official or governmental body with jurisdiction determine the Parking Premises is unsuitable for such use, **MEDBUILDING** or **TAMUS** has the right, but not the obligation, to terminate this Lease by giving the other written notice at any time within ninety (90) calendar days after such party has received written notice of such damage, destruction, or notification by a third party except that if **MEDBUILDING** elects to repair or restore the Parking Premises, this Lease will continue in full force and such repairs and restoration will be made within a reasonable time, subject to shortages of labor or materials, acts of god, and other conditions beyond **MEDBUILDING**'s reasonable control. Under those circumstances, Rent will abate proportionately to the extent and for the period of time that any portion of the Parking Premises is not suitable for the use permitted. In the event this Lease is so terminated, **MEDBUILDING** shall refund to **TAMUS** the prepaid unearned Rent, if any, less any sums then owing to **MEDBUILDING** by **TAMUS** or **TAMUS** shall pay all Rent and other sums owed to **MEDBUILDING** up to the date of such termination.

Section 9.02. If the Parking Premises is damaged by casualty resulting from the misconduct or negligence of **TAMUS** or its respective agents, employees, licensees, or invitees, such damage will be repaired by and at the expense of **TAMUS** under the direction and supervision of **MEDBUILDING**, and Rent will continue without abatement. If the Parking Premises is damaged as a result of the misconduct or negligence of **MEDBUILDING**, its agents, employees, licensees, or invitees, **MEDBUILDING** shall reimburse **TAMUS** for that portion of prepaid unearned Rent.

ARTICLE X
INSURANCE

Section 10.01. **MEDBUILDING** will, at its sole expense, subject to the terms of Section 3.05, maintain insurance for protection of her interest in the Parking Premises, but **MEDBUILDING** has no obligation to provide property, liability or any other insurance to cover the interests of **TAMUS** or its respective agents, employees, licensees, invitees, representatives, successors, or assigns. Neither party is entitled to receive any proceeds of any insurance the other party may maintain on the Parking Premises, tenant improvements, nor other property maintained at the Parking Premises. No insurance carrier of either party has a right of subrogation against the other party to this Lease.



ARTICLE XI
ASSIGNMENT

Section 11.01. TAMUS will not transfer, assign, or otherwise dispose of all or any portion of its rights under this Lease, without the prior express written consent of MEDBUILDING, such consent may be granted or withheld at MEDBUILDING's sole option or discretion.

ARTICLE XII
PARTY NOT LIABLE FOR OTHER'S NEGLIGENCE

Section 12.01. Neither MEDBUILDING nor TAMUS is liable for the negligent acts or omissions of the other party, its officers, employees, licensees, invitees, or agents which cause the death, bodily injury, or illness of any person or damage to or destruction of any property. This Lease does not create a joint venture, partnership, agency, or other legal relationship between MEDBUILDING and TAMUS other than one of lessor and lessee.

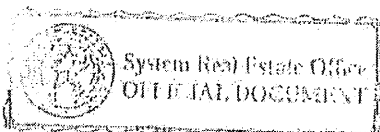
ARTICLE XIII
DEFAULT AND REMEDIES

Section 13.01. Each of the following acts, omissions, or occurrences constitutes an "Event of Default."

- (a) Failure or refusal by TAMUS to timely pay Rent or any other sums when due, after written notice and thirty (30) days opportunity to cure;
- (b) Failure or refusal by TAMUS to timely and fully perform or observe any covenant, duty, or obligation of this Lease, for a period of thirty (30) days after TAMUS' receipt of written notice of such failure or refusal;
- (c) Abandoning or vacating the Parking Premises or any significant portion of it and failure to fully cure such abandonment or vacating within thirty (30) days after written notice from MEDBUILDING.

Section 13.02. If an Event of Default occurs and remains uncured within the time period provided above, MEDBUILDING may, at her option, in addition to all other rights and remedies provided or in law or equity, cancel this Lease by sending written notice of such termination, in accordance with Section 16.01, to TAMUS. TAMUS will immediately surrender possession of the Parking Premises to MEDBUILDING.

Section 13.03. Failure or refusal by MEDBUILDING to timely and fully perform or observe any covenant, duty or obligation of MEDBUILDING under this Lease for a period of thirty (30) days after MEDBUILDING's receipt of written notice of such failure or refusal will be an "Event of Default" by MEDBUILDING. If MEDBUILDING fails to cure any default



after notice, or after having commenced fails to exercise reasonable diligence to complete such cure, TAMUS may, at its option, in addition to all other rights and remedies in this Lease or in law or equity, terminate this Lease by sending written notice to MEDBUILDING in accordance with Section 16.01.

Section 13.04. In any circumstance where MEDBUILDING enters upon the Parking Premises, whether for the purpose of curing any default of TAMUS, repairing damage resulting from casualty, or as otherwise permitted by this Lease or by law to go upon the Parking Premises, no such entry will constitute an eviction or disturbance of TAMUS' use and possession of the Parking Premises or a breach by MEDBUILDING or render MEDBUILDING liable for damages or grant TAMUS any right of off-set or recoupment or other remedy, except to the extent such damages are the result of the willful misconduct or gross negligence of MEDBUILDING.

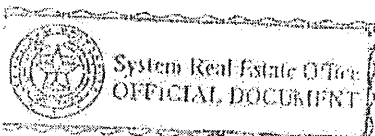
Section 13.05. If either party is required to cure a default and such party has initiated efforts to cure within the thirty (30) day period, but such cure cannot be reasonably completed in thirty (30) days, then such party is entitled to a reasonable amount of time to commence such cure and diligently pursue such cure to completion.

ARTICLE XIV WAIVER

Section 14.01. No right, remedy, covenant, duty, or obligation of MEDBUILDING or TAMUS can be waived unless such waiver is in writing and signed by the party making such waiver. Failure to complain of any action, inaction, or Event of Default will not constitute a waiver of any breach or a waiver of any rights. Waiver of any Event of Default will not constitute a waiver of rights regarding either a prior or subsequent default of the same obligation or for any prior or subsequent Event of Default of any other obligation.

ARTICLE XV NOTICES

Section 15.01. Any notice required or permitted under this Lease must be in writing, and shall be deemed to be delivered upon the first to occur of (a) actual receipt or (b) the 3rd day after the date of deposit with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, overnight commercial delivery service, facsimile transmission (if the receiving party has designated, or hereafter designates, a fax number for receipt of notice hereunder), or email (if the receiving party has designated, or hereafter designates, an email address for receipt of notice hereunder) and will be effective when actually received. TAMUS and MEDBUILDING can change their respective notice address by sending to the other party a notice of the new address in accordance with this Section 16.01. Notices should be addressed as follows:



If to **MEDBUILDING:**

MedBuilding Ltd.
c/o Worsham Realty, LLC
Attn: Gary Worsham
11700 Preston Road
Suite 660, PMB 386
Dallas, Texas 75230
Ph: (214) 797-5651

If to **TAMUS:**

Texas A&M University Health Science Center
Attn: Barry C. Nelson
8441 SH-47
Bryan, Texas 77807
Ph: (979) 436-9203

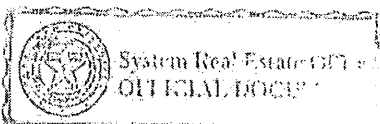
Texas A&M University Health Science Center
Baylor College of Dentistry
Facilities Services
Attn: Dale Christensen
3302 Gaston Avenue
Dallas, Texas 75246

with copy to:

Office of General Counsel
Attn: System Real Estate
301 Tarrow, 6th Floor
College Station, Texas 77840-7896
Ph: (979) 458-6350

ARTICLE XVI
LAWS AND VENUE

Section 16.01. The validity of this Lease and all matters pertaining to this Lease, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. This Lease is performable in Dallas County, Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against **TAMUS** shall be in the county in which the primary office of the chief executive officer of **TAMUS** is located.



ARTICLE XVII
STATE CONTRACTING REQUIREMENTS

Section 17.01. **MEDBUILDING** certifies that, upon the effective date of this Lease, either **MEDBUILDING** (1) is not delinquent in payment of State of Texas corporate franchise taxes, or (2) is not subject to the payment of such taxes. **MEDBUILDING** agrees that any false statement with respect to franchise tax status shall be a material breach, and **TAMUS** may terminate this Lease upon written notice to **MEDBUILDING**.

Section 17.02. **MEDBUILDING** expressly acknowledges that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment, agreement, or court order as to any existing delinquency. Pursuant to Section 231.006, *Texas Family Code*, **MEDBUILDING** certifies that the individual or business entity named in this Lease is not ineligible to receive payment from the state and acknowledges that this Lease may be terminated and payment may be withheld if this certification is inaccurate.

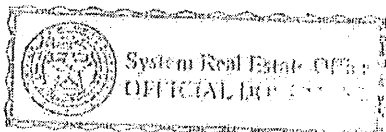
Section 17.03. Official Relationships. **MEDBUILDING** acknowledges that Texas law prohibits contracts between **TAMUS** and its officers, and such prohibition extends to contracts with any partnership, corporation or other organization in which any such officer has an interest. **MEDBUILDING** certifies (and this Lease is made in reliance on such certification) neither **MEDBUILDING** nor any person having an interest in this Lease by, through or under **MEDBUILDING**, is an officer of **TAMUS**.

Section 17.04. Debts or Delinquencies. Pursuant to Section 2252.903, *Texas Government Code*, **MEDBUILDING** agrees that any payments owing to **MEDBUILDING** under this Lease may be applied directly toward certain debts or delinquencies, if any, that **MEDBUILDING** owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Section 17.05. Franchise Tax Certification. If **MEDBUILDING** is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then **MEDBUILDING** certifies that it is not currently delinquent in the payment of any franchise taxes or that **MEDBUILDING** is exempt from the payment of franchise (margin) taxes. **MEDBUILDING** is not a taxable entity subject to such tax.

ARTICLE XVIII
CAPTIONS

Section 18.01. The captions in this Lease are included for reference only and are not considered a part of, and will not be used to modify, restrict, or enlarge any of the provisions of this Lease.



ARTICLE XIX
SEVERABILITY

Section 19.01. In the event any provision of this Lease is unenforceable for any reason, the unenforceability of such provision will not affect the remainder of this Lease, which remains in full force and effect in accordance with its terms.

ARTICLE XX
ENTIRE AGREEMENT

Section 20.01. This Lease constitutes the entire agreement between the parties. No oral or written representations or promises made by any person prior to or contemporaneous with the execution of this instrument are binding on either party. This Lease will not be amended, changed or extended except by written instrument signed by both parties.

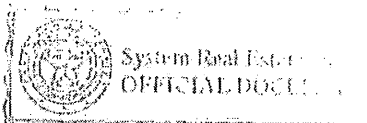
ARTICLE XXI
LOSS OF FUNDING

Section 21.01. Performance by TAMUS under this Lease may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds then TAMUS will issue written notice to MEDBUILDING and either MEDBUILDING or TAMUS may terminate this Lease by giving written notice of termination to the other party and thereafter, neither party will have further duty or obligation hereunder except as to any then existing unfulfilled obligations hereunder. MEDBUILDING acknowledges that appropriation of funds is beyond the control of TAMUS.

ARTICLE XXII
NON-WAIVER PROVISIONS

Section 22.01. MEDBUILDING expressly acknowledges TAMUS is an agency of the State of Texas and nothing in this Lease will be construed as a waiver or relinquishment by TAMUS of its right to claim such exemptions, privileges, and immunities as may be provided by law.

[SIGNATURES FOLLOW ON NEXT PAGE]



EXECUTED in duplicate originals this 9th day of April, 2013 by
MEDBUILDING.

MEDBUILDING LTD., a Texas limited partnership c/o
WORSHAM REALTY, LLC, a Texas limited liability
company

By: MEDBUILDING MANAGEMENT COMPANY,
LLC, a Texas limited liability company, as its
general partner

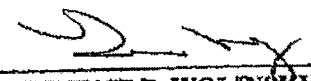
By: 
RAYMON AGGARWAL
President

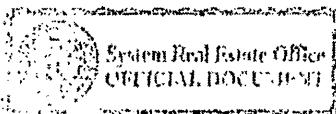
EXECUTED in duplicate originals this _____ day of _____, 2013 by
TAMUS.

BOARD OF REGENTS OF THE TEXAS A&M
UNIVERSITY SYSTEM, an agency of the State of Texas,
for the use and benefit of The Texas A&M University
System Health Science Center

By: _____
BARRY C. NELSON
Vice President for Finance and Administration
The Texas A&M University System Health Science
Center

RECOMMEND APPROVAL:


LAWRENCE E. WOLINSKY, DMD, PH.D.
Dean
The Texas A&M University System Health Science Center
Baylor College of Dentistry



EXECUTED in duplicate originals this 9th day of April, 2013 by
MEDBUILDING.


MEDBUILDING LTD., a Texas limited partnership c/o
WORSHAM REALTY, LLC, a Texas limited liability
company

By: MEDBUILDING MANAGEMENT COMPANY,
LLC, a Texas limited liability company, as its
general partner

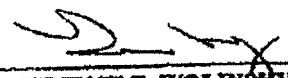
By: 
RAYMON AGGARWAL
President

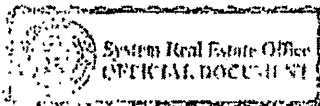
EXECUTED in duplicate originals this 19th day of April, 2013 by
TAMUS.

BOARD OF REGENTS OF THE TEXAS A&M
UNIVERSITY SYSTEM, an agency of the State of Texas,
for the use and benefit of The Texas A&M University
System Health Science Center

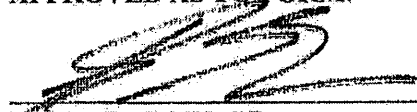
By: 
BARRY C. NELSON
Vice President for Finance and Administration
The Texas A&M University System Health Science
Center

RECOMMEND APPROVAL:


LAWRENCE E. WOLINSKY, DMD, PH.D.
Dean
The Texas A&M University System Health Science Center
Baylor College of Dentistry



APPROVED AS TO FORM:



EDDIE D. GOSE, J.D.

Assistant General Counsel

Office of General Counsel

The Texas A&M University System

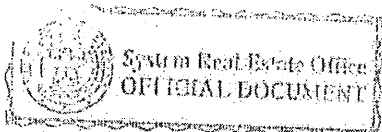
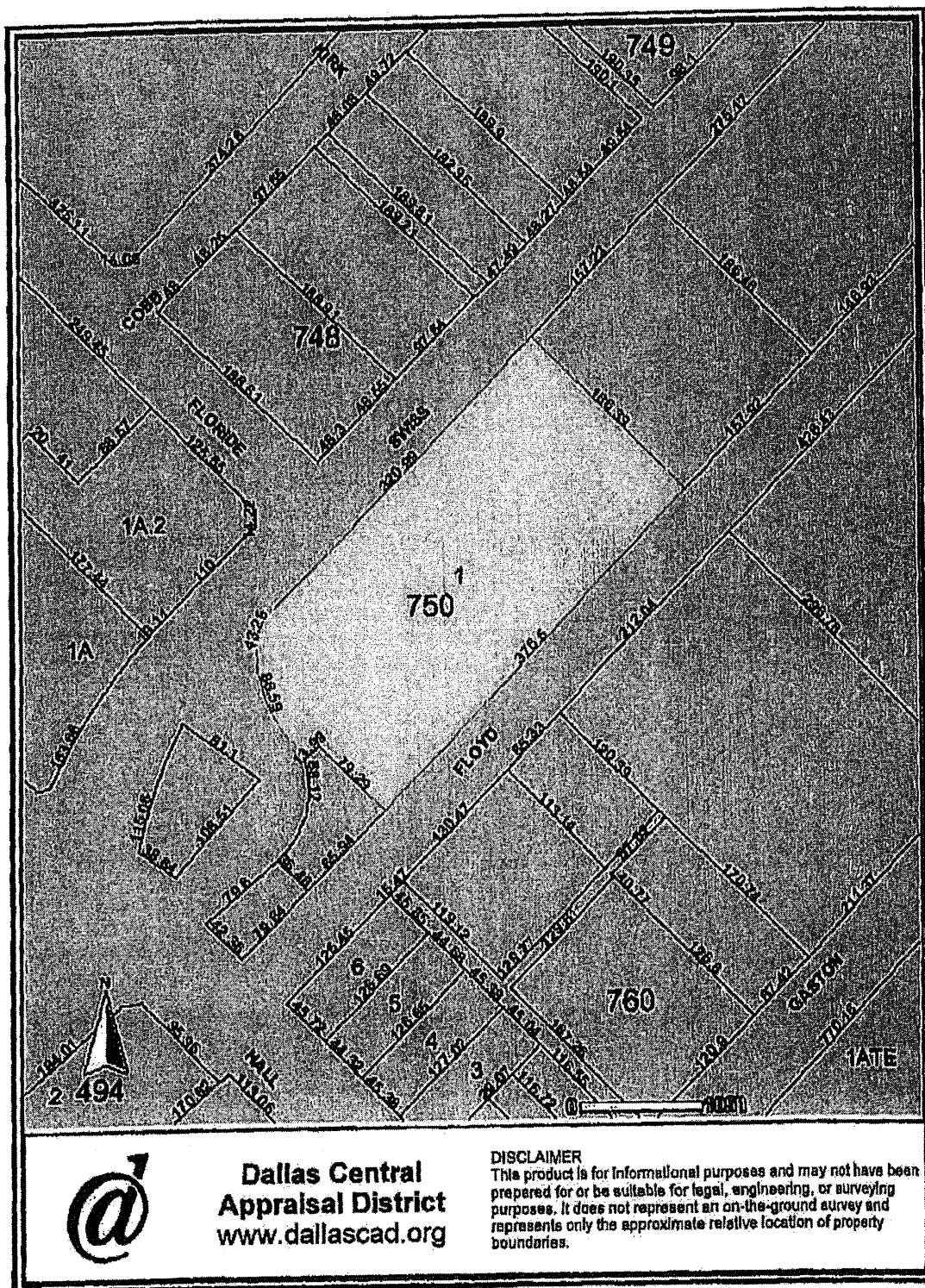


EXHIBIT "A"




[Home](#) | [Find Property](#) | [Contact Us](#)
Commercial Account #000750000A0010000
[Location](#) [Owner](#) [Legal Desc](#) [Value](#) [Improvements](#) [Land](#) [Exemptions](#) [Estimated Taxes](#) [Building Footprint](#) [History](#)
Location (Current 2013)

Address: 3434 SWISS AVE
Market Area: 0
Mapsc0: 45-H (DALLAS)

Legal Desc (Current 2013)

1: SWISS MEDBUILDING
2: BLK A/750 LT 1 ACS 1.615
3:
4: CO-DALLAS
5: 0750 00A 00100 3DA0750 00A
Deed Transfer Date: 4/20/1988

Customer Service Survey

Enter PIN:

DCAD Property Map
[View Photo](#)
2012 Appraisal Notice
Electronic Documents (ENS)

[Print Homestead Exemption Form](#)

[YAHOO! Maps](#)
Owner (Current 2013)

SWISS AVE MEDICAL BLDG
3434 SWISS AVE
DALLAS, TEXAS 752046251

Multi-Owner (Current 2013)

Owner Name	Ownership %
SWISS AVE MEDICAL BLDG	100%

Improvements (Current 2013)

#	Desc: MEDICAL OFFICE BUILDING	Total Area: 51,820 sqft	Year Built: 1966
1	Construction Construction: B-REINFORCED CONCRETE FRAME Foundation (Area): CONCRETE BEAM (8,190 sqft) Net Lease Area: 51,820 sqft # Stories: 4 # Units: 0 Basement (Area): FULL Heat: CENTRAL HEAT A/C: CENTRAL A/C	Depreciation Physical: 77% Functional: + 0% External: + 0% Total: = 77% Quality: GOOD Condition: GOOD	Appraisal Method INCOME
#	Desc: PARKING GARAGE	Total Area: 46,400 sqft	Year Built: 1966
	Construction Construction: B-REINFORCED CONCRETE FRAME Foundation (Area): PIERS (37,000 sqft)	Depreciation Physical: 80% Functional: + 0% External: + 0%	Appraisal Method INCOME

System Real Estate Office
OFFICIAL DOCUMENT

2	<p>Net Lease Area : 0 sqft # Stories: 2 # Units: 0 Basement (Area): UNASSIGNED Heat: UNASSIGNED A/C: UNASSIGNED</p>	<p>Total: = 80% Quality: AVERAGE Condition: GOOD</p>	
---	--	--	--

Land (2012 Certified Values)

#	State Code	Zoning	Frontage (ft)	Depth (ft)	Area	Pricing Method	Unit Price	Market Adjustment	Adjusted Price	Ag Land
1	COMMERCIAL IMPROVEMENTS	PLANNED DEVELOPMENT DISTRICT	0	0	70,349.0000 SQUARE FEET	STANDARD	\$10.00	0%	\$703,490	N

* All Exemption Information reflects 2012 Certified Values. *

Exemptions (2012 Certified Values)

No Exemptions

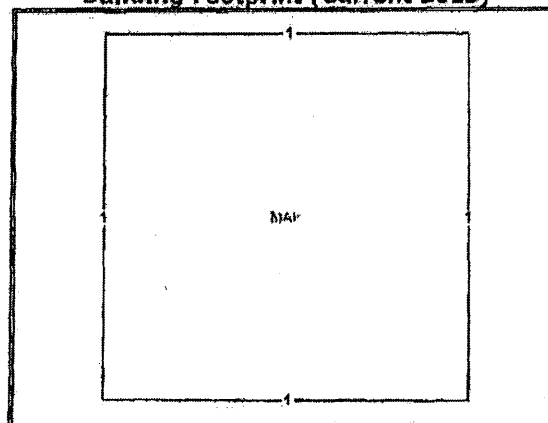
Estimated Taxes (2012 Certified Values)

	City	School	County and School Equalization	College	Hospital	Special District
Taxing Jurisdiction	DALLAS	DALLAS ISD	DALLAS COUNTY	DALLAS CO COMMUNITY COLLEGE	PARKLAND HOSPITAL	UNASSIGNED
Tax Rate per \$100	\$0.797	\$1.290347	\$0.253037	\$0.119375	\$0.271	N/A
Taxable Value	\$2,280,080	\$2,280,080	\$2,280,080	\$2,280,080	\$2,280,080	\$0
Estimated Taxes	\$18,172.24	\$29,420.94	\$5,769.45	\$2,721.85	\$6,179.02	N/A
Tax Ceiling					N/A	N/A
Total Estimated Taxes:						\$62,263.49

DO NOT PAY TAXES BASED ON THESE ESTIMATED TAXES. You will receive an **official tax bill** from the appropriate agency when they are prepared. Taxes are collected by the agency sending you the **official tax bill**. To see a listing of agencies that collect taxes for your property. [Click Here](#)

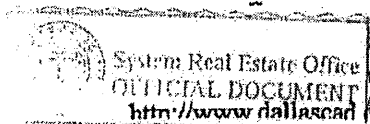
The estimated taxes are provided as a courtesy and should not be relied upon in making financial or other decisions. The Dallas Central Appraisal District (DCAD) does not control the tax rate nor the amount of the taxes, as that is the responsibility of each Taxing Jurisdiction. Questions about your taxes should be directed to the appropriate taxing jurisdiction. We cannot assist you in these matters. These tax estimates are calculated by using the most current certified taxable value multiplied by the most current tax rate. It does not take into account other special or unique tax scenarios. If you wish to calculate taxes yourself, you may use the TaxEstimator to assist you.

Building Footprint (Current 2013)



History

History


<http://www.dallascad.org/AccountDetailCom.aspx?ID=000750000A0010000>

3/25/2013



Glenn Hegar
Texas Comptroller of Public Accounts




DEBARRED VENDOR LIST

The following vendors shown below are debarred from doing business with the State of Texas, effective from the date of debarment for the length of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in Rule §20.102(b)(4).

Vendor ID Number	Vendor Name/Address	Date of Debarment	Length of Debarment
1562456928900	Smith Housewares and Restaurant Supplies 500 Erie Blvd. Syracuse, NY 13202	November 12, 2014	5 Years
1743261315000	Walker's Electric Company 1520 Park St Beaumont TX 77701 Also: Walkers Electric Company Calvin G. Walker Stacy Walker	August 28, 2012	5 Years
1272447273800	Walker Electric Company, LLC 1520 Park St. Beaumont TX 77701-5527 Also: Walkers Electric Company Calvin G. Walker Stacy Walker	August 28, 2012	5 Years
1760677671800	Texas Code Blue 5550 Eastex Fwy, Suite # L Beaumont, TX 77708-5300	October 24, 2016	5 Years

Download Debarred Vendor List [comptroller.texas.gov/purchasing/docs/debarred-vendor-list.pdf].

Federal Exclusion

Agencies and co-op members may wish to check the list of vendors excluded from doing business on the federal level. The System for Award Management, or SAM , can be used as a resource for purchasing entities.

According to Statewide Procurement Division rules, other debarment activities from other entities may be considered as possible indicators of vendor responsibility.

Vendor Information on Payments

The Search State Payments Issued application provides vendors with payment details.

They can also sign up in the application for Advance Payment Notification.

Texas Government Code §2155.077 [↗](#)

Texas Administrative Code: 34 TAC §20.101, §20.102, §20.105, §20.106 and §20.107 [↗](#).

VISUAL COMPLIANCE RESTRICTED PARTY SCREENING

Search criteria: **Baylor Health Care Systems** (Exact match)
[Export, Sanctions, GSA, Police, PEP and International data groups]

Date of search: **Monday, November 28, 2016**

Time of search: **02:48 PM EDT**

Report created by: **SUSAN WARREN, TEXAS A&M - HEALTH SCIENCE CENTER**

NO MATCHING RECORDS FOUND

AUTHORITIES:

- Department of Commerce Denied Persons [BIS]
- Department of Commerce Entity List [BIS]
- Department of Commerce "Unverified" List [BIS]
- Department of State Arms Export Control Act Debarred Parties [DDTC]
- Department of State Munitions Export Control Orders [DDTC]
- Department of State Nonproliferation Orders
- Department of State Iran Sanctions (ISA and TRA)
- WMD Trade Control Designations [OFAC]
- Department of State Designated Terrorist Organizations
- Department of State Terrorist Exclusion List
- Palestinian Legislative Council List [OFAC]
- Federal Register General Orders
- Specially Designated Nationals and Blocked Persons [OFAC]
- Foreign Sanctions Evaders List (FSE-IR) [OFAC]
- Sectoral Sanctions Identifications List (UKRAINE-EO13662) [OFAC]
- Persons Identified as Blocked Solely Pursuant to Executive Order 13599 [OFAC]
- United Nations Consolidated List
- GSA Parties Excluded from Federal Procurement Programs [SAM/EPLS]
- GSA Parties Excluded from Federal Nonprocurement Programs [SAM/EPLS]
- GSA Parties Excluded from Federal Reciprocal Programs [SAM/EPLS]
- Air Force Special Investigations - Top Ten Fugitives
- Alcohol, Tobacco, Firearms and Explosives Most Wanted
- FBI Ten Most Wanted Fugitives
- FBI Most Wanted Terrorists
- FBI Kidnappings and Missing Persons
- FBI Seeking Information
- FBI Wanted Fugitives
- Food and Drug Administration - Clinical Investigators
- Food and Drug Administration - Debarment List
- Food and Drug Administration - Disqualified and Restricted
- Homeland Security Investigations Most Wanted
- Naval Criminal Investigative Service - Wanted Fugitives
- U.S. Immigration and Customs Enforcement Most Wanted
- U.S. Drug Enforcement - Major International Fugitives
- U.S. Marshals Service - Major Fugitive Cases
- U.S. Marshals Service - Top 15 Most Wanted
- Office of Research Integrity PHS Administrative Actions
- U.S. Postal Inspection Service - Most Wanted
- U.S. Secret Service Most Wanted
- OIG Entities Excluded from Federal Health and Medicare Programs
- CIA Chiefs of State and Cabinet Members of Foreign Governments [Politically Exposed Persons]
- Japan Foreign End-Users of Concern
- Kingdom of Saudi Arabia Wanted Militants
- CPSEP Listed Entities
- Australia Foreign Affairs Consolidated List
- European Union Consolidated List
- Interpol Recently Wanted
- HM Treasury Consolidated List [England]
- Canadian Economic Sanctions
- Canadian Border Services Agency Wanted List
- RCMP Wanted Fugitives
- FinCEN (USA PATRIOT Act) Section 311 - Special Measures
- World Bank Listing of Ineligible Firms
- OSFI Consolidated List - Entities
- OSFI Consolidated List - Individuals
- OSFI Warning List