

AGREEMENT FOR LEASE OF SPACE

This Agreement for Lease of Space (this "Lease") is by and between **BETTY J. ROY**, as the landlord ("**LANDLORD**") and the **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, an agency of the State of Texas, as the tenant ("**A&M SYSTEM**"), for the use and benefit of Texas A&M Forest Service ("**TFS**").

ARTICLE 1 PREMISES

1.01 Exclusive Use. **LANDLORD**, in consideration of the mutual covenants and obligations of this Lease, hereby leases to **A&M SYSTEM** the exclusive use of the following described property:

1,955 square feet of space (the "Premises") situated in the building located at 2705 Gilmer Road, Longview, Gregg County, Texas (the "Building"), as depicted on Exhibit "A" attached hereto.

A&M SYSTEM, its employees, agents, representatives, clients, and other persons using its services are granted the non-exclusive use of the common areas in the Building.

1.02 Tenant Improvements. Intentionally deleted.

1.03 Quiet Enjoyment. **LANDLORD** covenants and agrees that so long as **A&M SYSTEM** is not in default under the terms of this Lease, **A&M SYSTEM** shall peaceably and quietly have, hold and enjoy the Premises for the term of this Lease.

1.04 Taxes. **LANDLORD** is solely responsible for any ad valorem property taxes and assessments, or other taxes and assessments levied against the Premises and/or the Building.

1.05 Utilities. **A&M SYSTEM** is responsible for all charges for electricity serving the Premises. **LANDLORD** is responsible for charges for water and sewer serving the Premises.

1.06 Trash and Janitorial Services. **A&M SYSTEM**, at **A&M SYSTEM**'s sole cost, will be responsible for all trash pick-up and the provision of janitorial services.

1.07 Extermination Services. **LANDLORD**, at **LANDLORD**'s sole cost, will provide extermination services to the Premises at intervals specified by **LANDLORD** in writing to **A&M SYSTEM**. If the specified intervals are not sufficient to eradicate pests, **LANDLORD** will provide additional extermination service upon **A&M SYSTEM**'s request.

1.08 Telephone and Internet Services. **LANDLORD** will provide, as currently installed, telephone conduits necessary for **A&M SYSTEM**'s use of the Premises. **A&M SYSTEM** is responsible for all other equipment, fees, costs, and expenses related to providing telecommunication and internet service.

ARTICLE 2 TERM

2.01 Initial Term. The term of this Lease will be 60 months, commencing on August 1, 2022 (the "Commencement Date"), and ending on July 31, 2027 (the "Term"), unless sooner terminated in accordance with the terms of this Lease.

2.02 Early Termination. A&M SYSTEM may terminate this Lease, with or without cause, by sending LANDLORD 90 calendar days' written notice of A&M SYSTEM's intent to terminate.

2.03 Property Removal. Upon the termination of this Lease for any reason, A&M SYSTEM shall have the right to remove its equipment and personal property from the Premises, and shall leave the Premises clean and in a condition equal to the condition which existed on the Commencement Date, normal wear and tear excepted, and except for any damage caused by LANDLORD, its employees, agents and contractors. A&M SYSTEM may remove any fixtures or improvements which it constructed on the Premises so long as such removal does not materially damage the Building or the Premises. All movable equipment, furnishings, fixtures, apparatus and personal property may be removed in a manner so as to cause as little damage, as is reasonably possible, to the Building and the Premises.

ARTICLE 3 RENT

3.01 Rent. During the Term of this Lease, A&M SYSTEM agrees to pay to LANDLORD, no later than the fifth day of each month, rent in the amount of \$1,750 per month; provided that the first monthly payment is due on or before the Commencement Date. Rent is payable in advance and rent for any partial month shall be prorated.

→ 3.02 Availability of Funding. This Lease may be contingent upon the continuation of state or federally funded programs, the appropriation of funds by the Texas Legislature and/or the availability of specific funds to cover the full term and cost of this Lease. In the event a curtailment of state or federally funded programs occurs, state appropriations are curtailed or withdrawn, or in the event specific funds are unavailable to A&M SYSTEM, A&M SYSTEM may terminate this Lease upon written notice to LANDLORD, or may assign this Lease, or sublet the Premises, or any part of the Premises, to another agency of the State of Texas, without further duty or obligation hereunder. LANDLORD acknowledges that appropriation of funds is beyond the control of A&M SYSTEM.

ARTICLE 4 COVENANTS AND OBLIGATIONS OF LANDLORD

4.01 Title to Premises. LANDLORD covenants and agrees that it has good and sufficient title and exclusively holds the authority, right, and ability to rent, lease, or otherwise furnish the Premises to A&M SYSTEM. Additionally, LANDLORD warrants that the person

executing this Lease on behalf of **LANDLORD** is authorized to do so, and that such person has the capacity to do so.

4.02 Authority. **LANDLORD** warrants and represents that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization, and is duly authorized to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Lease, and the individual executing this Lease on behalf of **LANDLORD** has been duly authorized to act for and bind **LANDLORD**.

4.03 Compliance. **LANDLORD** warrants and guarantees that **A&M SYSTEM's** intended use of the Premises as office space and storage does not violate any current city, state or local ordinance or statute or any restriction placed on the Building.

4.04 Environmental Condition. **LANDLORD** warrants and represents that any use, storage, treatment or transportation of hazardous substances or materials that have occurred in or on the Premises prior to the Commencement Date has been in compliance with all applicable federal, state and local laws, regulations and ordinances. **LANDLORD** additionally warrants and represents that no release, leak, discharge, spill, disposal, or emission of hazardous substances or materials has occurred in, on, or under the Premises, and that the Premises are free of hazardous substances and materials as of the Commencement Date.

LANDLORD shall indemnify **A&M SYSTEM** 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 **A&M SYSTEM** or **A&M SYSTEM's** agents, employees, contractors, or invitees. Without limitation of the foregoing, this indemnification includes 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 **A&M SYSTEM**, **A&M SYSTEM'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.

ARTICLE 5 MAINTENANCE

5.01 LANDLORD's Maintenance Obligations. LANDLORD shall maintain the Building (expressly including the common areas, parking and landscaping) and the Premises in a first-class, clean, and safe condition, shall not permit or allow to remain any waste or damage to any portion of the Building or the Premises, and shall promptly repair any damage, except damage arising from the act or negligence of A&M SYSTEM, its agents or employees, which shall be the responsibility of A&M SYSTEM. For emergency and security purposes, and for maintaining the Premises, LANDLORD reserves the right, upon not less than 24 hours' notice to A&M SYSTEM (if possible), to enter and inspect the Premises and to make any necessary repairs or adjustments.

5.02 LANDLORD's Failure to Maintain. In the event LANDLORD fails to maintain the Building and the Premises as required, A&M SYSTEM shall give written notice thereof to LANDLORD and if LANDLORD fails to commence such maintenance within 10 days following receipt of such notice or neglects to prosecute the completion of such maintenance with reasonable diligence, A&M SYSTEM may perform such maintenance. A&M SYSTEM may, in the event of an emergency, immediately make those repairs reasonably necessary to secure the Premises. The costs incurred by A&M SYSTEM, shall be paid by LANDLORD to A&M SYSTEM upon demand and if not paid to A&M SYSTEM within 30 days after receipt by LANDLORD of a statement therefore, A&M SYSTEM may deduct such cost from subsequent installments of rent. A&M SYSTEM shall also have the remedies set forth in Article 12.

ARTICLE 6 CONDEMNATION

If a condemnation proceeding results in a partial taking of the Premises, and the remainder of the Premises is useful to A&M SYSTEM as determined by A&M SYSTEM in its sole discretion, then the rent specified in Article 3.01 will be equitably adjusted as of the date of the taking of possession by the condemning authority. If a condemnation proceeding results in a total taking of the Premises, then all rent and charges will be prorated to the date of the taking of possession by the condemning authority and this Lease will be terminated. Alternatively, if LANDLORD is able to provide space suitable for A&M SYSTEM's use, in A&M SYSTEM's sole opinion, A&M SYSTEM may elect to rent such space under the same terms, conditions, and rental amount as this Lease.

ARTICLE 7 DAMAGES

7.01 Damages to the Building or the Premises. If the Building or the Premises are damaged by fire or other casualty, and A&M SYSTEM determines in its sole discretion that it is prevented from using the Premises in a manner reasonably comparable to its use immediately before such fire or other casualty, A&M SYSTEM may terminate this Lease by written notice to LANDLORD delivered within 30 days following the date of such fire or other casualty. If A&M SYSTEM opts not to terminate this Lease, then A&M SYSTEM shall give written notice to LANDLORD within that 30-day period, and LANDLORD shall, within 20 days following the

date of such written notice, commence to rebuild or restore the Premises to substantially the condition of the Premises prior to the fire or other casualty. If LANDLORD fails to complete the rebuilding or restoration within 60 days following the date of A&M SYSTEM's written notice, A&M SYSTEM shall have the right to terminate this Lease by written notice delivered to LANDLORD within 15 days following the end of that 60-day period. Alternatively, if LANDLORD is able to provide space suitable for A&M SYSTEM's use, in A&M SYSTEM's sole opinion, A&M SYSTEM may elect to rent such space under the same terms, conditions, and rental amount as this Lease, or upon such other terms, conditions and rent as the parties may agree.

7.02 Emergency Repairs. In the event that any damages to the Premises presents a threat to the health or safety of A&M SYSTEM, its employees, clients, representatives, agents, customers, or other persons frequenting the Premises, that are deemed of an emergency nature to repair, A&M SYSTEM shall notify LANDLORD immediately. LANDLORD shall then repair the damage or authorize A&M SYSTEM to repair said damage. In the event that any costs are incurred by A&M SYSTEM, LANDLORD shall reimburse A&M SYSTEM within 10 days following written demand from A&M SYSTEM accompanied by evidence of the costs incurred.

ARTICLE 8 **INSURANCE**

8.01 LANDLORD's Insurance Obligations. LANDLORD covenants and agrees that from and after the date of delivery of the Premises from LANDLORD to A&M SYSTEM, and during the term of this Lease or any renewal thereof, LANDLORD will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for (i) "All risk" property insurance for the Building on a full replacement cost basis and (ii) commercial general liability covering the Building, with limits of not less than \$1,000,000 combined single limit for personal injury and property damage as a result of negligence, willful misconduct, or other acts caused by the negligence of LANDLORD. LANDLORD shall deliver to A&M SYSTEM upon request a certificate evidencing such coverages. All such policies must be written by insurance companies authorized to do business in Texas and shall provide that A&M SYSTEM be provided with 10 days prior written notice of cancellation, reduction, or material change by the insurer.

8.02 A&M SYSTEM's Insurance Obligations. LANDLORD acknowledges that, because A&M SYSTEM is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of A&M SYSTEM 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 101 and 104), and that Workers' Compensation Insurance coverage for employees of A&M SYSTEM is provided by A&M SYSTEM as mandated by the provisions of the Texas Labor Code, Chapter 503. A&M SYSTEM shall have the right, at its option, to (a) obtain liability insurance protecting A&M SYSTEM and its employees and property insurance protecting A&M SYSTEM'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 A&M SYSTEM as a result of its operations under this Lease.

ARTICLE 9
ASSIGNMENT AND SUBLETTING

A&M SYSTEM agrees it will not, except as otherwise provided in this Lease, assign this Lease or sublet all or any part of the Premises to any member of The Texas A&M University System, any agency of the State of Texas, or to any private parties (persons or corporations) without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld or delayed.

ARTICLE 10
COMPLIANCE WITH STATE AND FEDERAL LAW

10.01 Accessibility. In signing this Lease, LANDLORD certifies that at the time the Premises become occupied by A&M SYSTEM and throughout the term of this Lease and any additional tenancy, LANDLORD will comply with The Texas Accessibility Standards regarding architectural barriers to persons with disabilities promulgated under Chapter 469, Texas Government Code as prepared and administered by the Texas Department of Licensing and Regulation ("TDLR"); the ADA Accessibility Guidelines promulgated under The Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. § 12181 *et seq.*

Neither A&M SYSTEM nor its occupying department have authority to waive any requirements of Chapter 469 of the Texas Government Code and any claim regarding such a waiver is expressly denied. Neither A&M SYSTEM, the occupying department, nor the TDLR have authority to waive any requirements of the federal Americans with Disabilities Act, and any claim regarding such waiver is expressly denied.

10.02 Child Support. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the 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 an agreement 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. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

10.03 Debts or Delinquencies. Pursuant to Section 2252.903, *Texas Government Code*, LANDLORD agrees that any payments owing to LANDLORD under this Lease may be applied directly toward certain debts or delinquencies that LANDLORD owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

10.04 Franchise Tax Certification. If LANDLORD is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then LANDLORD certifies that it is not

currently delinquent in the payment of any franchise taxes or that **LANDLORD** is exempt from the payment of franchise taxes.

10.05 Debarment. **LANDLORD** represents and warrants, to the best of its knowledge and belief, that neither **LANDLORD** nor any of its Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government's Excluded Parties List System. **LANDLORD** shall provide immediate written notice to **A&M SYSTEM** if, at any time **LANDLORD** learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Lease. If it is later determined that **LANDLORD** knowingly made a false representation, in addition to other remedies available to **A&M SYSTEM**, **A&M SYSTEM** may terminate this Lease.

ARTICLE 11 **DEFAULT BY A&M SYSTEM**

LANDLORD may terminate this Lease and enter upon and take possession of the Premises if **A&M SYSTEM** fails to perform, keep and observe any terms, covenants, or conditions required by this Lease to be performed by **A&M SYSTEM**, and such failure continues for 30 days following **A&M SYSTEM**'s receipt of written notice of such default.

ARTICLE 12 **DEFAULT BY LANDLORD**

If **LANDLORD** shall (i) fail to comply with any term, condition or covenant of this Lease that is required to be performed or observed by **LANDLORD**, or (ii) breach any of its representations and warranties set forth in this Lease, or if **A&M SYSTEM** is unable to use the Premises for more than 30 consecutive calendar days due to any law or any order, rule, or regulation of any competent governmental authority, and **LANDLORD** shall not cure or correct such failure, breach or condition within 30 days after receipt of written notice from **A&M SYSTEM** to **LANDLORD** (or, in the case of an emergency, within 24 hours after receipt of written or telephonic notice thereof given by **A&M SYSTEM** to **LANDLORD**), or, if such failure, breach or condition (other than an emergency situation as aforesaid) cannot reasonably be cured within said 30 day period, **LANDLORD** shall not have commenced to cure such failure or breach within said 30 days and shall not thereafter with reasonable diligence and in good faith proceed to cure such failure or breach, then **A&M SYSTEM**, in addition to any other remedy provided by law or in equity, may terminate this Lease and all of **A&M SYSTEM**'s obligations hereunder by giving written notice thereof to **LANDLORD** or, without being obligated to do so, **A&M SYSTEM** may cure or correct such default or breach for the account of **LANDLORD**, in which event all amounts expended or incurred by **A&M SYSTEM** (including reasonable attorneys' fees), together with interest thereon at the maximum rate of interest permitted by

applicable law from the date of advancement until repaid, shall be due and payable by **LANDLORD** to **A&M SYSTEM** within 10 days after demand. If **LANDLORD** fails to pay any amount due with the 10-day period, **A&M SYSTEM** may deduct such amounts from the rent due or to become due hereunder (in such order and manner as **A&M SYSTEM** may elect), and/or terminate this Lease by giving written notice thereof to **LANDLORD**, in which event all rent shall be apportioned as of the effective termination date, and any rent paid for any period beyond such date and all other prepaid charges or deposits paid by **A&M SYSTEM** to **LANDLORD** shall be refunded to **A&M SYSTEM**.

ARTICLE 13 **MISCELLANEOUS PROVISIONS**

13.01 Notices. Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The parties may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

LANDLORD: Betty J. Roy
2409 Northbrook
Longview, Texas 75605
Tel: 903-399-3663
Email: kpfeffer@cbandco.com

A&M SYSTEM: Texas A&M Forest Service
Attn: Alan Degelman
200 Technology Way, Suite 1120
College Station, Texas 77845
Tel: 979-458-7381
Email: adegelman@tfs.tamu.edu

With copy to: The Texas A&M University System
Office of Business Affairs
Attn: System Real Estate Office
301 Tarrow Street, 5th Floor
College Station, Texas 77840-7896
Phone: 979-458-6350
Email: sreo@tamus.edu

With copy to: The Texas A&M University System
Office of General Counsel
Attn: Property & Construction
301 Tarrow Street, 6th Floor
College Station, Texas 77840-7896

Phone: 979-458-6120
Email: property@tamus.edu

13.02 Force Majeure. Neither party is required to perform any term, condition, or covenant of this Lease, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

13.03 Governing Law. 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.

13.04 Venue. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against A&M SYSTEM shall be in the county in which the primary office of the chief executive officer of A&M SYSTEM is located.

13.05 Entire Agreement. This Lease and any document incorporated herein by reference constitutes the complete agreement of LANDLORD and A&M SYSTEM and supersedes any prior understanding or agreement, written or oral, between them regarding the issues covered by this Lease. This Lease may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their permitted successors or assigns.

13.06 Savings Clause. If any term, provision, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will not be affected, impaired or invalidated.

13.07 Brokerage Commissions. A&M SYSTEM shall not be liable for any brokerage or finder's fees or commissions.

13.08 Estoppel Certificates. Any statement or representation of A&M SYSTEM in any estoppel certificate delivered pursuant to this Lease that would modify the rights, privileges or duties of LANDLORD or A&M SYSTEM hereunder shall be of no force and effect and may not be relied on by any person.

13.09 Rules and Regulations. A&M SYSTEM agrees to abide by any and all reasonable rules and regulations promulgated by LANDLORD for the proper operation of the Building provided all such rules and regulations are consistent and are uniformly applied to all tenants of the Building. All rules and regulations promulgated subsequent to commencement of this Lease must be submitted to A&M SYSTEM for consideration and comment at least 30 calendar days prior to implementation.

13.10 Waiver. The failure of LANDLORD or A&M SYSTEM 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.

13.11 Successors and Assigns. This Lease and each and all of its covenants, obligations and conditions shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of **LANDLORD**, and the successor and assigns of **A&M SYSTEM**.

13.12 Right to Audit. **LANDLORD**, must at all times during the Term of this Lease, at **LANDLORD**'s sole cost, retain accurate and complete financial records, supporting documents, and any other records or books relating to this Lease. **LANDLORD** must retain these records for a period of seven years after the expiration of this Lease, or until **A&M SYSTEM** or the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), is satisfied that all audit, claim, and litigation matters are resolved, whichever period is longer. **LANDLORD** must grant access to all books, records, and documents pertinent to this Lease for purposes of inspecting, monitoring, auditing, or evaluating by **A&M SYSTEM** and the Auditor. Furthermore, **LANDLORD** must ensure that this section's provisions concerning the authority to audit funds received either directly or indirectly by subcontractors through **LANDLORD** and the requirement to cooperate is included in any subcontract(s) that the **LANDLORD** enters with any subcontractor(s) related to this Lease.

13.13 Time. Time is of the essence in respect to the performance of each provision of this Lease.

ARTICLE 14 **SPECIAL PROVISIONS**

Notwithstanding any other term or condition of this Lease or any document incorporated in this Lease by reference, the parties agree to the following special provisions:

None.

[SIGNATURES FOLLOW ON NEXT PAGE]

EXECUTED this 22 day of August, 2022 by LANDLORD.

Betty J. Roy
BETTY J. ROY

EXECUTED this 23rd day of August, 2022 by A&M SYSTEM.

BOARD OF REGENTS OF THE TEXAS A&M
UNIVERSITY SYSTEM, an agency of the State of
Texas, for the use and benefit of Texas A&M Forest
Service

By: A.G. Davis
A.G. DAVIS
Interim Director
Texas A&M Forest Service

APPROVED AS TO FORM:

DocuSigned by:
Jennifer Wright
1C34ADB47F86498...

JENNIFER J. WRIGHT
Assistant General Counsel
Office of General Counsel
The Texas A&M University System