

VENDOR

PURCHASE ORDER

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

Order Date
12/18/2023

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)
P400201	

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

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

VENDOR
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 **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-TCJ Lease of Warehouse Space Located At: 10500 State Highway 30 College Station, TX 77845 ***** 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 LEASE #2024-110002 TERM OF LEASE: 4/1/24 - 3/31/29 TERM OF PO: 4/1/24 - 8/31/24 PREVIOUS PO# P400011 VENDOR QUOTE: LEASE VENDOR REF: MARK DENNARD 979-255-3222	5	MO	5,200.000	26,000.00
	TOTAL				26,000.00

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

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

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.

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. Intentionally deleted.

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** will peaceably and quietly have, hold and enjoy the Premises for the term of this Lease.

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** will be responsible for and pay all fees and charges for electricity, gas (if applicable), and water serving the Premises. **LANDLORD** will 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 will 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 the Lease will be sixty (60) months, commencing on April 1, 2024 (the "Commencement Date"), and expiring on March 31, 2029 (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 one hundred eighty (180) calendar days' prior written notice of A&M SYSTEM's intent to terminate.

2.03 Property Removal. Upon the termination of this Lease for any reason, A&M SYSTEM 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, base rent in the amount of FIVE THOUSAND TWO HUNDRED DOLLARS (\$5,200) per month, provided that the first monthly payment is due on or before the Commencement Date. Rent for any partial month will be prorated.

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

ARTICLE 4
COVENANTS AND OBLIGATIONS OF LANDLORD

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

4.02 **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 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.

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 must 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, 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, 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 will give written notice thereof to LANDLORD and if LANDLORD fails to commence such maintenance within ten (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 thirty (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 Section 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 thirty (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 thirty (30) day period, and LANDLORD must, within twenty (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 sixty (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 fifteen (15) days following the end of that sixty (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 ten (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 ten (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 thirty (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 twenty-five percent (25%) 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 thirty (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) breaches 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 thirty (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 thirty (30) days after receipt of written notice from **A&M SYSTEM** to **LANDLORD** (or, in the case of an emergency, within twenty-four (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 thirty (30) day period, **LANDLORD** does not commence to cure such failure or breach within said thirty (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 ten (10) days after demand. If **LANDLORD** fails to pay any amount due with the ten (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 notices required or permitted under this Lease must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The parties may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

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

A&M SYSTEM: Texas A&M Forest Service
Attn: Terry Smith, Purchasing Department Head
200 Technology Way, Suite 1120
College Station, Texas 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

with copy to: The Texas A&M University System
Office of General Counsel
Attn: Property & Construction
301 Tarrow Street, 6th Floor
College Station, Texas 77840-7896
Phone: 979-458-6120
Email: property@tamus.edu

13.02 Force Majeure. Neither party is required to perform any term, condition, or covenant of this Lease, if performance is prevented or delayed by a natural occurrence, 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.

13.03 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. This Lease will 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 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 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.

13.10 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**.

13.11 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.

13.12 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 ten (10) days following mailing of written notice of a dispute, engage in face-to-face negotiations in an attempt to resolve the dispute and will, upon failing to negotiate a resolution, choose a mutually agreeable third party neutral, who will mediate the dispute between the parties. The mediator will be a person qualified under the Texas Alternative Dispute Resolution Procedures Act and will be appointed by a state district judge or the American Arbitration Association if the parties are unable to agree upon a qualified person. Mediation will be non-binding and will be confidential. The parties will refrain from court proceedings during the mediation process insofar as they can do so without prejudicing their legal rights. The parties will participate in good faith in accordance with the recommendations of the mediator and will follow the procedures for mediation as suggested by the mediator. All expenses of mediation except expenses of the individual parties, will be shared equally by the parties. Each party will 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 will execute the Consent attached hereto as Exhibit "B" and made a part hereof authorizing and consenting to the LANDLORD entering into this Lease with A&M SYSTEM.

EXECUTED this 4th day of December, 2023 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
MARK DENNARD
Sole Owner

And

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

By: Frank D. Destefano
FRANK D. DESTEFANO
Managing Member

[SIGNATURES CONTINUE ON NEXT PAGE]

EXECUTED this 8th day of December, 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 Texas A&M Forest
Service

By: 
ALPHONSE DAVIS
Director
Texas A&M Forest Service

APPROVED AS TO FORM:



GERRY M. BROWN
Assistant General Counsel, Property & Construction
Office of General Counsel
The Texas A&M University System

EXHIBIT "A"
(Page 1 of 2)

Premises Depiction

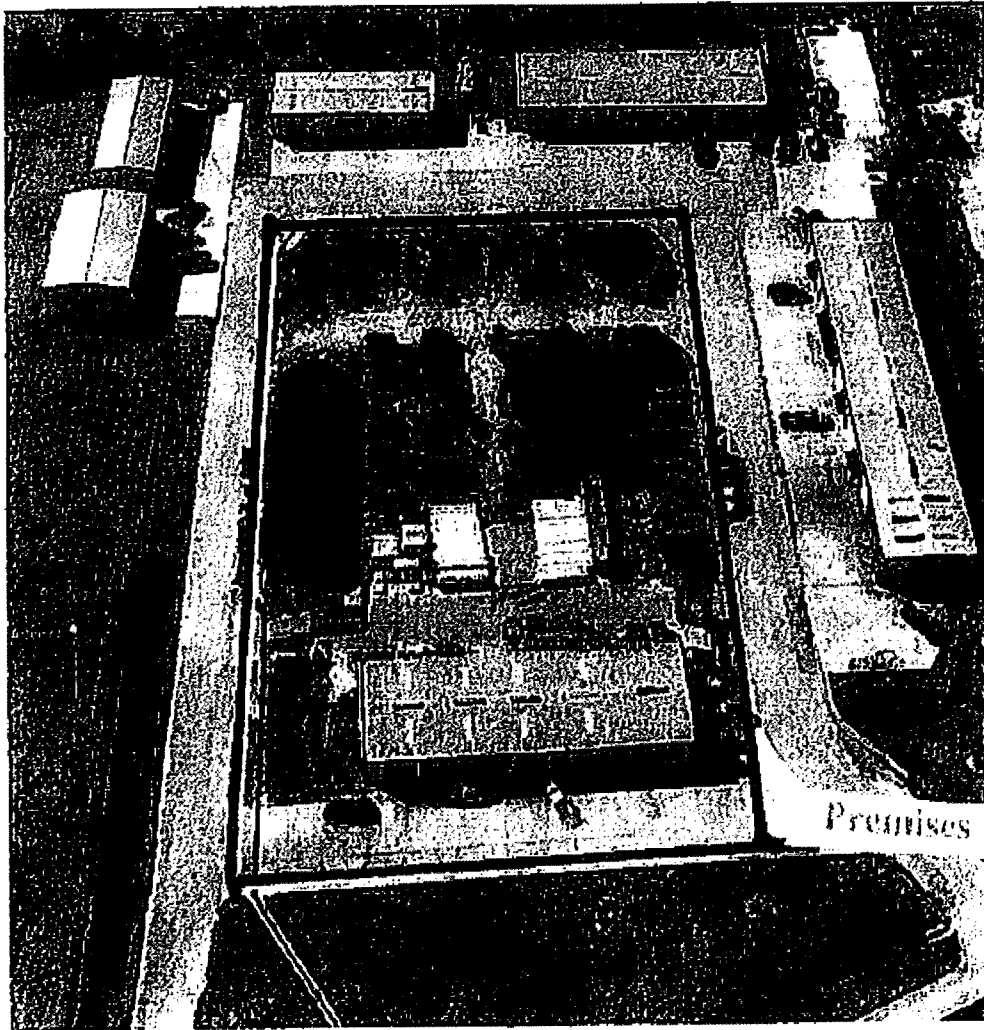
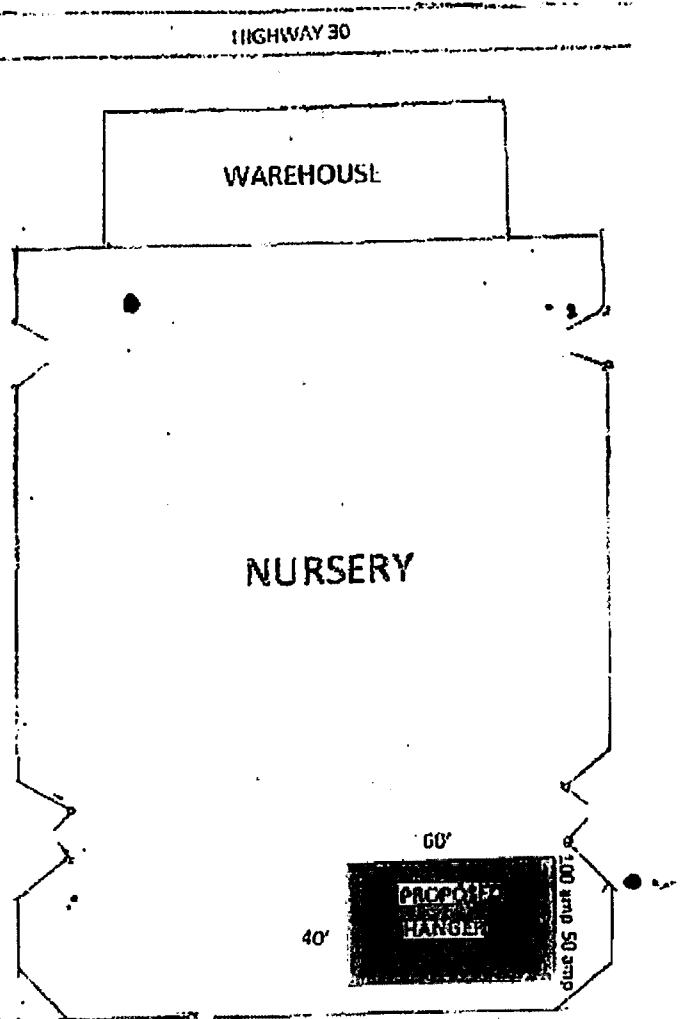


EXHIBIT "A"
(Page 2 of 2)

Premises Depiction



1/2" = APPROX 20'

EXHIBIT "B"

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 will 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 will, 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 will obtain a consent substantially similar to the form of this consent from such new owner of the Premises. This consent will be binding upon, and inure to the benefit of, Property Owner and Property Owner's heirs, successors and assigns.

Executed as of the 4th day of November, 2023.

HWY 30 WAREHOUSES, LLC,
a Texas limited liability company

By: HWY 30 WAREHOUSES, LLC
Name: MARK DENNARD
Title: Part Owner

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

By: 7-D PROPERTIES, LLC
Name: FRANK COSTANTINO
Title: PARTNER - OWNER