

## TEXAS GENERAL LAND OFFICE

GEORGE P. BUSH, COMMISSIONER

March 12, 2015

## VIA EMAIL, FACSIMILE AND CERTIFIED MAIL, RRR

Ellen McCaffrey President General, DRT 510 East Anderson Lane. Austin, TX 78752

Fax: 512-339-1998

Email: drt.president.general@gmail.com

## Dear Ms. McCaffrey:

Pursuant to Section 2.03 of the Second Amended Management and Operating Agreement between the GLO and the DRT ("Agreement"), the GLO hereby elects to terminate the Agreement for cause, such termination to be effective one-hundred twenty (120) days from the date of this letter (i.e., July 10, 2015). The basis for such termination includes, without limitation, the following grounds:

- 1. Failure to operate under the Agreement in such a manner as to enhance the Alamo Complex without placing significant financial demands on GLO (Section 2.01(c)).
- 2. Failure to execute a separate agreement regarding the operation of the Alamo Research Center f/k/a the DRT Library and the contents therein (Section 2.1(i)).
- 3. Termination of DRT Senior Staff Level position without GLO approval (Section 4.02(b)).
- 4. Failure to submit a Succession Plan (Section 4.02(e)(v)).
- 5. Failure to submit for GLO approval a policy regarding protection of visitors' rights at the Alamo Complex and a complaint resolution program (Section 4.02(g)).
- 6. Failure to prepare, maintain and operate the Alamo under an Annual Management Plan (Section 4.04).
- 7. Failure to manage and operate the Alamo Complex in a good and prudent matter and in accordance with generally accepted Alamo Complex type facility practices (Section 4.04).
- 8. Failure to maintain, separately from the DRT, in good form, a record of all personnel related issues and correspondences relative to the management or operation of the Alamo Complex (Section 4.13(b)).
- 9. Failure to submit a risk management and loss prevention program (Section 7.02).

10. Failure to keep the Alamo in good order and repair consistent with the age and condition of the Alamo Complex and, with reasonable promptness, make all necessary and appropriate repairs thereto (Section 7.06).

As per our conversation, I look forward to working with you and the DRT to find a mutually agreeable means of cataloging and assigning the contents of the Alamo Research Center. Additionally, during this transition, the DRT should continue to deposit all Alamo-related revenues into the Alamo account maintained by the Texas Comptroller.

The GLO also is in the process of reviewing all contracts between the DRT and outside vendors. Therefore, I respectfully request that DRT not enter into any new contracts or renew any existing contracts relating to the Alamo Complex without the written consent of the GLO. Please also honor any instructions provided by the GLO's new Alamo Director, Becky Dinnin, during this transition.

My staff and I look forward to working with you in a collaborative manner to smoothly transition operations over the next 120 days, all the while honoring DRT's longstanding contributions to the Alamo.

Sincerely,

GEORGE P. BUSH

Commissioner, General Land Office

CC: General Counsel, DRT (via facsimile and CMRRR)

510 East Anderson Lane.

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Larry Laine, GLO Anne Idsal, GLO Becky Dinnin, GLO