

PURCHASE ORDER

VENDOR

TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENTOrder Date
08/22/2023

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)
P400079	

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

VENDOR
17426836570 I-290 LIMITED PARTNERSHIP 3508 FAR WEST BLVD STE 100 AUSTIN, TX 78731-2289

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

INVOICE TO:
TEXAS A&M FOREST SERVICE AUSTIN REGIONAL OFFICE-FRD 6330 HWY 290 EAST, STE #115 AUSTIN TX 78723
SHIP TO:
TEXAS A&M FOREST SERVICE AUSTIN REGIONAL OFFICE-FRD 6330 HWY 290 EAST, STE #115 AUSTIN TX 78723

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED
BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT BEFORE TO 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-LLD				
1	Austin Office Lease 9/01/23-11/30/23	3	MO	4,837.500	14,512.50
2	Austin Office Lease 12/1/23-8/31/24	9	MO	4,950.000	44,550.00
				TOTAL	59,062.50
	***** 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.				
	EXEMPT PURCHASE - TEXAS A&M FOREST SERVICE PURCHASING PROCEDURES, SECTION 6 (EXEMPT PURCHASES).				
	REFERENCE: OGC #2011-0027963-T010 TERM OF LEASE: 12/1/21 - 11/30/26 THIS PO FOR 09/01/23-08/31/24 EXECUTED LEASE: 10/19/2021				
	PREVIOUS PO# P300074				
	VENDOR QUOTE: 27963-T010 VENDOR REF: RICHARD DUPONT				

RTL

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

FOB: NOT SPECIFIED

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

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 **I-290 LIMITED PARTNERSHIP**, a Massachusetts limited partnership, 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**, a member of The Texas A&M University System ("**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:

2,700 rentable square feet of office space as depicted on the floor plan attached hereto as Exhibit "A" in the building (the "Building") located at 6330 Highway 290 East, Austin, Travis County, Texas 78723, 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 "Premises"), 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** will peaceably and quietly have, hold and enjoy the Premises for the term of this Lease.

1.04 Taxes. Unless exempt, **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. **LANDLORD**, at **LANDLORD's** sole cost, will be responsible for all utility charges.

1.06 Trash and Janitorial Services. **LANDLORD**, at **LANDLORD'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. **A&M SYSTEM**, at **A&M SYSTEM's** sole cost, will be responsible for all 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 December 1, 2021 (the "Commencement Date"), and ending on November 30, 2026 (the "Term", which definition will include all renewals of the initial Term, if exercised), unless sooner terminated in accordance with the terms of this Lease.

2.02 Renewal. Intentionally deleted.

2.03 Early Termination. **A&M SYSTEM** may terminate this Lease, with or without cause, by sending **LANDLORD** 30 calendar days' 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** will have the right to remove its equipment and personal property from the Premises, and must 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 according to the schedule listed below; 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 will be prorated.

<u>Date</u>	<u>Monthly Payment</u>
December 1, 2021-November 30, 2022	\$4,725.00
December 1, 2022-November 30, 2023	\$4,837.50
December 1, 2023-November 30, 2024	\$4,950.00
December 1, 2024-November 30, 2025	\$5,062.50
December 1, 2025-November 30, 2026	\$5,175.00

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. Intentionally deleted.

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 will 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 will 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 must maintain the Building (expressly including the common areas, parking and landscaping) and the Premises in a first-class, clean, and safe condition, must not permit or allow to remain any waste or damage to any portion of the Building or the Premises, and must promptly repair any damage, except damage arising from the act or negligence of A&M SYSTEM, its agents or employees, which will 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 will 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, must 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 will 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** will give written notice to **LANDLORD** within that 30-day period, and **LANDLORD** must, 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** will 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** will notify **LANDLORD** immediately. **LANDLORD** will 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** will 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** must 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 must 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** will 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 will 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** must 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** (i) fails 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** does 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** does not commence to cure such failure or breach within said 30 days and does 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, will 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 will 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** will 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 will 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: I-290 Limited Partnership
Attn: Richard Dupont
3508 Far West Blvd., Suite 100
Austin, Texas 78731

Tel: 512-302-1500
E-mail: rick@thedupontgroup.com

A&M SYSTEM: Texas A&M Forest Service
Attn: Terry Smith, Contracts Administrator
200 Technology Way, Suite 1151
College Station, TX 77845-3424
Tel: 979-458-7382
Fax: 979-458-7386
E-mail: tsmith@tfs.tamu.edu

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

13.02 Force Majeure. If either party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, pandemic, epidemic, quarantine, national or regional emergencies, governmental order or action, civil commotion, riot, war (declared and undeclared), revolution, acts of foreign or domestic terrorism, or embargos, (each, a "Force Majeure Event") whether or not foreseeable or preventable through the exercise of reasonable diligence, occurs, is implemented or becomes effective during the term of this Lease and makes it unsafe (or gives rise to a health risk), impracticable, onerous, uneconomic, or burdensome for either party to proceed with or continue the performance of this Lease or any part thereof, then said failure will be excused for the duration of such Force Majeure Event(s) and for such a time thereafter as is reasonable to enable the parties to resume performance under this Lease, provided however, that in no event will such time extend for a period of more than 30 days. For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto will be deemed Force Majeure Event(s), even to the extent reasonably foreseeable by either party as of the effective date of this Lease.

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, will 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** will 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** will 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 will 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 will not be construed as a waiver or relinquishment of such covenants in future instances, but the same will 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 will 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 TO FOLLOW ON NEXT PAGE]

EXECUTED this 19 day of Oct, 2021 by LANDLORD.

LANDLORD



RICHARD E. DUPONT

President

I-290 Limited Partnership

[SIGNATURES CONTINUE ON NEXT PAGE]

EXECUTED this 15th day of October, 2021 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

Exhibit A

