

RECEIVING

PURCHASE ORDER
TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

Order Date
08/04/2023

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)
P400023	

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

INVOICE TO:
TEXAS A&M FOREST SERVICE SAN ANTONIO FRD OFFICE 15110 JONES MALTSBERGER SUITE #101 SAN ANTONIO TX 78247
SHIP TO:
TEXAS A&M FOREST SERVICE SAN ANTONIO FRD OFFICE 15110 JONES MALTSBERGER SUITE #101 SAN ANTONIO TX 78247

VENDOR
12052295240 MCLEAN DEVELOPING SERVICES LLC 15110 JONES MALTSBERGER RD STE 105 SAN ANTONIO, TX 78247-3368

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 **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: 000000-DMC San Antonio office lease 9/1/23-8/31/24 (Term of the lease is 9/1/23-8/31/26 with a right to extend the lease for two additional periods of 12 months through 8/31/28) ***** 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 2008-0018018 TERM OF LEASE: 9/1/23-8/31/26 TFS-15110 JONES MALTS. (MCLEAN) LEASE, 2023110008 EXEMPT FROM COMPETITIVE BIDDING - LEASE OF REAL PROPERTY. VENDOR QUOTE: LEASE VENDOR REF: MIKE MCLEAN #210-497-0022 Purchase made by an Institution of Higher Education, Section 51.9335 Education Code.	12	MO	3,240.000	38,880.00
				TOTAL	38,880.00
	CC FY ACCOUNT NO. DEPT. -- -- ----- ---- 11 2024 124046-00000-5860 RESP 11 2024 116022-00000-5860 FSYS			31,104.00 3,888.00	

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

Charles E. Caraway III

PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

TEXAS A&M FOREST SERVICE

**Agreement for Lease of Space
by and between
McLean Developing Services, LLC
and
Board of Regents of The Texas A&M University System**

This Agreement for Lease of Space (this "**Lease**") is by and between **MCLEAN DEVELOPING SERVICES, LLC**, a Texas limited liability company, as the landlord (hereafter "**MCLEAN**") and the **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, as the tenant (hereafter "**A&M SYSTEM**"), an agency of the State of Texas, for the use and benefit of the Texas A&M Forest Service ("**TFS**").

ARTICLE 1
PREMISES

1.01 Description of Leased Premises. **MCLEAN**, in consideration of the rents and mutual covenants and obligations of this Lease, hereby leases to **A&M SYSTEM** the following described premises (the "**Leased Premises**"):

1,800 rentable square feet of office space as depicted on the floor plan attached hereto as Exhibit "A", in the building located at 15110 Jones Maltsberger, Suites 101 and 103, San Antonio, Bexar County, Texas 78247 (the "**Building**"), and the non-exclusive right to use, in common with other tenants, all public spaces within the Building (including the lobbies, hallways, elevators, stairwells, telecommunication rooms, and restrooms), and the related driveways, parking facilities, and similar improvements. The Building is located on the real property described as a portion of Lot 34, Block 7, NCB 17363, Morning Glen Subdivision, Unit 2 (the "**Land**").

1.02 Rentable Square Feet. The term "rentable square feet" as used in this Lease means the number of square feet in the Usable Area of the Leased Premises, plus its share of the Floor Common Areas and the Building Common Areas, as such capitalized terms are defined and measured in accordance with ANSI/BOMA Z65.1-2017; provided, however, the number of rentable square feet shall not exceed 1.1 times the number of square feet in the Usable Area.

1.03 Quiet Enjoyment. **MCLEAN** 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 Leased Premises for the term of this Lease.

1.04 Tenant Improvements. Intentionally deleted.

1.05 Taxes. **MCLEAN** is solely responsible for all ad valorem real property taxes and assessments, or other taxes and assessments levied against the Building, the Leased Premises and/or the Land.

1.06 Vehicle Parking. MCLEAN will provide A&M SYSTEM with a minimum of six parking spaces for state and personal vehicles located at the building site. MCLEAN will ensure no less than one handicap access parking space is available and clearly marked.

1.07 Utilities. A&M SYSTEM will be responsible for and pay for all fees, costs, and expenses associated with the provision of the following utilities:

- A. Electricity;
- B. Gas, if applicable; and
- C. Telephone, including but not limited to long distance service and fax.

MCLEAN will be responsible for and pay for all fees, costs, and expenses associated with the provision of the following utilities:

- A. Water;
- B. Sanitary Sewer; and
- C. Solid Waste Disposal.

1.08 Janitorial Services. A&M SYSTEM will be responsible for janitorial services to the Leased Premises at A&M SYSTEM's sole cost.

1.09 Extermination Services. MCLEAN will provide extermination services to the Leased Premises at intervals specified by MCLEAN in writing to A&M SYSTEM. If the specified intervals are not sufficient to eradicate pests, MCLEAN will provide additional extermination service upon A&M SYSTEM'S request.

1.10 Security. MCLEAN agrees at its sole cost, to install a security system within the Leased Premises; provided however, A&M SYSTEM expressly agrees and acknowledges that MCLEAN's election to provide a security system shall not be deemed an undertaking by MCLEAN to ensure the safety of A&M SYSTEM or any of its agents, employees, contractors, customers or invitees or the property of any such parties.

1.11 Signage. A&M SYSTEM will pay for all costs associated with lettering on interior and/or exterior signs desired by A&M SYSTEM to evidence A&M SYSTEM'S name, location, purpose, or logo.

ARTICLE 2 **TERM**

2.01 Initial Term. The term of this Lease shall commence on September 1, 2023 (the "**Commencement Date**"), and shall expire August 31, 2026 (the "**Term**"), which definition shall

include all renewals of the initial Term, if exercised), unless sooner terminated in accordance with the terms of this Lease.

2.02 Renewal. So long as **A&M SYSTEM** is not in default under the terms of this Lease, **A&M SYSTEM** shall have the right to extend the term of this Lease for two additional periods of 12 months or one year each, upon the same terms and conditions as contained in this Lease. Each extended term will begin on the day following the expiration of the previous term. Each option must be exercised in order by **A&M SYSTEM** giving **MCLEAN** written notice no later than 30 days prior to the expiration of the current term.

2.03 Early Termination. **A&M SYSTEM** may terminate this Lease, with or without cause, by sending **MCLEAN** 90 calendar days' prior written notice of **A&M SYSTEM'S** intent to terminate.

2.04 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 Leased Premises on or before the termination date, and shall leave the Leased 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 **MCLEAN**, its employees, agents and contractors. **A&M SYSTEM** may remove any fixtures or improvements which it constructed on the Leased Premises so long as such removal does not materially damage the Leased 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 Leased Premises.

ARTICLE 3 **RENT**

3.01 Rent. During the Term of this Lease, **A&M SYSTEM** agrees to pay to **MCLEAN**, no later than the fifth day of each month, rent in the amount of \$3,240 per month. **A&M SYSTEM** paid a deposit in the amount of \$1350.00 to **MCLEAN** in 2008. **MCLEAN** will retain the deposit for the duration of the lease. Rent for any partial month shall be prorated. **MCLEAN** agrees to submit monthly statements for rent to **A&M SYSTEM** at the address set forth in Section 13.15, or at such other address as designated in a written notice to **MCLEAN**.

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 **MCLEAN**, 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. **MCLEAN** acknowledges that appropriation of funds is beyond the control of **A&M SYSTEM**.

ARTICLE 4
COVENANTS AND OBLIGATIONS OF MCLEAN

4.01 Restrictions on Other Tenants. MCLEAN covenants and agrees that during the term of this Lease, MCLEAN will not lease, rent, demise, sell, or otherwise furnish space in the Leased Premises or any adjacent building owned or controlled by MCLEAN, to any entity that may be expected to create noise or odors injurious or disruptive to A&M SYSTEM'S use of the Leased Premises. MCLEAN covenants and agrees it will not lease space that would cause A&M SYSTEM to be in violation of State statute.

4.02 Title to Leased Premises. MCLEAN 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 Leased Premises to A&M SYSTEM.

4.03 Authority. MCLEAN 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 MCLEAN has been duly authorized to act for and bind MCLEAN.

4.04 Compliance. MCLEAN warrants and guarantees that A&M SYSTEM'S intended use of the Leased Premises as office space, parking and storage does not violate any current city, state or local ordinance or statute or any restriction placed on the Building or the Land. MCLEAN agrees to indemnify A&M SYSTEM for any direct or indirect loss sustained by A&M SYSTEM as a result of the existence of any such ordinance, statute or restriction.

4.05 Environmental Condition. MCLEAN warrants and represents that any use, storage, treatment or transportation of hazardous substances or materials that have occurred in or on the Leased Premises prior to the Commencement Date has been in compliance with all applicable federal, state and local laws, regulations and ordinances. MCLEAN 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 Leased Premises, and that the Leased Premises are free of hazardous substances and materials as of the Commencement Date.

MCLEAN 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 Leased 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 of the site or 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 Leased 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 MCLEAN's Maintenance Obligations. MCLEAN shall maintain the Building and the Leased Premises (expressly including the common areas, parking, landscaping and the HVAC system) in a first-class, clean, and safe condition, shall not permit or allow to remain any waste or damage to any portion of the Leased 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 Leased Premises, MCLEAN reserves the right, at reasonable times, to enter and inspect the Leased Premises and to make any necessary repairs or adjustments.

5.02 MCLEAN's Failure to Maintain. In the event MCLEAN fails to maintain the Building and the Leased Premises as required, A&M SYSTEM shall give written notice thereof to MCLEAN and if MCLEAN 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 Leased Premises. The costs incurred by A&M SYSTEM, together with interest at the maximum lawful rate, shall be paid by MCLEAN to A&M SYSTEM upon demand and if not paid to A&M SYSTEM within 30 days after receipt by MCLEAN of a statement therefore, A&M SYSTEM may deduct such cost, together with interest at the maximum lawful rate, from subsequent installments of rent. A&M SYSTEM shall also have the remedies set forth in Article 12.

ARTICLE 6 **CONDEMNATION**

If the Building, the Land or any part of the Building or the Land, shall be lawfully taken or condemned (or conveyed under threat of such taking or condemnation) for any public or quasi-public use or purpose, this Lease shall terminate on the date of the taking of possession by the condemning authority; provided, that if A&M SYSTEM determines in its sole discretion that the Leased Premises can be used for its purposes following the taking of possession, then A&M SYSTEM may, by written notice to MCLEAN, opt to continue this Lease. If A&M SYSTEM opts to continue this Lease, it shall give written notice to MCLEAN prior to the taking of possession by the condemning authority and the rent shall be equitably adjusted. Alternatively,

if MCLEAN 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 other space under the same terms, conditions, and rent as this Lease, or such other terms, conditions and rent as the parties may agree.

ARTICLE 7

DAMAGES

7.01 Damaggs to the Building or Leased Premises. If the Building or the Leased Premises is damaged by fire or other casualty, and A&M SYSTEM determines in its sole discretion that it is prevented from using the Leased 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 MCLEAN 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 MCLEAN within that 30-day period, and MCLEAN shall, within 10 days following the date of such written notice, commence to rebuild or restore the Leased Premises to substantially the condition of the Leased Premises prior to the fire or other casualty. If MCLEAN 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 MCLEAN within 15 days following the end of that 60-day period. Alternatively, if MCLEAN 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. MCLEAN authorizes A&M SYSTEM to engage in repairs of any damage to the Leased Premises, whether MCLEAN has been notified of such damage or not, if such damage presents a threat to the health or safety of A&M SYSTEM, its employees, clients, representatives, agents, customers, or other persons frequenting the Leased Premises. Any costs incurred by A&M SYSTEM shall be reimbursed by MCLEAN within 10 days following written demand from A&M SYSTEM accompanied by evidence of the costs incurred.

ARTICLE 8

INSURANCE

8.01 MCLEAN's Insurance Obligations. MCLEAN covenants and agrees that from and after the date of delivery of the Leased Premises from MCLEAN to A&M SYSTEM, and during the term of this Lease or any renewal thereof, MCLEAN 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. MCLEAN 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. No insurance carrier shall have a right of subrogation against A&M SYSTEM.

8.02 A&M SYSTEM'S Insurance Obligations. MCLEAN 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 Leased 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 Leased Premises to any private parties (persons or corporations) without the prior written consent of MCLEAN, which consent shall not be unreasonably withheld or delayed.

ARTICLE 10

COMPLIANCE WITH STATE AND FEDERAL LAW

10.01 Accessibility. In signing this Lease, MCLEAN certifies that at the time the Leased Premises become occupied by A&M SYSTEM and throughout the term of this Lease and any additional tenancy, MCLEAN will comply with The Texas Accessibility Standards ("TAS") 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"); and the ADA Accessibility Guidelines ("ADAAG") promulgated under The Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. § 12181 *et seq.* In instances of differences between TAS and ADAAG, the most stringent requirement (i.e., providing the highest degree of accessibility) applies.

Neither A&M SYSTEM nor its occupying member has 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 member, nor the TDLR has authority to waive any requirements of the federal Americans with Disabilities Act, and any claim regarding such waiver is expressly denied.

10.02 Official Relationships. MCLEAN acknowledges that Texas law prohibits contracts between A&M SYSTEM and its officers, and such prohibition extends to contracts

with any partnership, corporation or other organization in which any such officer has an interest. MCLEAN certifies (and this Lease is made in reliance on such certification) neither MCLEAN nor any person having an interest in this Lease by, through or under MCLEAN, is an officer of A&M SYSTEM.

10.03 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."

10.04 Debt and Delinquencies. Pursuant to Section 2252.903, *Texas Government Code*, MCLEAN agrees that any payments owing to MCLEAN under this Agreement may be applied directly toward certain debts or delinquencies that MCLEAN 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.

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

10.06 Debarment. MCLEAN represents and warrants, to the best of its knowledge and belief, that neither MCLEAN 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. MCLEAN shall provide immediate written notice to A&M SYSTEM if, at any time MCLEAN 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 MCLEAN 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

MCLEAN may terminate this Lease and enter upon and take possession of the Leased 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. MCLEAN shall have such other remedies as are available under the law.

ARTICLE 12
DEFAULT BY MCLEAN

If MCLEAN shall (i) fail to comply with any term, condition or covenant of this Lease that is required to be performed or observed by MCLEAN, or (ii) breach any of its representations and warranties set forth in this Lease, or if A&M SYSTEM is unable to use the Leased Premises for more than 30 consecutive calendar days due to any law or any order, rule, or regulation of any competent governmental authority, and MCLEAN shall not cure or correct such failure, breach or condition within 30 days after receipt of written notice from A&M SYSTEM to MCLEAN (or, in the case of an emergency, within twenty-four hours after receipt of written or telephonic notice thereof given by A&M SYSTEM to MCLEAN), or, if such failure, breach or condition (other than an emergency situation as aforesaid) cannot reasonably be cured within said 30 day period, MCLEAN 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 without being obligated to do so, cure or correct such default or breach for the account of MCLEAN, 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 MCLEAN to A&M SYSTEM within 10 days after demand. If MCLEAN 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 MCLEAN, 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 MCLEAN 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 **MCLEAN** can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

MCLEAN: McLean Developing Services, LLC
Attn: Mike McLean, Manager
15110 Jones Maltsberger, Suite 105
San Antonio, Texas 78247
Phone: (210) 497-0022
Email: mcleandevolving@sbcglobal.net

A&M SYSTEM: Texas A&M Forest Service
Attn: Terry Smith, Purchasing Department Head
200 Technology Way, Suite 1120
College Station, TX 77845-3424
Phone: 979-458-7381
Email: tsmith@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

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 Alterations. Any physical additions or improvements to the Leased Premises made by **A&M SYSTEM** will become the property of **MCLEAN** provided, that such additions or improvements may be removed by **A&M SYSTEM** at the end of the Term and at **A&M SYSTEM'S** expense so long as **A&M SYSTEM** restores the Lease Premises to the condition existing at the Commencement Date, normal wear and tear excepted.

13.03 Force Majeure. Neither party is required to perform any non-monetary term, condition, or covenant of this Lease, if performance is prevented or delayed by a natural occurrence, fire, flood, pandemic, epidemic, quarantine, national or regional emergency, governmental order or action, civil commotion, riot, war (declared and undeclared), revolution, act of foreign or domestic terrorism, embargo, act of God, 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.

13.04 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.

13.05 Entire Agreement. This Lease and any document incorporated herein by reference constitutes the complete agreement of **MCLEAN** 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 successor 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 **MCLEAN** 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 **MCLEAN** 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 **MCLEAN**, and the successor and assigns of **A&M SYSTEM**.

13.11 Right to Audit. **MCLEAN**, must at all times during the Term of this Lease, at **MCLEAN's** sole cost, retain accurate and complete financial records, supporting documents, and any other records or books relating to this Lease. **MCLEAN** 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. **MCLEAN** 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, **MCLEAN** must ensure that this section's provisions concerning the authority to audit funds received either directly or indirectly by subcontractors through **MCLEAN** and the requirement to cooperate is included in any subcontract(s) that the **MCLEAN** enters with any subcontractor(s) related to this Lease.

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

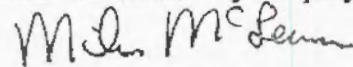
ARTICLE 14
SPECIAL PROVISIONS

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.

EXECUTED this 18 day of July, 2023 by **MCLEAN**.

**MCLEAN DEVELOPING SERVICES,
LLC**, a Texas limited liability company



By: _____

MIKE MCLEAN

Manager

EXECUTED this 12 day of July, 2023 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 the
Texas A&M Forest Service

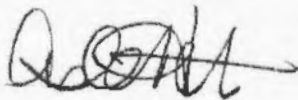
By: 

A. G. DAVIS

Director

Texas A&M Forest Service

APPROVED AS TO FORM:



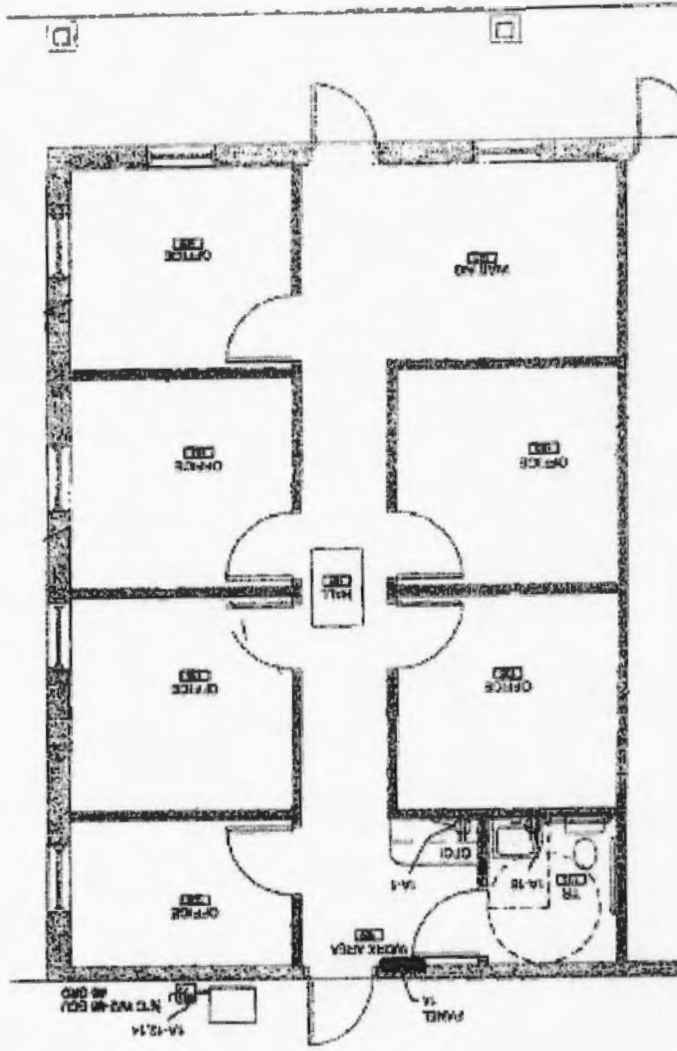
ASHLEA HEWLETT

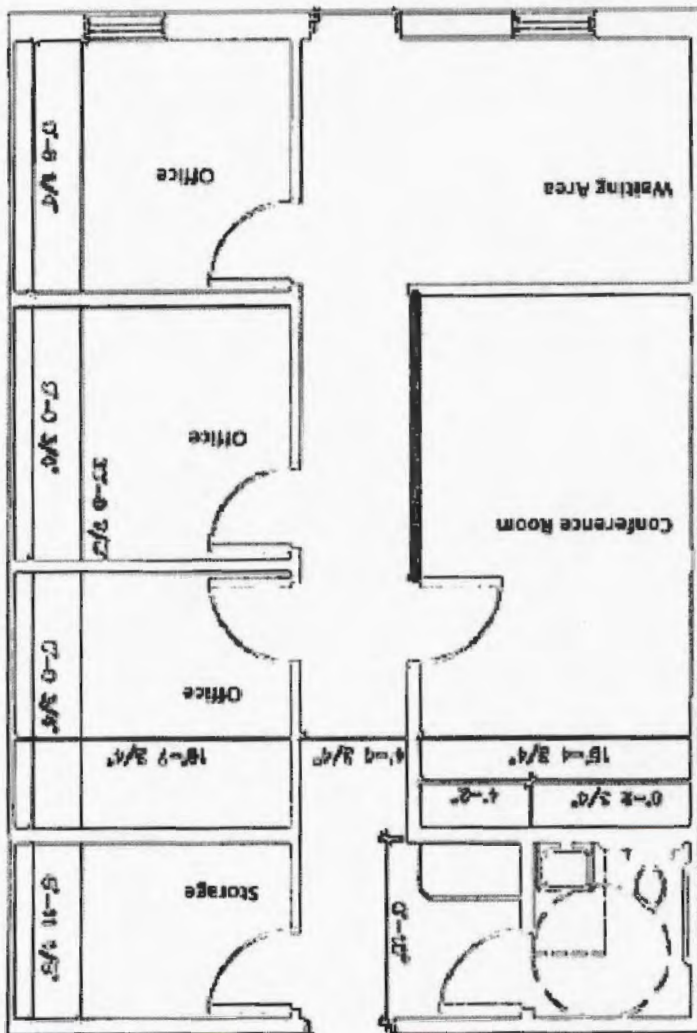
Assistant General Counsel

Office of General Counsel

The Texas A&M University System

Exhibit A Suite 101





Suite 103