

VENDOR

PURCHASE ORDER

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

Order Date
08/16/2024

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)
P500060	

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

INVOICE TO:

TEXAS A&M FOREST SERVICE
MERKEL OFFICE
PO BOX 429
MERKEL TX 79536

VENDOR
24533139420 ERWIN LEE HARVEY SR 1052 JAN LEE DR BURKBURNETT, TX 76354-2942

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

SHIP TO:

TEXAS A&M FOREST SERVICE
BURKBURNETT OFFICE
1900 S. FM 369
BURKBURNETT TX 76354

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-SSP Burkburnett Office Lease FY 25 (Erwin Lee Harvey Sr.) 9/1/24-7/31/25 ***** 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) . EXEMPT PAYMENT OF LEASED OFFICE SPACE OGC CONTRACT# 2019-0050511 FOR LEASE OF BURKBURNETT OFFICE SPACE TERM OF LEASE: 8/1/24-7/31/25 VENDOR QUOTE: 2019-50511 VENDOR REF: IRWIN LEE HARVEY 832-205-0706	11	MO	5,000.000 TOTAL	55,000.00 55,000.00

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

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 **E.L. HARVEY SR.**, an individual, 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 the Texas A&M Forest Service ("**TFS**").

ARTICLE 1 PREMISES

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

3,750 square feet of space situated in the building (the "Building"), located at 1900 S. FM 369, Burkburnett, Texas 76354 (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, including the restrooms, drive-in service bay adjacent to office space, and outdoor storage areas. The drive-in service bay will only be available to TFS when not in use by the **LANDLORD**. The **LANDLORD** reserves the right of priority use of the service bay.

1.02 Parking. **LANDLORD** will provide a fenced, secured parking lot capable of holding two tractor trailer transports, one fire engine, and four staff/support vehicles. In addition, **LANDLORD** will provide space for seven employee owned vehicles.

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. **A&M SYSTEM** is responsible for all electricity and water utility charges serving the Premises.

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

1.07 Extermination Services. **A&M SYSTEM** will be responsible for all extermination services.

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

ARTICLE 2 **TERM**

2.01 Initial Term. The term of this Lease will be one (1) years, commencing on August 1, 2024 (the "Commencement Date"), and ending on July 31, 2025 (the "Term") 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** thirty (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 in the amount of \$5,000 per month; provided that the first monthly payment is due on or before the Commencement Date. Rent is payable in advance and rent for any partial month 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 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, at its sole cost and expense, the Building (**expressly including the common areas**) 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. **LANDLORD** must promptly repair any damage to the Building (**expressly including the common areas**) and the Premises, at its sole cost and expense, 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**. **LANDLORD** will maintain at the septic system at its own cost. For emergency and security purposes, and for maintaining the Premises, **LANDLORD** reserves the right, upon not less than twenty-four (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 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.

5.03 A&M SYSTEM Maintenance Obligations. **A&M SYSTEM** will maintain the leased square footage in a clean and orderly manner. **A&M SYSTEM** will maintain the exterior property. All mowing, weed eating and weed control, will be maintained by **A&M SYSTEM**.

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 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 Chapter 502, Texas Labor Code. **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; 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. **LANDLORD** expressly acknowledges that 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. Under Section 231.006, Texas Family Code, **LANDLORD** certifies that the individual or business entity named in this Lease is not ineligible to receive the payments under

this Lease and acknowledges that this Lease may be terminated and payment may be withheld if this certification is inaccurate.

10.03 Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 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 within 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: E.L. Harvey Sr.
1052 Jan Lee Dr.
Burkburnett, Texas 76354
Phone: 832-205-0706
Email: lee.harvey@co.wichita.tx.us

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: 979-458-7382
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

And: 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 will be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Lease for failure or delay in fulfilling or performing any non-monetary obligation under this Lease if and to the extent such failure or delay is caused by or results from causes beyond the affected party's reasonable control (financial inability excepted), including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, pandemics, quarantine, national or regional emergency, governmental order or action, natural disaster, embargoes, war, insurrection, terrorist acts, or any other circumstances of like character; provided, however, that the affected party has not caused such force majeure event(s), will use reasonable commercial efforts to avoid or remove such causes of nonperformance, and will continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party will provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

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 Severability. In case any one or more of the provisions contained in this Lease is, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this Lease will be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The parties agree that any alterations, additions, or deletions to the provisions of this Lease that are required by changes in federal or state law or regulations are automatically incorporated into this Lease without written amendment hereto and will become effective on the date designated by such law or by regulation.

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 provided to **A&M SYSTEM** in writing, 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 thirty (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 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.

13.13 State Auditor's Office Right to Audit. **LANDLORD** understands that acceptance of funds under this Lease acts as acceptance of the authority of the State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. **LANDLORD** agrees to cooperate fully with the Auditor in the conduct of the audit or investigation, including providing all records requested. **LANDLORD** will include this provision in all contracts with permitted subcontractors.

13.14 Conflict of Interest. **LANDLORD** certifies, to the best of its knowledge and belief, that no member of the Board of Regents of The Texas A&M University System, nor any employee of **A&M SYSTEM**, has a direct or indirect financial interest in **LANDLORD** or in the transaction that is the subject of this Lease.

13.15 Compliance with Laws. Each party hereto will comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Lease.

13.16 Tax Exempt Status. As an agency of the State of Texas, **A&M SYSTEM** is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.

13.17 Dispute Resolution. To the extent that Chapter 2260, Texas Government Code is applicable to this Lease, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by **A&M SYSTEM** and **LANDLORD** to attempt to resolve any claim for breach of contract made by **LANDLORD** that cannot be resolved in the ordinary course of business. **LANDLORD** will submit written notice of a claim of breach of contract under this Chapter to **A&M SYSTEM**, who will examine **LANDLORD**'s claim and any counterclaim and negotiate with **LANDLORD** in an effort to resolve the claim. This provision and nothing in this Lease waives **A&M SYSTEM**'s sovereign immunity to suit or liability, and **A&M SYSTEM** has not waived its right to seek redress in the courts.

13.18 Confidentiality. As an agency of the State of Texas, **A&M SYSTEM** is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code. To the extent this Lease places any limits or restrictions on the disclosure of information that is or may be deemed by **LANDLORD** to be confidential, **A&M SYSTEM**'s compliance with the terms of the Public Information Act will not constitute a default under this Lease.

13.19 Use of Name. Each party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that party. Neither party may use the Marks of the other without the advance written consent of that party, except that each party may use the name of the other party in factual statements that, in context, are not misleading.

13.20 Cumulative Rights. All rights, options, and remedies contained in this Lease and held by **A&M SYSTEM** and **LANDLORD** are cumulative and the exercising of one will not exclude exercising another. **A&M SYSTEM** and **LANDLORD** each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of the Lease.

13.21 Headings. The captions in this Lease are included for reference only and are not considered a part of, and will not be deemed to modify, restrict, or enlarge any of the provisions of this Lease.

13.22 Counterparts. This Lease may be executed in multiple counterparts, each of which will be deemed to be an original, and all of such counterparts will constitute one document. To facilitate execution of this Lease, the parties hereto may execute and exchange by electronic mail PDF, counterparts of the signature pages. Signature pages may be detached from the counterparts and attached to a single copy of this Lease to physically form one document. The parties hereto consent and agree that this Lease may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record will be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (a) to the extent a party signs this Lease using electronic signature technology, by clicking "SIGN", such party is signing this Lease electronically, and (b) the electronic signatures appearing on this Lease will be treated, for purposes of validity, enforceability, and admissibility, the same as handwritten signatures.

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

ARTICLE 14 **SPECIAL PROVISIONS**

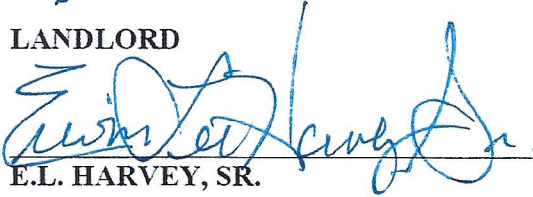
Notwithstanding any other term or condition of this Lease or any document incorporated in this Lease by reference, the parties agree to the following special provisions:

None.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

EXECUTED this 1ST day of August, 2024 by LANDLORD.

LANDLORD


E.L. HARVEY, SR.

EXECUTED this 5TH day of AUGUST, 2024 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: David L. Zamora Associate Director For
Finance And Administration
A.G. DAVIS
Director
Texas A&M Forest Service

For

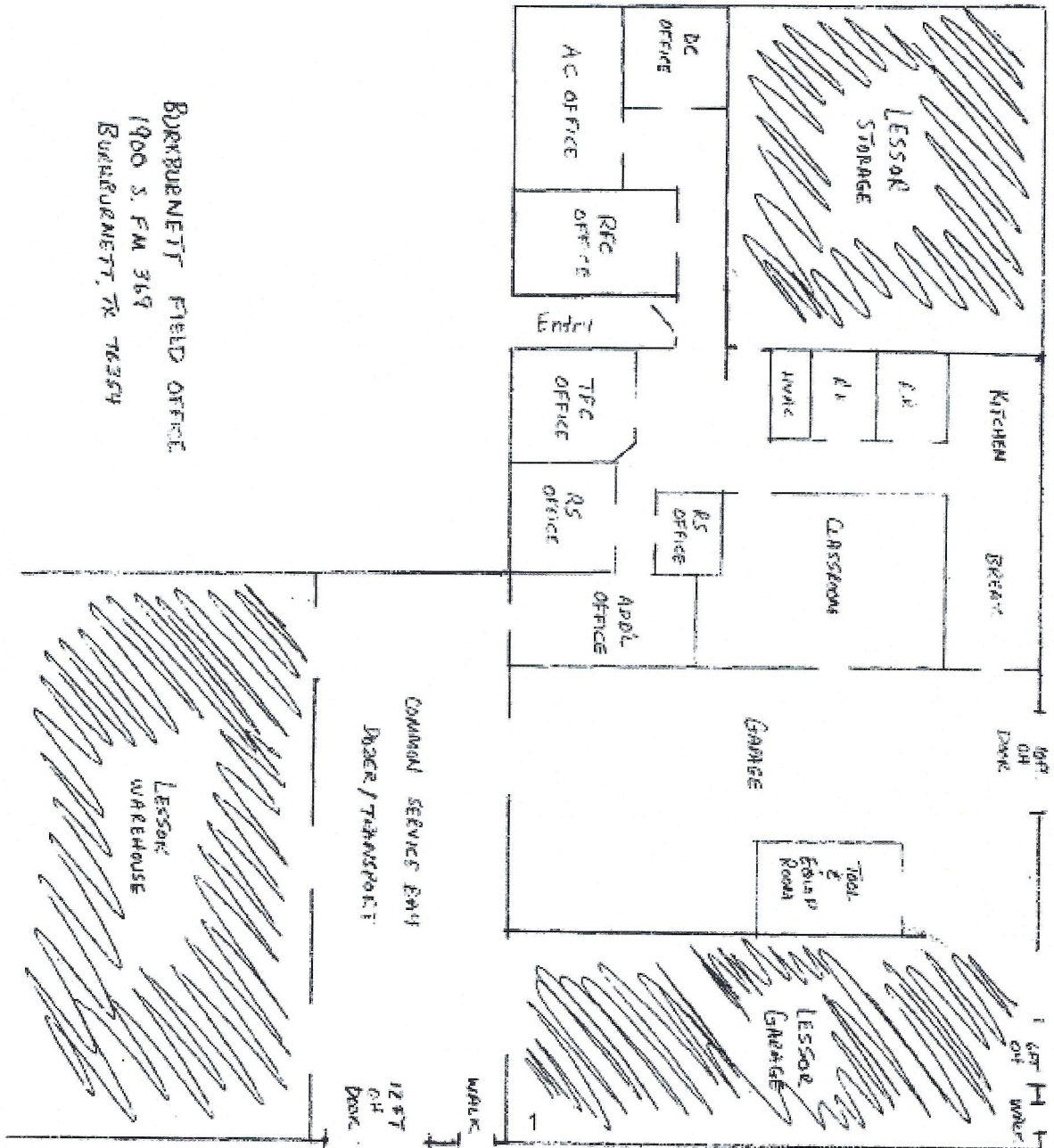
APPROVED AS TO FORM:



ASHLEA HEWLETT
Assistant General Counsel, Property & Construction
Office of General Counsel
The Texas A&M University System

Exhibit "A"

North
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BURKBURNETT FIELD OFFICE
1900 S. FM 369
BURKBURNETT, TX 76354