

RECEIVING

**PURCHASE ORDER**  
**TEXAS A&M FOREST SERVICE**  
**PURCHASING DEPARTMENT**

Order Date  
08/01/2023

Page 01

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

Purchase Order No.	(Include this number on all correspondence and packages)
P400011	

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

<b>INVOICE TO:</b>
TEXAS A&M FOREST SERVICE FRP--ASSOCIATE DIRECTOR 200 TECHNOLOGY WAY, SUITE 1162 COLLEGE STATION TX 77845-3424
<b>SHIP TO:</b>
TEXAS A&M FOREST SERVICE FRP--SITE ONE STORAGE FACILITY 10500 STATE HIGHWAY 30 COLLEGE STATION TX 77845

<b>VENDOR</b>
14554710400 DEERFIELD WAREHOUSES LLC 5102 INVERNESS DR BRYAN, TX 77802-6095

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

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED  
BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT **BEFORE** SHIPPING.

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

Item	Description	Quantity	UOM	Unit Price	Ext Price
	USER REF: 000000-TCJ				
1	Lease of Warehouse Space Located At: 10500 State Highway 30 College Station, TX 77845	7	MO	5,450.000	38,150.00
				TOTAL	38,150.00
	***** NET 30 *****				
	NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT.				
	REFERENCE: OGC #2019-110007 TERM OF LEASE: 4/1/19 - 3/31/24				
	PREVIOUS PO# P300016				
	VENDOR QUOTE: LEASE VENDOR REF: DEERFIELD WAREHOUSE				
	Purchase made by an Institution of Higher Education, Section 51.9335 Education Code.				
	CC      FY      ACCOUNT NO.      DEPT.				
	--      ---      -----      ----				
	11      2024      124010-00000-5860      RPAD			38,150.00	
	DOCUMENT DATE: 08/01/2023				
	DEPT.CONTACT: TRINITY JOSHUA PHONE NO.: 979-458-7348				

CEC

Texas A&M Forest Service cannot accept collect freight shipments.

FOB: DESTINATION FRT INCLUDED

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. No substitutions nor cancellations permitted without prior approval of Purchasing Department.

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 EXEMPTION 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

*Chen E. Covarrubias III*

PURCHASING AGENT FOR

**TEXAS A&M FOREST SERVICE**

RECEIVING

**PURCHASE ORDER**  
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PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
CEC	PCC CD: 9  TYPE FUND: TYPE ORDER:				

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*Charm E. Llanam III*

PURCHASING AGENT FOR

**TEXAS A&M FOREST SERVICE**



## AGREEMENT FOR LEASE OF SPACE

This Agreement for Lease of Space (this "Lease") is by and between **DEERFIELD WAREHOUSES, L.L.C.**, a Texas limited liability company, 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 ("Agency").

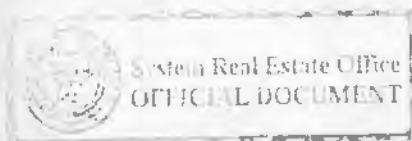
### ARTICLE 1 PREMISES

**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:

4,800 rentable square feet of office/warehouse space (the "Building") and approximately 1.5 acres (fenced) area including covered parking, located at 10500 State Highway 30, College Station, Brazos County, Texas (the "Premises"), as described as Lot 2R, Block 1 of the Replat of Lots 1 and 2, Block 1 in Deerfield Estates, an addition in Brazos County, Texas, according to the Plat recorded in Volume 3600, Page 195, Official Records of Brazos County, Texas, 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 access driveways and highway access points located on Landlord's adjacent property surrounding the Building.

**1.02 Tenant Improvements.** Pursuant to the terms of the Work Letter attached as Exhibit "C" hereto and made a part hereof, **LANDLORD** shall construct a 40' x 60' covered area (16' high) to be located on the Premises in the area depicted on Exhibit "B" attached hereto, along with the installation of 1 100-amp plug and 1 50-amp plug at such area (collectively, "Tenant Improvements") pursuant to plans and specifications to be approved by **A&M SYSTEM**. **LANDLORD** shall complete the Tenant Improvements by April 1, 2019, in accordance with **A&M SYSTEM**'s plans and specifications. **LANDLORD** and **A&M SYSTEM** acknowledge that **LANDLORD** will be designing, engineering and constructing the Tenant Improvements at **LANDLORD**'s sole cost and expense, provided, however, **A&M SYSTEM** shall pay an additional amount of rent equal to \$500 on a monthly basis ("Monthly Amortized Rent Amount") to amortize the actual costs and expenses of the Tenant Improvements over term of the Lease, not to exceed a total of \$30,000. **A&M SYSTEM** shall not have any obligation to pay the Monthly Amortized Rent Amount until the Tenant Improvements are substantially complete in accordance with the approved plans and specifications, except for any punch list items that do not materially interfere with **A&M SYSTEM**'s use and occupancy of the Tenant Improvements, all as more particularly described in Exhibit "C".





**1.03 Signage.** Any exterior signs will be erected by **LANDLORD** or will be erected by **A&M SYSTEM** with **LANDLORD**'s written approval. **A&M SYSTEM**'s signs will be erected or installed at its expense.

**1.04 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. **LANDLORD** further covenants and agrees that during the term of this Lease, **LANDLORD** will not lease, rent, demise, sell, or otherwise furnish space in the Building, or any adjacent building owned or controlled by **LANDLORD**, to any entity that (i) creates or may be expected to create noise, odors or a hazardous condition injurious to **A&M SYSTEM**, its employees, agents, representatives, customers, invitees or guests, or disruptive to **A&M SYSTEM**'s use of the Premises, or (ii) that provides services to a clientele that engages in harassment of **A&M SYSTEM**'s employees, agents, representatives, clients, invitees or guests.

**1.05 Taxes.** **LANDLORD** is solely responsible for all ad valorem real property taxes and assessments, or other taxes and assessments levied against the Building, the Premises and the land upon which the Building sits.

**1.06 Utilities.** **A&M SYSTEM** shall be responsible for and pay all fees and charges for electricity, gas (if applicable), and water serving the Premises. **LANDLORD** shall be responsible for all charges for sanitary sewer and solid waste disposal.

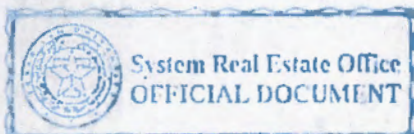
**1.07 Janitorial Services.** **A&M SYSTEM**, at **A&M SYSTEM**'s sole cost, will be responsible for janitorial services for the Premises.

**1.08 Extermination Services.** **A&M SYSTEM**, at **A&M SYSTEM**'s sole cost, will provide extermination services to the Premises.

**1.09 Telephone and Internet Services.** **A&M SYSTEM** is responsible for all equipment, fees, costs, and expenses related to providing telecommunication and internet service to the Premises.

**1.10 Building Maintenance.** **A&M SYSTEM** will not be required to pay for facility maintenance and repair, assessments, capital improvements or refurbishments (i.e., roof, HVAC, etc.) for the Premises unless otherwise agreed upon by **A&M SYSTEM** and **LANDLORD** in writing.

**1.11 Landscaping.** **LANDLORD** shall mow and string trim the grass at the Premises; provided, however, **A&M SYSTEM** will be responsible for the maintenance of the shrubs and trees on the Premises.





## ARTICLE 2 TERM

**2.01 Initial Term.** The term of Lease will be 60 months, commencing on April 1, 2019 (the "Commencement Date"), and expiring on March 31, 2024 (the "Term"), unless terminated sooner pursuant to the terms of this Lease.

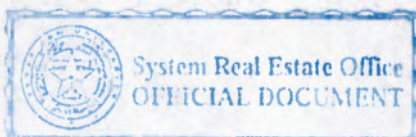
**2.02 Early Termination.** **A&M SYSTEM** may terminate the Lease, with or without cause, by sending **LANDLORD** 180 calendar days' prior written notice of **A&M SYSTEM**'s intent to terminate; provided, however, in the event **A&M SYSTEM** terminates this Lease pursuant to this Section 2.02 and **LANDLORD** is not then in default hereunder, **A&M SYSTEM** shall be liable for the remaining unamortized amount of the costs of the Tenant Improvements which remains unpaid at the time of the termination of this Lease in the amount of \$500 times the number of months being terminated from the Term.

**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, base rent in the amount of \$4,950 per month, provided that the first monthly payment is due on or before the Commencement Date. In addition, upon completion of the Tenant Improvements as described in Exhibit "C", **A&M SYSTEM** agrees to pay to **LANDLORD**, no later than the fifth day of each month, the Monthly Amortized Rent Amount (as defined in Section 1.02 above) of \$500 per month. Thus upon completion of the Tenant Improvements, total monthly rent will total \$5,450. Rent for any partial month shall be prorated.

**3.02 Availability of Funding.** This Lease is made and entered into in accordance with the provisions of Chapter 2167 of the *Texas Government Code* and may be contingent upon the continuation of state or federally funded programs and/or the availability of specific funds within the Agency to cover the full term and cost of this Lease. In the event a curtailment of state or federally funded programs occurs, or in the event specific funds are unavailable, **A&M SYSTEM** will issue written notice to **LANDLORD** and **A&M SYSTEM** may terminate this





Lease 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**

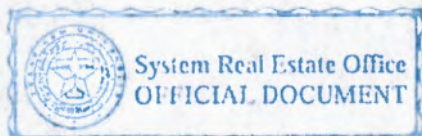
**4.01 Title to Premises.** **LANDLORD** covenants and agrees that it has good and sufficient title and exclusively holds the authority, right, and ability to rent, lease, or otherwise furnish the Premises to **A&M SYSTEM**. Additionally, **LANDLORD** warrants that the person executing this Lease on behalf of **LANDLORD** is authorized to do so, and that such person has the capacity to do so.

**4.02 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.

**4.03 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.





**4.04 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**.

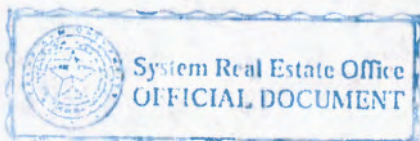
## **ARTICLE 5** **MAINTENANCE**

**5.01 LANDLORD's Maintenance Obligations.** **LANDLORD** shall maintain the Building (expressly limited to the roof, exterior walls, foundations, and heating, air conditioning and ventilation equipment) 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, at reasonable times, 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.

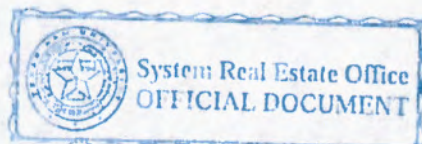
## **ARTICLE 7** **DAMAGES**

**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** may assign this Lease or sublet the Premises, in whole or in part, to any member of The Texas A&M University System or any agency of the State of Texas, but 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 private parties (persons or corporations) without the prior written consent of **LANDLORD**, which consent shall not be unreasonably withheld or delayed.

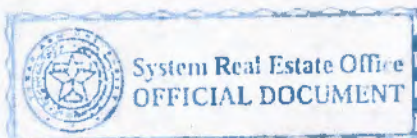
## **ARTICLE 10**

### **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 delinquent.

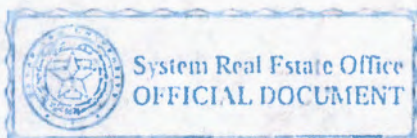
**10.04 Franchise Tax Certification.** If **LANDLORD** is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then **LANDLORD** certifies that it is not currently delinquent in the payment of any franchise taxes or that **LANDLORD** is exempt from the payment of franchise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



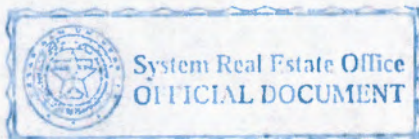


**ARTICLE 12**  
**DEFAULT BY LANDLORD**

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 notice required or permitted under this Lease must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited 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, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. **A&M SYSTEM** and **LANDLORD** can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:





**LANDLORD:** Deerfield Warehouses, L.L.C.  
Attn: Mark Dennard  
5102 Inverness  
Bryan, Texas 77802  
Tel: 979-255-3222  
Email: mark@wingsnmore.com

**A&M SYSTEM:** Texas A&M Forest Service  
Attn: Terry Smith, Contract Administrator  
200 Technology Way, Suite 1120  
College Station, Texas 77845  
Tel: 979-458-7382

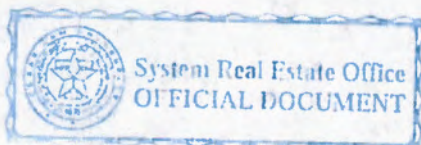
with copy to: The Texas A&M University System  
Office of General Counsel  
Attn: System Real Estate Office  
301 Tarrow Street, 6<sup>th</sup> Floor  
College Station, Texas 77840-7896  
Tel: 979-458-6350  
Fax: 979-458-6359  
Email: sreo@tamus.edu

**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. This Lease shall not be construed more or less favorably among the parties by reason of authorship or origin of language.





**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.

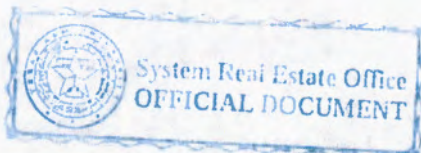
**13.09 Waiver.** The failure of **LANDLORD** or **A&M SYSTEM** to insist in any one or more instances on a strict performance of any of the covenants of this Lease shall not be construed as a waiver or relinquishment of such covenants in future instances, but the same shall continue and remain in full force and effect.

**13.10 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**.

**13.11 State Audits.** **LANDLORD** understands that acceptance of funds under this Lease 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. **LANDLORD** 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. **LANDLORD** will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through **LANDLORD** and the requirement to cooperate is included in any subcontract it awards.

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

**13.13 Dispute Resolution Provision.** If at any time there is a dispute between **LANDLORD** and **A&M SYSTEM** regarding this Lease and the performance hereunder, the parties will, within 10 days following mailing of written notice of a dispute, engage in face-to-face negotiations in an attempt to resolve the dispute and shall, upon failing to negotiate a resolution, choose a mutually agreeable third party neutral, who shall mediate the dispute between the parties. The mediator shall be a person qualified under the Texas Alternative Dispute Resolution Procedures Act and shall be appointed by a state district judge or the American Arbitration Association if the parties are unable to agree upon a qualified person. Mediation shall be non-binding and shall be confidential. The parties shall refrain from court proceedings during the mediation process insofar as they can do so without prejudicing their





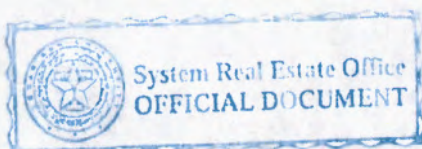
legal rights. The parties shall participate in good faith in accordance with the recommendations of the mediator and shall follow the procedures for mediation as suggested by the mediator. All expenses of mediation except expenses of the individual parties, shall be shared equally by the parties. Each party shall be represented in the mediation by a person with authority to settle the dispute.

**13.14 Privileges and Immunities.** **LANDLORD** expressly understands and acknowledges that **A&M SYSTEM** is an agency of the State of Texas and nothing in this Lease will be construed as a waiver or relinquishment by **A&M SYSTEM** of its right to claim such exemptions, privileges, and immunities as may be provided by law.

#### **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:

**HWY 30 WAREHOUSES, LLC**, a Texas limited liability company and **7-D PROPERTIES, LLC**, a Texas limited liability company, as the current fee title owners of the Building and Premises shall execute the Consent attached hereto as Exhibit "D" and made a part hereof authorizing and consenting to the **LANDLORD** entering into this Lease with **A&M SYSTEM**.

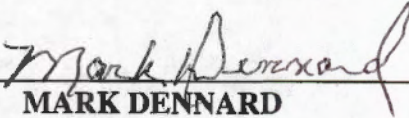




EXECUTED this 14<sup>th</sup> day of January, 2019 by LANDLORD.

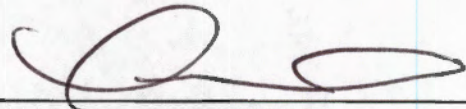
**DEERFIELD WAREHOUSES, L.L.C.**, a Texas limited liability company

By: Hwy 30 Warehouses, L.L.C., a Texas limited liability company, its Governing Person

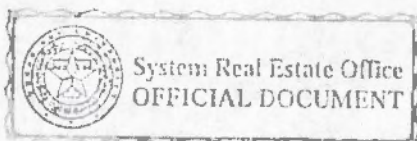
By:   
**MARK DENNARD**  
Sole Owner

And

By: 7-D Properties, LLC, a Texas limited liability company, its Governing Person

By:   
**FRANK D. DESTEFANO**  
Managing Member

**[SIGNATURES CONTINUE ON NEXT PAGE]**





EXECUTED this 14<sup>th</sup> day of January, 2019 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: \_\_\_\_\_

**TOM G. BOGGUS**

Director

Texas A&M Forest Service

**APPROVED AS TO FORM:**

Bradley T. Sharpe

**BRADLEY T. SHARPE**

Assistant General Counsel

Office of General Counsel

The Texas A&M University System

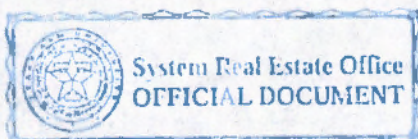
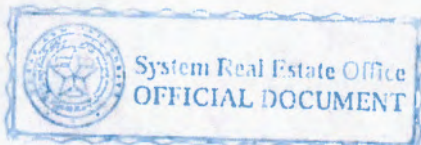




EXHIBIT "A"  
Premises Depiction





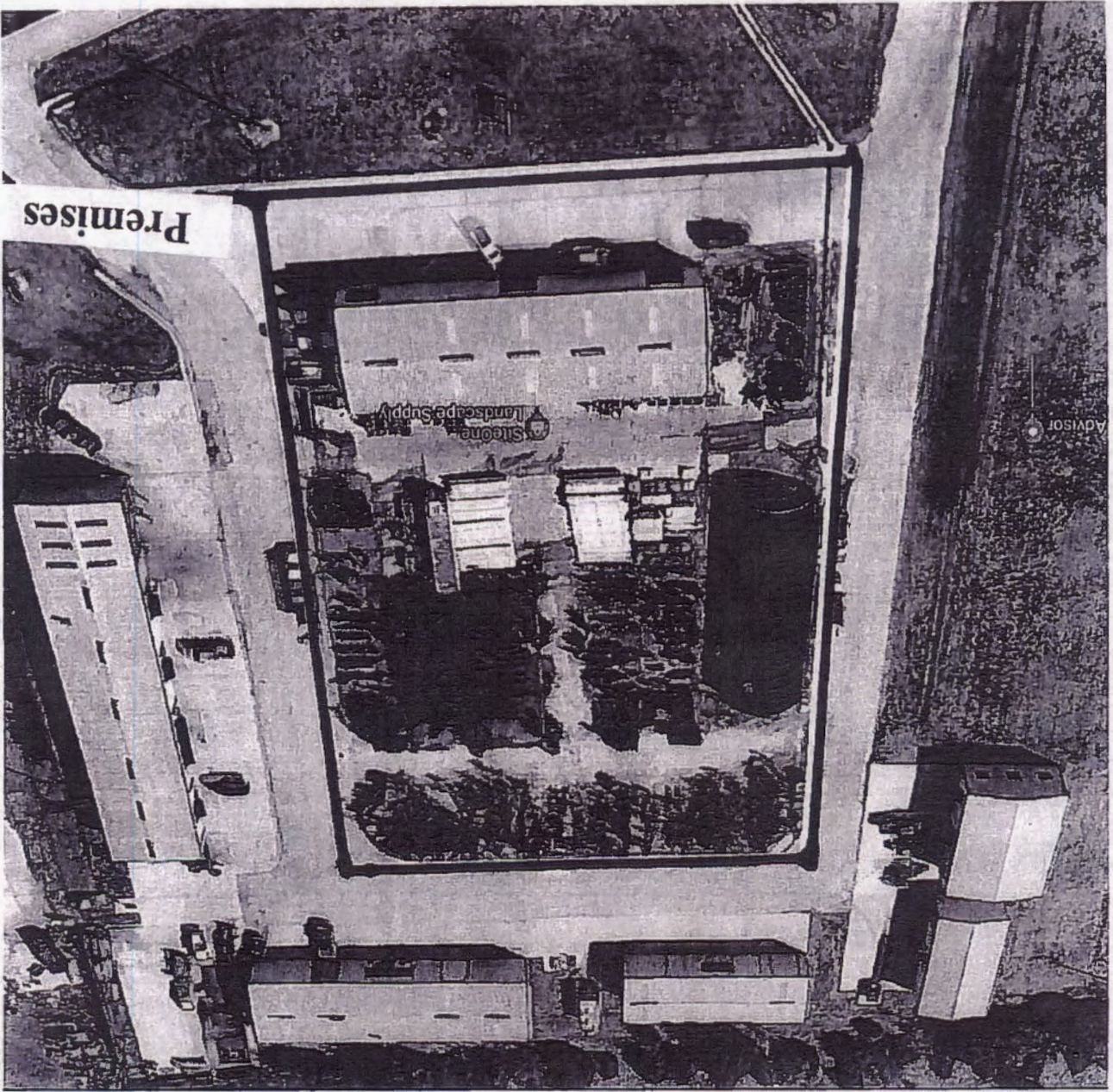


EXHIBIT "A"



1/2" = APPROX 20'

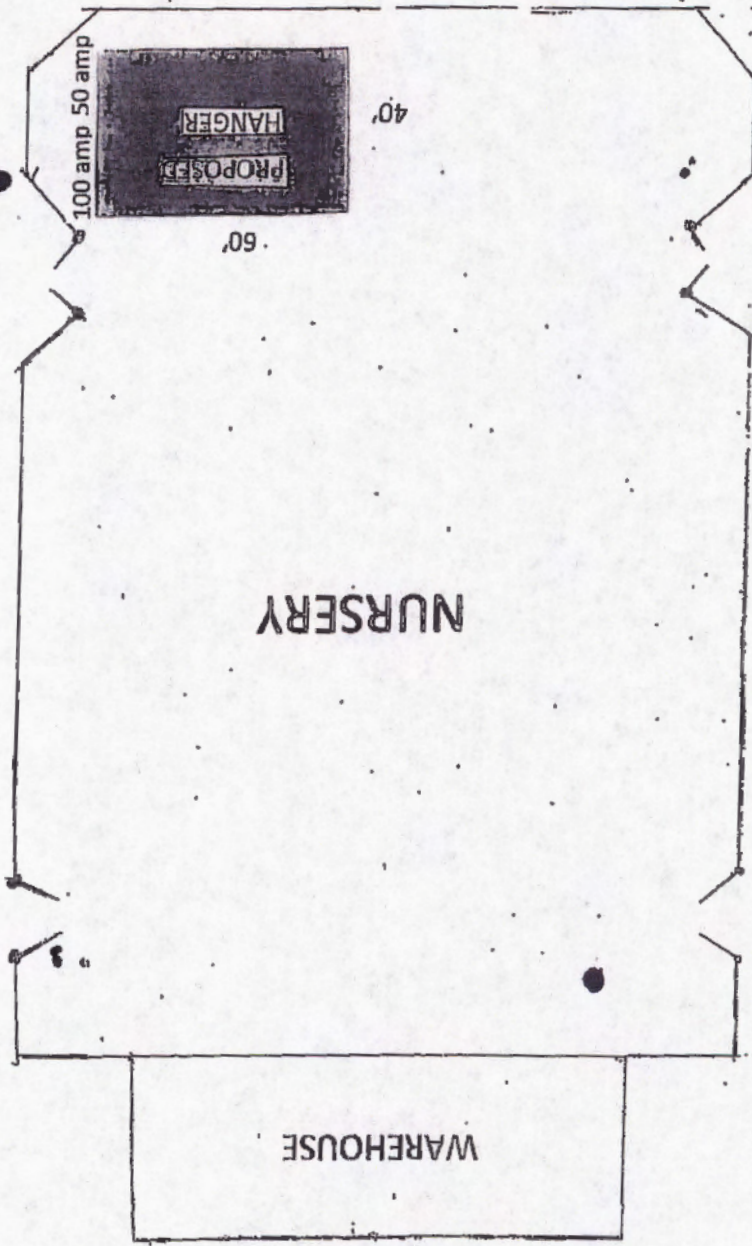
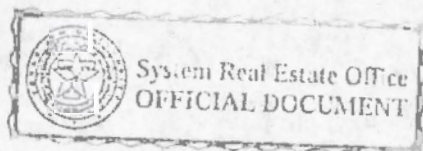




EXHIBIT "B"  
Depiction of Covered Area



HIGHWAY 30

EXHIBIT "B"

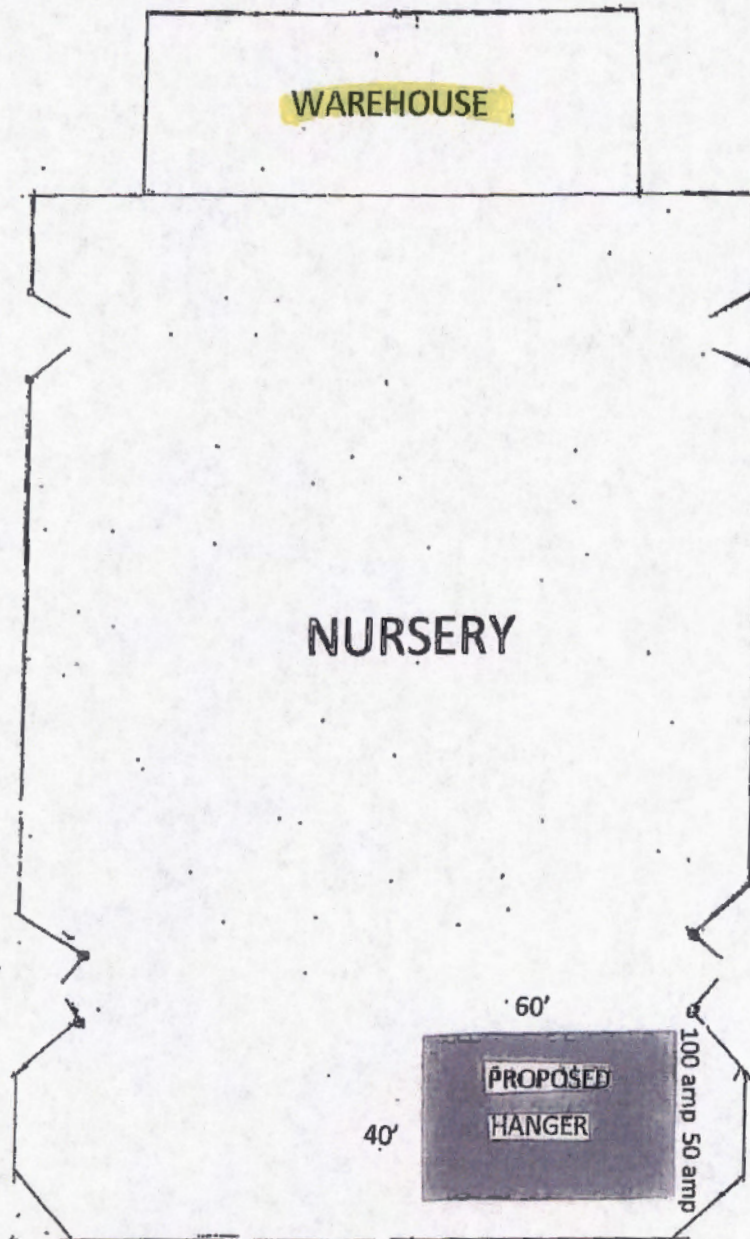


EXHIBIT "B" LOCATION

1/2" = APPROX 20'

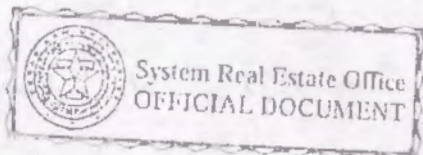


## EXHIBIT "C"

### WORK LETTER

1. Description of Landlord's Work. Following the execution of this Lease, LANDLORD shall prepare plans and specifications which shall be reviewed and approved by A&M SYSTEM for a 40' x 60' covered area (16' high) to be located on the Premises in the area depicted on Exhibit "B" attached hereto, along with 1 100-amp plug and 1 50-amp plug installed at such area ("Tenant Improvements"), which approved plans and specifications shall be attached to this Lease as Exhibit "C-1". LANDLORD shall design, engineer and construct, at its cost and expense (subject to the terms below), Tenant Improvements in accordance with the terms of this Work Letter. The improvements to be constructed by LANDLORD in accordance with the plans and specifications of the Tenant Improvements approved by the A&M SYSTEM are hereinafter referred to as the "Landlord's Work." Except as provided herein, there are no agreements between A&M SYSTEM and LANDLORD which would serve to obligate LANDLORD to make any improvements to or within the Premises which would not be considered Landlord's Work as herein defined. LANDLORD shall enter into a direct contract for the Landlord's Work with a general contractor selected by LANDLORD and reasonably approved by A&M SYSTEM (the "Contractor"). LANDLORD, at its cost and expense (subject to the terms below), shall obtain or cause to be obtained all permits necessary for Landlord's Work, and shall pay all fees, including permit, inspection or license fees which may be required for the lawful construction of the Landlord's Work. A&M SYSTEM agrees to assist and fully cooperate with LANDLORD in obtaining such permits, licenses, approvals and certificates. Construction and installation of the Landlord's Work shall be completed in substantial accordance with the plans and the specifications shown on the attached Exhibit "C-1". All construction shall be done in a good and workmanlike manner, using only new materials, in compliance with all applicable laws, ordinances, building codes, rules, and regulations (collectively, "Governmental Requirements"). Notwithstanding anything to the contrary, A&M SYSTEM's obligation to pay for costs relating to Landlord's Work shall be limited to a maximum amount of \$30,000 (the "Maximum Amount"), and LANDLORD shall be responsible for the cost of the Landlord's Work to the extent that it exceeds the Maximum Amount. Fifteen (15) days prior to commencing any construction of Landlord's Work, LANDLORD shall submit to A&M SYSTEM a written estimate setting forth the anticipated cost of the Landlord's Work, including but not limited to labor and materials, contractor's fees, design fees and permit fees. Within three (3) business days thereafter, A&M SYSTEM shall either notify LANDLORD in writing of its approval of the cost estimate, or specify its objections thereto and any desired changes to the proposed Landlord's Work. In the event A&M SYSTEM notifies LANDLORD of such objections and desired changes, A&M SYSTEM shall work with LANDLORD to reach a mutually acceptable alternative cost estimate. The amounts payable hereunder constitute additional rent payable pursuant to the Lease.

2. LANDLORD and A&M SYSTEM acknowledge that LANDLORD will be designing, engineering and constructing the Tenant Improvements at LANDLORD's sole cost and expense, provided, however, A&M SYSTEM shall pay an additional amount of rent equal to \$500 on a





monthly basis ("Monthly Amortized Rent Amount") to amortize the actual costs and expenses of the Tenant Improvements over term of the Lease, not to exceed the Maximum Amount. A&M SYSTEM shall have no obligation to pay the Monthly Amortized Rent Amount until the Tenant Improvements are substantially complete in accordance with the approved plans and specifications except for punch list items that do not materially interfere with A&M SYSTEM's use and occupancy of the Tenant Improvements.

3. Completion of Tenant Improvements. Subject to Force Majeure, LANDLORD shall use its commercially reasonable and diligent efforts to cause the Contractor to complete the construction of the Tenant Improvements in accordance with the terms of this Exhibit "C" not later than April 1, 2019.

4.

(a) A&M SYSTEM's Inspection Rights. A&M SYSTEM or its agents shall have the right at any and all reasonable times to conduct inspections for the purpose of reviewing whether the Tenant Improvements are being constructed in accordance with the approved plans and/or specifications.

(b) Correction of Defects. LANDLORD shall, upon acquiring knowledge of the same, correct or cause to be corrected promptly (i) any material defect in the Landlord's Work or any material departure in the construction from the approved plans and/or specifications on the attached Exhibit "C-1" not agreed to by the parties; or (ii) any material departure in the construction of the Tenant Improvements from any then current Governmental Requirements.

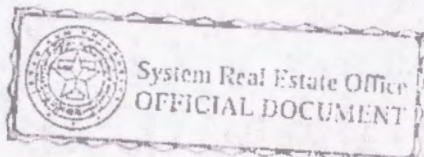
5. Warranties.

(a) Construction Warranty. LANDLORD shall obtain from Contractor, a general warranty on the construction of Landlord's Work for a period of twelve (12) months following substantial completion. LANDLORD shall cause Contractor to correct all defects in the Landlord's Work of which A&M SYSTEM notifies LANDLORD within one (1) year after taking possession of the Premises, with LANDLORD's obligation being limited to the reasonable exercise of LANDLORD rights under such construction warranty, under any other warranty, or under any professional liability insurance policy of which LANDLORD is a beneficiary.

(b) Assignment of Warranties. LANDLORD agrees to conditionally assign to A&M SYSTEM the benefit of all construction warranties pertaining to Landlord's Work to the extent that they do not relate to the warranty in subparagraph 5(a) above of this Exhibit "C" or to structural or other portions of the Landlord's Work that LANDLORD is required to maintain and repair under the Lease.

6. Miscellaneous Construction Covenants.

(a) Coordination with Lease. Nothing herein contained shall be construed as (i) constituting A&M SYSTEM as LANDLORD's agent for any purpose whatsoever, or (ii) a waiver by LANDLORD or A&M SYSTEM of any of the terms or provisions of the Lease. Any default by either party with respect to any portion of this Exhibit "C", shall be deemed a breach of the Lease





for which LANDLORD and A&M SYSTEM shall have all the rights and remedies as in the case of a breach of the Lease by the other party.

(b) Cooperation. LANDLORD and A&M SYSTEM agree to cooperate with one another and to cause their respective employees, agents and contractors to cooperate with one another to coordinate any work being performed by LANDLORD and/or A&M SYSTEM under this Exhibit "C", and their respective employees, agents and contractors so as to avoid unnecessary interference and delays with the completion of the Landlord's Work.

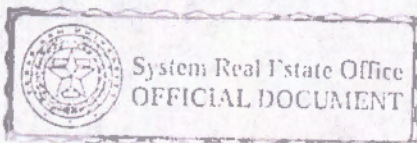




EXHIBIT "C-1"

Plans and Specifications for Covered Area

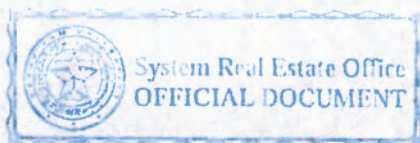




EXHIBIT "D"

**FEE OWNER CONSENT TO LEASE**

By their signatures below, **HWY 30 WAREHOUSES, LLC**, a Texas limited liability company and **7-D PROPERTIES, LLC**, a Texas limited liability company (individually and collectively, "Property Owner"), the current fee title owners of the Premises (as defined below), hereby authorize and consent to that certain Agreement for Lease of Space (the "Sublease"), dated on or about the date hereof, by and between **DEERFIELD WAREHOUSES, LLC**, a Texas limited liability company ("Deerfield") and the **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, an agency of the State of Texas ("A&M System"), relating to 4,800 rentable square feet of office/warehouse space and approximately 1.5 acres (fenced) area including covered parking, located at 10500 State Highway 30, College Station, Brazos County, Texas, as depicted on Exhibit "A" attached hereto (the "Premises"), and the terms therein and agrees that a termination of the lease and agency arrangement between the Property Owner and Deerfield shall not result in a termination of the Sublease. Should the lease and agency arrangement between the Property Owner and Deerfield terminate for any reason, Property Owner agrees to honor the Sublease. Property Owner agrees and hereby acknowledges that A&M System shall, during the term of the Sublease, have the right to occupy the Premises under the terms and conditions of the Sublease so long as A&M System is in compliance with the terms and conditions of the Sublease. Property Owner will promptly notify A&M System of any future sale, transfer or conveyance of the Premises to a new person or entity in accordance with the terms of Section 13.01 of the Sublease, and if requested by A&M System, Property Owner shall obtain a consent substantially similar to the form of this consent from such new owner of the Premises. This consent shall be binding upon, and inure to the benefit of, Property Owner and Property Owner's heirs, successors and assigns.

Executed as of the 14<sup>th</sup> day of January, 2019.

**HWY 30 WAREHOUSES, LLC,**  
a Texas limited liability company

By: MARK DENNARD  
Name: Mark Dennard  
Title: President

**7-D PROPERTIES, LLC,**  
a Texas limited liability company

By: [Signature]  
Name: Frank DeStefano  
Title: Partner

