

PURCHASE ORDER
TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

VENDOR

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

Order Date
08/11/2025

Page 01

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

P600016

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

INVOICE TO:

TEXAS A&M FOREST SERVICE
 FREDERICKSBURG OFFICE
 RURAL FIRE DEFENSE
 PO BOX 1032
 FREDERICKSBURG TX 78624

VENDOR

17426562271
 BEEVILLE-BEE COUNTY REDEVELOPMENT
 AUTHORITY
 BEE DEVELOPMENT AUTHORITY
 2745 BYRD ST
 BEEVILLE, TX 78102-0002

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

SHIP TO:

TEXAS A&M FOREST SERVICE
 BEEVILLE TASK FORCE
 2964 BYRD STREET
 BEEVILLE TX 78102

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
	USER REF: 000000-PMR				
1	Monthly lease payment to Beeville-Bee County Redevelopment for 1,113.6 sq ft office space. Electricity, gas, water, sanitary sewer and solid waste disposal are included. This PO covers 09/01/25-08/31/26	12	MO	1,700.000	20,400.00
TOTAL					
20,400.00					
***** NET 30 *****					
<p>NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT.</p> <p>CONTRACT LEASE TERM 02/01/2024-01/31/2029 FY26 LEASE TERM: 09/01/25-08/31/26</p> <p>PER TERMS AND CONDITIONS OF OGC 202411004, LEGAL FILE# 2019-0051480</p> <p>VENDOR QUOTE: LEASE VENDOR REF: JAIME ARRISOLA</p>					
BGS					

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 51.309 (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

**LEASE AGREEMENT
BETWEEN THE BEE DEVELOPMENT AUTHORITY
AND
THE BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**

STATE OF TEXAS

15

COUNTY OF BEE

5

1. **Date:** February 1, 2024
2. **Landlord:** As used herein, "Landlord" means the BEE DEVELOPMENT AUTHORITY, and its officers, directors, agents, servants, employees and representatives, Landlord being a defense base development authority established by the City of Beeville, Texas, a municipality, as reflected in City of Beeville Resolution No. 2001-014, collectively referred to herein as "Landlord".
3. **Landlord's Related Parties:** As used herein, the term "Landlord's Related Parties" means any officers, directors, agents, servants, employees and representatives of Landlord, and any other person entering upon the Leased Premises (defined below) on Landlord's behalf and/or with Landlord's authorization, together with any officers, directors, members, agents, servants, employees or representatives of any of them.
4. **Landlord's Addresses:** Mailing Address:

Bee Development Authority
Attn: Frank Dominiguez
P.O. Box 1448
Beeville, Texas 78104-1448
Phone: 361-358-2023
Email: ExecutiveDirector@BeeDevelopmentAuthority.org

Physical Address:

2745 Byrd Street
Beeville, Texas 78102
5. **Tenant:** As used herein, "Tenant" means the 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, and its officers, agents, servants, employees and representatives, collectively referred to herein as "Tenant".
6. **Tenant's Affiliates:** As used herein, the term "Tenant's Affiliates" means and refers to Tenant, together with its respective officers, agents, servants, employees, business invitees and representatives, and any other person entering upon the Leased Premises on its behalf and/or with its authorization.
7. **Tenant's Related Parties:** As used herein, the term "Tenant's Related Parties" means any officers, agents, servants, employees, representatives or business invitees of Tenant, Tenant's Affiliates, site service vendors and suppliers and any other person entering upon the Leased Premises on Tenant's behalf and/or with Tenant's authorization, together with any officers, directors, members, agents, servants, employees or representatives of any of them.
8. **Tenant's Property:** The term "Tenant's Property" as used herein means and refers to all personal property belonging to Tenant or which is in Tenant's care, custody and control.

9. Tenant's Address: Mailing Address:
Texas A&M Forest Service
Attn: Terry Smith, Purchasing Department Head
200 Technology Way, Suite 1120
College Station, Texas 77845
Phone: 979-458-7382
Email: tsmith@tfs.tamu.edu

with a 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 a 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

10. Leased Premises: (a) 1,113.6 square feet of office space (Rooms 106, 107 & 108) located in Building 2841, also referred to as the "Ground Electronics Building", (b) 800 square foot pole barn situated adjacent to Building 2841, (c) an approximate 0.63 acre parking lot located across Independence Street from Building 2841 for the limited purpose of parking vehicles, and (d) the non-exclusive use of the common areas in Building 2841, including the lobbies, hallways, elevators, stairwells, telecommunication rooms, and restrooms; and

The non-exclusive use of roadways, as well as means of ingress to and egress from the Leased Premises, over and across other land and premises owned by Landlord but not exclusively included within the scope of this Lease Agreement, it being further understood and agreed that Tenant and Tenant's Related Parties will have a co-equal right with Landlord to use any such roadways and other means of ingress and egress. In this regard, Landlord reserves the sole and exclusive right to publish and promulgate all such rules and regulations as Landlord deems proper to govern the parking of vehicles and the ingress and egress of same to and from the Leased Premises by Tenant.

Attached to, and made a part of, this Lease Agreement is Exhibit A, reflecting the Leased Premises. All rights to any area not indicated on Exhibit A, but within the Bee Development Authority property, are expressly excluded from this Lease Agreement and Tenant has no rights of access, use or occupancy of the same.

11. Rent & Other Expenses: One Thousand Seven Hundred Dollars (\$1,700) per month, inclusive of all utilities, payable in advance and due on the first day of each month, beginning February 1, 2024. Rent for any partial month will be prorated.

12. **Term:** This Lease Agreement is for a term of five (5) years.
13. **Commencement Date:** February 1, 2024.
14. **Termination Date:** January 31, 2029.
15. **Use:** Tenant will use and occupy the Leased Premises, including, but not limited to, any adjacent areas as described and authorized herein for the purposes of supporting and expanding Tenant's firefighting operations in the region and including the limited right to service machinery within the confines of the pole barn, and the limited right to store supplies in Room 108. The parties acknowledge that the scope of this Lease Agreement and the use or uses authorized hereunder may be modified from time to time by written memoranda approved by both parties and signed by such person or persons authorized to act on behalf of the parties.
16. **Infrastructure Improvements:** Tenant agrees to keep and maintain the Leased Premises in as good as, or better than, the condition as it exists on the date of this Lease Agreement, normal wear and tear excepted. Landlord may require that Tenant, at the end of the Term or upon termination of this Lease Agreement, and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Leased Premises to the condition existing at the Commencement Date, normal wear and tear excepted. If Landlord does not require removal, all physical additions and improvements will remain on, and become a part of, the Leased Premises and Tenant waives any rights or claims of ownership with respect thereto.
17. **Additional Lease Clauses and Covenants:**
 - a. Tenant agrees:
 - (1) Subject to Paragraph 22.b, to lease and let the Leased Premises from Landlord for the entire Term beginning on the Commencement Date and terminating at the Termination Date set forth above, or as otherwise provided for in this Lease Agreement.
 - (2) Except as otherwise expressly provided for herein, to accept the Leased Premises in their present condition, "AS IS, WHERE IS and WITH ALL FAULTS". Tenant acknowledges and stipulates that Tenant has fully and adequately inspected the Leased Premises, and has independently determined that the same are sufficient for Tenant's purposes, subject to the repairs and renovations to which the parties have agreed, if any. In making such determination, Tenant is not relying on any representation or claim made by Landlord or by any of Landlord's agents or representatives, but instead is relying solely upon Tenant's sole judgment and discretion. **It is further agreed and stipulated that Landlord has disclosed to Tenant that lead based paint and asbestos are present in the Leased Premises and are being managed in place.** Tenant agrees that under no circumstances will Tenant modify, alter, change or otherwise disturb the Leased Premises in such manner as to affect lead based paint and/or asbestos or in such manner which compromises, harms or injures Landlord's plan to manage the same in place.
 - (3) Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Leased Premises, including the rules and

regulations pertaining thereto adopted by Landlord, including, but not limited to, security and personnel checks, restrictions and other rules and regulations governing occupancy of the Leased Premises and for Chase Field Industrial Park as may be adopted by Landlord. In this regard, Landlord will have the right to initiate and modify from time to time a formal set of written rules, and that Landlord will have the exclusive right to promulgate, establish, and implement such rules, restrictions, regulations, policies and procedures relating to ingress, egress, security, personnel checks and any other matter which Landlord, in its sole judgment and discretion, deems proper or appropriate for the orderly development and operation of Chase Field Industrial Park. Any rule, restriction, regulation, policy or procedure adopted by Landlord will be provided in writing to Tenant at the address shown above or at the Leased Premises, and will be effective as to Tenant upon delivery thereof by Landlord.

- (4) Pay all sums and amounts of money due hereunder and in the time due hereunder, or as set out in applicable Texas law, the same to be mailed or delivered to Landlord at Landlord's address.
- (5) To the extent authorized by the Constitution and laws of the State of Texas, to pay a late fee of five percent (5%) of the amount due if Tenant allows the rent or any other sum or amount of money due hereunder from Tenant to Landlord to be in arrears more than ten (10) days after the date on which the same was due and payable hereunder. It will not be necessary for Landlord to notify Tenant that any payment is late, Tenant agreeing that by virtue of this Lease Agreement, Tenant is on notice of such due dates.
- (6) To the extent authorized by the Constitution and laws of the State of Texas, to pay interest rate of eighteen percent (18%) per annum on all sums and amounts of money thirty (30) days or more overdue and owing by Tenant to Landlord.
- (7) Under no circumstances, shall Tenant use the sanitary sewer system or storm water drainage system for the discharge of chemically contaminated water, pre-treated industrial waste or any other material or substance, the release or discharge of which is prohibited or regulated by applicable Environmental Laws. Tenant understands and acknowledges that Landlord is not a utility provider, and that Landlord shall bear no liability or responsibility, express or implied, as the result of any failure or interruption of utility services. Tenant understands that no natural gas utility or service system is available in or upon the Premises.
- (7) Allow Landlord to enter the Leased Premises to perform its obligations, to inspect the Leased Premises and operations being conducted thereon and to otherwise exercise any and all rights and privileges available to Landlord as owner of the Leased Premises, or under this Lease Agreement or under applicable law. Any inspection or entry by Landlord will occur upon reasonable notice from Landlord to Tenant.
- (8) Use and occupy the Leased Premises in a reasonable and business-like manner, in accordance with the terms, provisions and conditions hereof, all to the end that the Leased Premises will not be damaged or injured beyond ordinary wear and tear. Notwithstanding the foregoing, should the Leased Premises be damaged or injured beyond ordinary wear and tear then Tenant will repair and

restore the Leased Premises to the condition as existing prior to such damage or injury at Tenant's sole cost and risk. In the event Tenant fails to repair and restore the Leased Premises in accordance with the terms of this Lease Agreement, Landlord will give Tenant ten (10) days written notice of such failure, during which time Tenant will commence and diligently pursue to completion of the repairs specified in Landlord's notice. If Tenant should fail to commence such performance within said ten (10) day period, Landlord will have the right and option, but not the obligation, to perform such repairs, in whole or in part, in which event Tenant will reimburse Landlord for the properly documented and invoiced cost and expense of such repairs.

- (9) Landlord acknowledges that, because Tenant is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of Tenant 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 Tenant is provided by Tenant as mandated by the provisions of the Texas Labor Code, Chapter 503. Tenant will have the right, at its option, to (a) obtain liability insurance protecting Tenant and its employees and property insurance protecting Tenant'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 Tenant as a result of its operations under this Lease Agreement.
- (11) To maintain in good repair and condition the Leased Premises and improvements thereupon.
- (12) Cooperate with Landlord in the management of lead-based paint and other structures or equipment serving the Leased Premises.

b. To the extent authorized by the Constitution and laws of the State of Texas, to INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS from and against all suits, actions, losses, damages, demands, judgments, claims or liability of any character, type, or description, including (but without limiting the generality of the foregoing) all expenses of litigation, court costs and reasonable attorney's fees and expert's fees for injury or death to any person, or loss or damage to any property (the "losses"), to the extent arising out of, or occasioned by acts or omissions of the Tenant arising out of Tenant's use of the Leased Premises, or from the conduct of Tenant's business or from any activity, work or thing done, permitted or suffered by Tenant, in or about the Leased Premises. Within twenty (20) days of the date Landlord receives notice of any claim under this paragraph or under the next ensuing paragraph, Landlord will give Tenant written notice of such claim or occurrence. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH AND IN ALL OTHER PROVISIONS HEREOF WILL SURVIVE THE END OF THE TERM.**

c. To vacate the Leased Premises upon the termination of this Lease Agreement or upon a reasonable time thereafter agreed upon by the Landlord and Tenant, but in any event not to exceed thirty (30) days.

18. Tenant agrees not to:

- a. Use the Leased Premises for any purposes other than what is stated in the Lease Agreement terms and definitions.
- b. Store any Hazardous Substances on the Leased Premises, nor store, locate, hold, place or dispose of any toxic, poisonous, or Hazardous Substances in, on or under the Leased Premises, except those substances which are the subject of a disposal agreement between a qualified environmental firm and Landlord for the collection, handling and disposal of any such substances. Immediately upon receipt of any notice of an environmental hazard or related concern from any party, Tenant will deliver to Landlord a true, correct and complete copy of such written notice or a true, correct and complete report of any non-written notice. Regardless of whether any site assessments are conducted hereunder, if any event of default on the part of Tenant under this provision will have occurred and be continuing, or any remedies in respect to the Leased Premises are exercised by Landlord, Tenant will, to the extent authorized by the Constitution and laws of the State of Texas, DEFEND, INDEMNIFY AND HOLD HARMLESS Landlord from any and all indemnified costs, regardless of whether or not caused by or within the control of the Tenant or Landlord. The representations, covenants, warranties and indemnifications contained in this section and in all other provisions of this Lease Agreement will survive the Term of this Lease Agreement. For the purposes of this section, the term "Landlord" will include all subsequent owners or holders of any rights or obligations under the Lease Agreement, all directors, officers, employees and agents of such entity, and any persons or entities owned or controlled by or affiliated with Landlord and its or their directors, officers, employees and agents.
- c. Create a nuisance, permit any waste, or use the Leased Premises in any way that is hazardous, would increase insurance premiums, or would void insurance on the building.
- d. Alter the Leased Premises without the written consent of Landlord.
- e. Allow a lien to be placed on the Leased Premises without the written consent of Landlord. In the event a lien is placed thereon as a result of any act of commission or omission on the part of Tenant, then Tenant will take all such action as may be reasonable and necessary to release or remove such lien, and Tenant will pay all costs, expenses and fees required to obtain the release or removal of same. Should Landlord incur any fees, costs or expenses as the result of the filing of any such lien, to the extent authorized by the Constitution and laws of the State of Texas, Tenant will promptly reimburse Landlord therefor, but in any event, such reimbursement will be made by Tenant to Landlord in accordance with the Prompt Pay Act after receipt of written notice of such fees, costs or expenses from Landlord.
- f. Assign this Lease Agreement or sublease any portion of the Leased Premises without Landlord's written consent. Landlord will not have any obligation to approve any such sublease or assignment. In the event Landlord nevertheless consents to any such assignment or sublease, it is understood and agreed that in any event, the same will not extend beyond the Term of this Lease Agreement.

19. Landlord agrees to:

- a. Lease to Tenant the Leased Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
- b. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Leased Premises.
- c. Carry and maintain from and after the date of delivery of the Leased Premises from Landlord to Tenant, and during the Term of this Lease Agreement or any renewal thereof, Landlord will carry and maintain, at its sole cost and expense, all commercially reasonable insurance for the Leased Premises. Landlord must deliver to Tenant 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 Tenant be provided with ten (10) days prior written notice of cancellation, reduction, or material change by the insurer.
- d. Pay for all utility services used by Tenant, including (but not limited to) all costs, risks and expenses of activating utility services to the Leased Premises.

20. Landlord and Tenant agree to the following:

- a. Joint Inspection Report: Landlord and Tenant will conduct a joint inspection of the Leased Premises on or prior to the earlier of February 1, 2024. The condition of the Leased Premises, as revealed by such joint inspection, will be documented in a written report and summary, signed by the parties' authorized representatives, which written report will be deemed to be the baseline condition of the Leased Premises. In this regard, the parties acknowledge and stipulate that the Leased Premises are comprised of facilities which for many years were used by the United States Navy for flight training and other instructional purposes, together with maintenance and support services. Said Leased Premises have been upgraded and refurbished to the best of Landlord's ability, but said facilities and buildings do not generally consist of new construction.
- b. Alterations: In the event Tenant desires to make any physical additions, alterations or improvements to the Leased Premises, Tenant will first submit to Landlord (i) written summary of the same, including a complete set of plans and specifications and complete list of subcontractors and bids, and (ii) Tenant's best estimate of the cost of effecting any such addition, alteration, or improvement. Landlord will have a period of ten (10) business days from the date Landlord receives such summary and cost estimate to approve or reject the same. Any proposed addition, alteration or improvement approved by Landlord will be made by Tenant in a good and workmanlike manner and in accordance with applicable building code(s). Any addition, alteration or improvement so made will, at the option of Landlord pursuant to paragraph 16, above, become a part of the Leased Premises and Tenant waives any rights or claims thereto otherwise.
- c. Casualty/Total or Partial Destruction: In the event the Leased Premises are damaged by any peril covered by Tenant's property insurance, then this Lease Agreement will not terminate and Tenant will receive such insurance proceeds and use the same to restore the Leased Premises to its previous condition; provided, however, that Tenant will not be required to rebuild, repair or replace any parts of the additions, improvements or

alterations that may have been constructed, erected or installed thereon by Tenant, unless the same were approved of by Landlord, in writing, as provided for herein.

- d. **Condemnation/Substantial or Partial taking:** If the Leased Premises cannot be used for the purposes contemplated by this Lease Agreement because of condemnation or purchase in lieu of condemnation, this Lease Agreement will terminate. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.
- e. **Default by Landlord:** In the event Landlord fails to perform any of its obligations hereunder within thirty (30) days of written notice from Tenant specifying such failure, the same will be deemed an event of default by Landlord.
- f. **Tenant's Right to Terminate:**
 - (1) In the event that Landlord is in Default under sub-section (e) above, then upon thirty (30) days written notice, Tenant may terminate this Lease Agreement. Termination of this Lease Agreement by Tenant does not relieve Tenant of its obligation to deliver the Leased Premises to Landlord in a neat and clean condition, in the same as or better than condition as existing prior to this Lease Agreement (normal wear and tear excepted and except for Tenant's approved improvements thereto, which will remain, at the sole option of Landlord), free and clear of Tenant's personal property and equipment not later than thirty (30) days after termination.
- g. **Default by Landlord - Tenant's Remedies:** To the extent authorized by the Constitution and laws of the State of Texas, Tenant's exclusive remedy for any uncorrected default is termination. All obligations of Landlord are covenants, not conditions, and despite any default by Landlord, Tenant will remain obligated to perform its duties under the Lease Agreement.
- h. **Default by Tenant - Events:** The following events ("Event of Default") each will be deemed, upon such occurrence, to be a default in or breach of Tenant's obligations hereunder:
 - (1) Tenant's failure to pay any rental installment, other payment or reimbursement owed by Tenant to Landlord when due, and Tenant's failure continuing for a period of ten (10) days after such due date.
 - (2) Vacating or abandoning all or substantially all portions of the Leased Premises for more than one (1) month, whether or not Tenant is in default of the rental payments or any other payments due hereunder.
 - (3) Tenant's failure to discharge or obtain release of any lien placed upon the Leased Premises in violation of the provisions hereof within thirty (30) days after any such lien or encumbrance is filed against the Leased Premises.
 - (4) Tenant's material failure to comply with any term, provision, condition, or covenant hereof (other than those listed immediately above), and failing or refusing to cure such failure within fifteen (15) days after the date of written notice from Landlord.

- i. Default by Tenant - Landlord's Remedies: Upon each occurrence of default, if any, and upon written notice to Tenant, Landlord has the option to pursue one (1) or more of the following remedies, in addition to all other rights and remedies provided at law or in equity.
 - (1) Landlord may terminate this Lease Agreement and forthwith repossess the Leased Premises and to the extent authorized by the Constitution and laws of the State of Texas, recover as damages a sum of money equal to the total of (i) the cost of recovering the Leased Premises, including the cost of the removal and storage of any of Tenant's possessions left within the Leased Premises, (ii) the unpaid Rent earned at the time of termination, plus interest thereon at the lesser of eighteen percent (18%) or the then maximum interest rate permitted to be charged by applicable law ("Interest") from the due date until paid, (iii) the balance of the Rent for the remainder of the Term discounted to its present value at the rate of six percent (6%) per annum, less the fair market rental value (allowing a reasonable period for reletting) of the Leased Premises for said period, provided said sum will not be less than zero, and (iv) any other sum of money and damages owed by Tenant to Landlord. In the event Texas law precludes, limits, sets, or conditions the assessment of interest against Tenant, an agency of the State of Texas and such law differs from the rates and terms contained in this Lease Agreement (whether in this paragraph or elsewhere in this Lease Agreement), then the parties agree that any such interest, if allowed, will be the greatest interest rate allowed by Texas law.
 - (2) Without terminating this Lease Agreement, Landlord may terminate Tenant's right of possession and repossess the Leased Premises by forcible entry and detainer suit or otherwise, without demand or notice of any kind to Tenant. If Landlord pursues this remedy, Landlord may, but is not be obligated to, relet the Leased Premises for its own account, for such rent and upon such terms and conditions as Landlord deems satisfactory. For the purpose of such reletting, Landlord is authorized to decorate or to make any repairs, changes, alterations or modifications in or to the Leased Premises as it deems necessary to prepare the Leased Premises to relet at Tenant's expense. If Landlord fails to relet the Leased Premises, then Tenant will, to the extent authorized by the Constitution and laws of the State of Texas, pay to Landlord as damages a sum equal to the amount of the Rent provided for in this Lease Agreement for such period or periods. If Landlord relets the Leased Premises and fails to realize a sufficient sum from such reletting after deducting (a) the due and unpaid Rent, (b) the accrued Interest thereon, (c) the cost of recovering possession, (d) the costs and expenses of all decorations, repairs, changes, alteration and modifications, and (e) the expense of such reletting and the collection of the rent accruing therefrom, then Tenant will, to the extent authorized by the Constitution and laws of the State of Texas, pay to Landlord any such deficiency upon demand from time to time. Landlord may file one or more suits to recover any sums falling due under this Section from time to time. Any reletting will not be an election by Landlord to terminate this Lease Agreement unless Landlord gives a written notice of such intention to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease Agreement for such previous default.

- (3) Landlord may change the locks on the Leased Premises and not return the new key to the Tenant unless the Tenant cures the default(s). The Landlord will not have to give the Tenant a new key unless the Tenant cures the default(s); the new key will be provided only during Landlord's regular business hours.
- (4) In the event Landlord elects to terminate this Lease Agreement upon default by Tenant, Tenant will immediately vacate the Leased Premises. If Tenant fails to do so, Landlord may exercise its rights and remedies available under the Texas Property Code, together with all other rights and remedies available to Landlord under the common law of Texas and any other applicable statute, law, rule or regulation.
- (5) In the event of default, Tenant will, to the extent authorized by the Constitution and laws of the State of Texas, also be liable to Landlord and will pay Landlord upon demand, in Bee County, Texas, for any expenses incurred, including but not limited to: broker's fees incurred in reletting the Leased Premises, costs for repairs to the Leased Premises, removing and storing Tenant's property and all other costs incurred to enforce Landlord's remedies, including reasonable attorney's fees and court costs.

j. Default/Waiver/Mitigation: It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action upon such default. Pursuit of any remedies set forth in this Lease Agreement does not preclude pursuit of other remedies in this Lease Agreement or provided by law. Landlord and Tenant have a duty to mitigate damages.

k. Limits of Liability: Landlord will not be liable in the event of personal injury or loss of Tenant's property caused by fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosion, lawful interruption of utilities or other happenings which may occur and does not involve any intentional or negligent conduct of the Landlord. Tenant will promptly give notice to Landlord of any significant accidents occurring in, on or about the Leased Premises involving injury to persons or property. Additionally, Landlord will not be liable for or responsible for lost or stolen personal property, equipment, money or jewelry from the Leased Premises or any of the appurtenant areas, regardless of whether or not such loss occurs during the time the same may be gated and/or locked against entry. Landlord will not be liable to Tenant for any damages or losses to persons or property caused by any of Tenant's Affiliates and/or Tenant's Related Parties anywhere on the Leased Premises or any of the appurtenant areas, or for any damages or losses caused by theft, burglary, assault, vandalism or other crimes. Tenant will give Landlord prompt notice of any criminal conduct it actually observes in, on or about the Leased Premises, or any personal injury or damage resulting therefrom.

l. Hazardous Waste and Environmental Law Violations: The term, "Hazardous Substances", as used herein means and refers to Hazardous Waste, and also means and refers to pollutants, contaminants, pesticides, toxic or hazardous wastes, radioactive materials or any other substances, the use or removal of which is required, or the use of which is restricted, prohibited or penalized, under any "Environmental Law(s)". For purposes of this Lease Agreement, "Environmental Laws" means any federal, state, or local statute, ordinance, regulation, rule or other law of a governmental authority relating to pollution or protection of the environment or the regulation of the storage, disposal or handling of Hazardous Substance. In this regard, Tenant agrees:

- (1) That no activity will be conducted on the Leased Premises which produces any Hazardous Substances, except for the activities that are in the ordinary course of the Tenant's business activities, provided that such activities are conducted in accordance with all Environmental Laws, and timely written notice of compliance is provided to Landlord. Tenant is solely responsible for obtaining any and all required permits or authorizations and paying all fees and providing any testing required by any governmental agency in connection with such activities;
- (2) That the Leased Premises will not be used in any manner for the storage of any Hazardous Substances, except for the temporary storage of materials required to conduct the activities permitted under sub-paragraph (1), immediately above, provided that such materials are properly stored in a manner and location meeting the requirements of all Environmental Laws and in accordance with the terms of this agreement. Tenant is solely responsible for obtaining any and all required permits or authorizations and paying all fees and providing any testing required by any governmental agency in connection with such materials.
- (3) No portion of the Leased Premises or any appurtenant areas will be used by Tenant as a landfill or dump of any kind, nor will waste materials of any kind be disposed thereon.
- (4) Tenant will not install any underground tanks of any kind.
- (5) Tenant will not permit or cause any surface or subsurface conditions in, on or about the Leased Premises through Tenant's own fault or action, which constitute, or with the passage of time, may constitute, a public or private nuisance.
- (6) Except to the extent authorized in sub-paragraph (1) above, Tenant will not permit any Hazardous Substances to be brought onto the Leased Premises, and if so permitted by Tenant and brought, the same will be immediately removed, properly disposed of and, if spilled, all required clean-up procedures will be diligently undertaken by Tenant in accordance with all applicable Environmental Laws at Tenant's sole cost.
- (7) **INDEMNITY:** To the extent authorized by the Constitution and laws of the State of Texas, Tenant will INDEMNIFY, DEFEND AND HOLD LANDLORD HARMLESS Landlord from all claims, demands, actions, liabilities, costs, expenses, damages, penalties and obligations of any nature arising from or as a result of (i) any release, discharge, emission, spill, storage or disposal of Hazardous Substances at or from the Leased Premises, whether as a result of the violation of any Environmental Laws by Tenant, or otherwise, or arising from any act or omission by Tenant or otherwise, or (ii) any act or omission by Tenant, Tenant's Affiliates and/or Tenant's Related Parties resulting in an alleged violation of or responsibility or liability under Environmental Laws. The foregoing indemnification and the responsibilities of Tenant thereunder, will survive the termination or expiration of this Lease Agreement. Notwithstanding anything to the contrary contained herein, Tenant has no obligation to indemnify or remediate with respect to any condition existing on the Leased Premises as of

the Commencement Date hereof or with regard to any contamination not caused by Tenant, its officers, directors, agents, employees, contractors, or licensees, or the invitees of any of them. This indemnity provision is cumulative of all other indemnity provisions herein contained and is not in lieu thereof.

m. Holdover: To the extent authorized by the Constitution and laws of the State of Texas, if Tenant does not vacate the Leased Premises following termination hereof, Tenant will be a Tenant at will and will vacate the Leased Premises on receipt of notice from Landlord. No holding over by Tenant without the consent of the Landlord, will extend the term. During any holdover period, Tenant will pay monthly to Landlord a sum of money equal to three hundred percent (300%) of the monthly fees for Rent which are in effect as of the date such holding over begins, such payment being consideration to the Landlord for Tenant's wrongful holding over. This provision and any consideration paid to Landlord hereunder will not be construed as authorizing Tenant to hold the Leased Premises over, but instead provide remedies should Tenant hold over notwithstanding provisions hereof to the contrary or other remedies available to Landlord.

n. **WAIVER OF CONSEQUENTIAL DAMAGES.** To the extent authorized by the Constitution and laws of the State of Texas, Tenant waives all claims against each Landlord and Landlord's Related Parties for any consequential, incidental, indirect, special, exemplary, or punitive damages (including, but not limited to, loss of actual or anticipated profits or revenues and regardless of whether any such claim arises out of breach of contract or warranty, tort, negligence, misrepresentation, indemnity, contribution, strict liability, equity, or any other legal theory) which could be asserted in connection with this Lease Agreement.

o. Abandoned Property: Upon expiration of the thirty (30) day period for Tenant to remove personal property from the Leased Premises upon expiration hereof, Landlord may retain, destroy or dispose of any abandoned personal property remaining on the Leased Premises. To the extent authorized by the Constitution and laws of the State of Texas, all such property being expressly agreed to between the parties hereto as abandoned by Tenant; and same being confirmed herein by Tenant as the property of Landlord, free and clear of all liens, claims of offset, or otherwise.

p. Miscellaneous:

- (1) Interpretation. The captions inserted in this Lease Agreement are for convenience only, and in no way define, limit or otherwise describe the scope of the intent of this Lease Agreement or of any provision hereof, or in any way affect the interpretation or application hereof.
- (2) Binding Effect: Except as otherwise expressly provided for herein, the terms, provisions and covenants and conditions hereof will apply to, inure the benefit of and are binding upon the parties and their respective successors and assigns. Landlord will have the right to transfer this Lease Agreement, in whole or in part at any time.
- (3) Evidence of Authority: Each party will provide to the other, promptly upon demand a corporate resolution, proof of due authorization and such other appropriate documentation evidencing the due authorization of each party to enter into this Lease Agreement

(4) Force Majeure: Neither party is required to perform any non-monetary term, condition, or covenant of this Lease Agreement, 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 or 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.

(5) Survival of Obligations. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination by Landlord of the Term hereof will, to the extent authorized by the Constitution and laws of the State of Texas, survive the expiration or earlier termination by Landlord of the Term hereof, including (but without limitation) all payment obligations with respect to insurance and all obligations concerning the condition of the Leased Premises.

(6) Ambiguity. Landlord and Tenant agree and acknowledge that this Lease Agreement has been fully reviewed and negotiated by the parties, and that each has had a full, complete and adequate opportunity for the same to be reviewed and analyzed by their own legal counsel. Accordingly, in the event of any ambiguity herein, Tenant and Landlord waive the rule of construction that the ambiguity will be resolved against the party who prepared this Lease Agreement.

(7) Third Party Rights. Nothing herein expressed or implied is intended, nor will the same be construed, to confer upon or give to any person or entity, other than the Landlord and Tenant, any right or remedy under or by reason of this Lease Agreement.

(8) Applicable Law/Venue. The validity of this Lease Agreement and all matters pertaining to this Lease Agreement, 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. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against Tenant will be in the county in which the primary office of the chief executive officer of Tenant is located. It is the intent of the parties to conform strictly to all applicable federal and state usury laws. All agreements between the parties, whether now existing, or hereafter arising, are hereby expressly limited so that under no circumstances or event whatsoever will the amount of money contracted for, charged or received by Landlord for the use, forbearance, or retention of money hereunder or otherwise exceed the maximum amount which Landlord is legally entitled to contract for, charge or collect under any applicable federal or state law. If from any circumstance whatsoever, fulfillment of any provision hereof would result in exceeding the legal maximum, then the obligation to be fulfilled will be automatically reduced to the legal maximum and, if from any circumstance, Landlord receives as interest or otherwise, an amount of money in excess of the legal maximum, then the portion thereof which would constitute excessive interest will instead be applied to the reduction of Rent under this Lease Agreement, and, if that amount which would be excessive interest exceeds the Rent due, then that additional amount will be refunded to Tenant.

(9) **Time of Essence.** Time is of the essence with respect to all of the rights and obligations of Landlord and Tenant.

(10) **Recording.** This Lease Agreement will not be recorded. Either party may request a memorandum of lease to evidence the existence of this Lease Agreement for the purpose of giving notice to third parties of the existence of this Lease Agreement, a description of the Leased Premises and the length of the Term, which the requesting party will draft and, upon agreement to the form and execution by both parties, may be recorded in Bee County, Texas.

(11) **Entire Agreement:** This Lease Agreement and any document incorporated herein by reference constitutes the complete agreement of Landlord and Tenant and supersedes any prior understanding or agreement, written or oral, between them regarding the issues covered by this Lease Agreement. This Lease Agreement 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.

(12) **Savings Clause:** If any term, provision, covenant, or condition of this Lease Agreement 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) **Waiver:** The failure of Landlord or Tenant to insist in any one or more instances on a strict performance of any of the covenants of this Lease Agreement 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.

(14) **Right to Audit:** Landlord must at all times during the Term of this Lease Agreement, at Landlord's sole cost, retain accurate and complete financial records, supporting documents, and any other records or books relating to this Lease Agreement. Landlord must retain these records for a period of seven (7) years after the expiration of this Lease Agreement, or until Tenant 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 Agreement for purposes of inspecting, monitoring, auditing, or evaluating by Tenant 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 subcontractor(s) related to this Lease Agreement.

(15) **Taxes:** Unless exempt, Landlord is solely responsible for any ad valorem property taxes and assessments, or other taxes and assessments levied against the Leased Premises.

(16) **Availability of Funding:** This Lease Agreement 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 Agreement. 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 Tenant, Tenant may terminate this Lease Agreement upon written notice to Landlord, or may assign this Lease Agreement, or sublet the Leased Premises, or any part of the Leased 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 Tenant.

- (17) **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 Leased Premises to Tenant. Additionally, Landlord warrants that the person executing this Lease Agreement on behalf of Landlord is authorized to do so, and that such person has the capacity to do so.
- (18) **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."
- (19) **Debts or Delinquencies.** Pursuant to Section 2252.903, *Texas Government Code*, Landlord agrees that any payments owing to Landlord under this Lease Agreement 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.
- (20) **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.
- (21) **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 Tenant 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 Agreement. If it is later determined that Landlord knowingly made a false representation, in addition to other remedies available to Tenant, Tenant may terminate this Lease Agreement.

(22) Rules and Regulations. Tenant agrees to abide by any and all reasonable rules and regulations promulgated by Landlord for the proper operation of the Leased Premises provided all such rules and regulations are provided to Tenant in writing, are consistent and are uniformly applied to all tenants of the Leased Premises. All rules and regulations promulgated subsequent to commencement of this Lease Agreement must be submitted to Tenant for consideration and comment at least thirty (30) calendar days prior to implementation.

21. **Notices:** Each provision of this Lease Agreement or of any applicable governmental law, ordinance, regulation or other requirement with reference to the sending, giving, mailing or delivering of notice or the making of any rental payment by Tenant to Landlord, or with respect to the making of any other payment between the parties, will be deemed to have been completed when the following steps are taken and completed:

- a. All rent and other payments required to be made by Tenant to Landlord are payable at the address stipulated herein or at such other address as Landlord may designate to Tenant in writing. Tenant's obligation to pay rent and any other amounts due hereunder will not be deemed satisfied unless and until the rent and any other amounts have actually been received by Landlord (as opposed to being deemed received on the date the same are deposited in the U.S. Mail or other courier, if that is the method of delivery selected by Tenant).
- b. Except as expressly otherwise provided for herein, any written notice, document or payment required or permitted to be delivered hereunder will be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) 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 set forth on Page 1 hereof.

22. **Special Conditions:**

- a. Tenant will take all reasonable and necessary precautions to control Foreign Object Debris (FOD) in and around the Leased Premises, all to the end that any nails, screws, scrap metal, scrap wood and any other debris of any kind or character resulting from Tenant's operations will be confined to the Leased Premises.
- b. Notwithstanding anything contained hereinabove to the contrary, either Party may, at any time, terminate this Lease Agreement upon thirty (30) days written notice for any reason or no reason at all. Such termination (and any termination provided for herein) will not relieve Tenant of its obligation to (a) pay rent for the entire time it occupies the Premises, and (b) to comply with Section 16, hereinabove.
- c. Limitations. The parties are aware that there are constitutional and statutory limitations on the authority of the Tenant (a state agency) to enter into certain terms and conditions

of this Lease Agreement, including, but not limited to, those terms and conditions relating to liens on Tenant's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on Tenant except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Lease Agreement by Tenant nor any other conduct, action, or inaction of any representative of Tenant relating to this Lease Agreement constitutes or is intended to constitute a waiver of Tenant's or the state's sovereign immunity to suit.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease Agreement on the date first written above.

LANDLORD:

Date: 01/23/2024

BEE DEVELOPMENT AUTHORITY



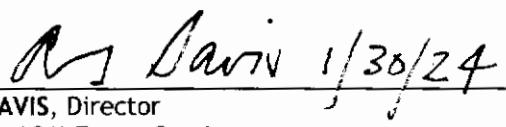
FRANK DOMINGUEZ, Executive Director

Board of Directors

TENANT:

Date: _____

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



AL DAVIS, Director

Texas A&M Forest Service

APPROVED AS TO FORM:



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