

**PURCHASE ORDER**  
**TEXAS A&M FOREST SERVICE**  
**PURCHASING DEPARTMENT**

VENDOR

Order Date  
 08/15/2025

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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)	VENDOR GUARANTEES MERCHANDISE DELIVERED ON THIS ORDER WILL MEET OR EXCEED SPECIFICATIONS IN THE BID INVITATION.	<b>INVOICE TO:</b>  TEXAS A&M FOREST SERVICE GRANBURY OFFICE PO BOX 69 GRANBURY TX 76048
VENDOR  17527137170 LUBBOCK REESE REDEVELOPMENT AUTHORITY REESE TECHNOLOGY CENTER 9801 REESE BLVD N STE 200 LUBBOCK, TX 79416-2107		ALL TERMS AND CONDITIONS SET FORTH IN OUR BID INVITATION BECOME A PART OF THIS ORDER.	<b>SHIP TO:</b>  TEXAS A&M FOREST SERVICE TEXAS A&M FOREST SERVICE 9614 3RD DR BLDG 1142 LUBBOCK TX 79416

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-VKM				
1	Lubbock Shop Lease Building 1142	12	MO	2,701.220	32,414.64
2	Lubbock Office Lease Building 74	12	MO	606.650	7,279.80
3	Lubbock 1 acre laydown area	12	MO	1,021.400	12,256.80
4	Fixed monthly fee for Utilities for Building 74	12	MO	100.000	1,200.00
				TOTAL	53,151.24
	***** 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. BUILDING 1142, 74, AND 1 ACRE LAYDOWN AREA. LEASE TERM 9/1/2021-8/31/2024. 2 YEAR EXTENSION, 09/01/24-08/31/26 THIS PO FOR FY26 9/1/25 - 8/31/26.				

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

FOB: NOT SPECIFIED

Terms:

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor cancellations permitted without prior approval of Purchasing Department.

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE  
DEPARTMENT RECEIVING ROOM BY

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

The State of Texas is exempt from all Federal Excise Taxes

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas

The Terms and Conditions of the State of Texas shall prevail.

PURCHASING AGENT FOR

**TEXAS A&M FOREST SERVICE**



# Reese Technology Center

Technology ★ Research ★ Engineering ★ Education ★ Manufacturing

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9801 Reese Blvd., Suite 200 • Lubbock, Texas 79416 • 806.885.6592 • [www.ReeseCenter.com](http://www.ReeseCenter.com)

May 30, 2024

*Via Email* [smoore@tfs.tamu.edu](mailto:smoore@tfs.tamu.edu)

Texas A&M Forest Service  
Attn: Steven Moore, Branch Fire Coordinator  
111 East Loop 335 South  
Amarillo, TX 79118

RE: Option to Extend Term, Standard Industrial Lease (the "Lease")  
For premises at Reese Technology Center  
Building No. 1142, Building No. 74, and approximately one (1) acre of Laydown Area

Dear Steve:

Texas A&M Forest Service ("Tenant") leases the above-referenced property pursuant to that certain Lease dated August 26, 2021, originally executed by Lubbock Reese Redevelopment Authority, as Landlord, and Texas A&M Forest Service, as Tenant. The primary term of the lease expires August 31, 2024. Section 1(j) of the Lease provides for one extension the term of the Lease for two additional years, subject to the rights set forth in Section 1(k) (collectively, the "Option to Extend Term").

It is my understanding that you intend to exercise the Option to Extend Term. Section 1(k) provides that both parties will sign a document effectuating the Option to Extend Term.

Please sign below indicating your desire to exercise the Option to Extend Term for the period beginning September 1, 2024, and ending August 31, 2026, upon the terms and conditions set forth in the Lease. This extension is required to be in writing, by signing below and returning a copy to me for our files.

Sincerely,



Murvat Musa

Chief Executive Officer

Texas A&M Forest Service desires to extend the terms of the Lease referenced above for the period specified in the Lease and upon the same terms and conditions as contained in the Lease.

A.J. Davis  
Signature

6/3/2024  
Date

Print Name and Title: A.G. Davis Agency Director

cc: The Texas A&M University System  
Office of General Counsel  
Attn: System Real Estate Office  
301 Tarrow St., 6th Floor  
College Station, Texas 77840-7896

**STANDARD INDUSTRIAL LEASE**  
**BETWEEN**  
**LUBBOCK REESE REDEVELOPMENT AUTHORITY, a Political**  
**Subdivision of the State of Texas**  
**AS LANDLORD**  
**AND**  
**TEXAS A&M FOREST SERVICE**  
**AS TENANT**  
**FOR PREMISES LOCATED AT**  
**Reese Technology Center**  
**Building No. 1142, two (2) bays in Building No. 74, and 1 Acre of Laydown Area in the**  
**vicinity of Building No. 74**  
**Lubbock, Texas 79416**

## **STANDARD INDUSTRIAL LEASE**

This Standard Industrial Lease (the "Lease") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between LUBBOCK REESE REDEVELOPMENT AUTHORITY, a political subdivision of the State of Texas (hereinafter referred to as "Landlord") and BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM ("A&M SYSTEM"), an agency of the State of Texas, for the use and benefit of TEXAS A&M FOREST SERVICE, (hereinafter referred to as "Tenant").

### **W I T N E S S E T H:**

#### **1. BASIC LEASE PROVISIONS**

- (a) Landlord: Lubbock Reese Redevelopment Authority, a political subdivision of the State of Texas, whose Federal Taxpayer Identification Number is 75-2713717.
- (b) Landlord Address: 9801 Reese Blvd., Suite 200, Lubbock, TX 79416.
- (c) Tenant: Texas A&M Forest Service, whose Federal Taxpayer Identification Number is 74-6014065.
- (d) Tenant Address: c/o Terry Smith, Contracts Officer, 200 Technology Way, College Station, TX 77845.
- (e) Guarantors: Not applicable.
- (f) Guarantors' Addresses: Not applicable.
- (g) Project: means the land, together with the Premises (as defined below) and all other improvements constructed thereon, and all rights, privileges, easements, and appurtenances pertaining thereto, known as Reese Technology Center and located in Lubbock County, Texas.
- (h) Premises: The facilities commonly known as Building No. 1142 (9614 3<sup>rd</sup> Drive), and containing a total of approximately 2,400 square feet of office space and Building No. 74 (614 Davis Drive) and containing a total of approximately 2,156 square feet of storage and maintenance space, and identified as the "Premises" on the site plan attached hereto as Exhibit A (the "Site Plan"); and that approximate 1.0 acre of concrete lay down area on the site plan attached hereto as Exhibit B (the "Laydown Area"). Collectively, the Building No. 1142, Building No. 74, and the Laydown Area shall be considered the Premises.
- (i) Initial Term (Years): Three (3) Years.
- (j) Extensions: One (1) extension period of two (2) years, subject to the rights set forth in Section 1(k).
- (k) Option to Extend Term: Tenant shall have one (1) renewal option of two (2) years, such option may be exercised by Tenant unless Landlord receives written notice from Tenant of its desire not to exercise the option to extend term no less than one hundred and eighty (180) days prior to expiration of the Initial Term. Such an extension will be effectuated in writing and signed

by both parties upon the same terms and conditions as are contained in this Lease, except the then existing Base Rent will be increased by a fixed three percent (3%) annually during each year of the extension period. The adjustment in the Base Rent will be determined by multiplying the then existing Base Rent specified in the lease ("Base Rent") by 1.03, which will result in a "Revised Base Rent".

- (l) Delivery Date: September 1, 2021.
- (m) Commencement Date: September 1, 2021.
- (n) Termination Date: August 31, 2024.

(o) Base Rent: The parties agree that the Base Rent set forth herein is what is commonly referred to as a "modified gross lease" and that Base Rent already includes, and Tenant shall not have to pay for Common Area (as defined below) Maintenance fees, grounds keeping/mowing expenses, parking, Landlord's insurance, and any other charges incurred by Landlord with respect to the Projects Common Areas, except as otherwise provided in this Lease. Said Base Rent does not include, and Tenant solely responsible for any and all charges associated with utilities, dumpsters, telephone service, internet service, Tenant renovations, Premises maintenance, and housekeeping services, except as otherwise provided in this Lease.

**Building 1142 (Approximately 2,400 square feet):**

Initial Term Lease Years	Total Annual Rent	Total Monthly Payment	Annual Base Rent Per Square Foot Area (2,400 square feet)
Year 1	\$28,800.00	\$2,400.00	\$12.00
Year 2	\$29,644.00	\$2,472.00	\$12.36
Year 3	\$30,553.92	\$2,546.16	\$12.73
Renewal Year 1	\$31,470.54	\$2,622.54	\$13.11
Renewal Year 2	\$32,414.65	\$2,701.22	\$13.51

**Building 74 (Approximately 2,156 square feet):**

Initial Term Lease Years	Total Annual Rent	Total Monthly Payment	Annual Base Rent Per Square Foot Area (2,156 square feet)
Year 1	\$6,468.00	\$539.00	\$3.00
Year 2	\$6,662.04	\$555.17	\$3.09
Year 3	\$6,861.90	\$571.83	\$3.18
Renewal Year 1	\$7,067.76	\$588.98	\$3.28
Renewal Year 2	\$7,279.79	\$606.65	\$3.38

**Laydown Area (Approximately 43,560 square feet):**

Initial Term Lease Years	Total Annual Rent	Total Monthly Payment	Annual Base Rent Per Square Foot Area (43,560 square feet)
Year 1	\$10,890.00	\$907.50	\$0.250
Year 2	\$11,216.70	\$934.73	\$0.26
Year 3	\$11,553.20	\$962.77	\$0.27
Renewal Year 1	\$11,899.80	\$991.65	\$0.27
Renewal Year 2	\$12,256.79	\$1,021.40	\$0.28

**Total Combined Base Rent:**

Initial Term Lease Years	Total Annual Rent	Total Monthly Payment
Year 1	\$46,158.00	\$3,846.50
Year 2	\$47,522.74	\$3,963.71
Year 3	\$48,969.02	\$4,080.75
Renewal Year 1	\$50,438.10	\$4,203.18
Renewal Year 2	\$51,951.23	\$4,329.27

(p) Security Deposit: Not Applicable.

(q) Termination: It is expressly agreed by Landlord, that Tenant shall have the option to terminate this Lease, at any time during the Term or any renewal period thereof, upon ninety (90) days prior written notice to Landlord at the address provided herein if Tenant's program is discontinued for any reason.

(r) Not Applicable.

(s) Permitted Use: Tenant may use the premises for office as well as the storage and maintenance of equipment associated with its mission to conserve and protect the resources and lands of the Lone Star State, to include but not limited to incident management associated with wildfire and other types of disasters, building capacity, and increasing public awareness about community protection and wildfire prevention in partnership with other agencies, local governments, and fire departments (collectively, "Permitted Use").

(t) Landlord's Address for Payment of Rent: Payment of Rent may be made by check and delivered to Landlord's address, or by electronic funds transfer to Landlord's bank account at:

Plains Capital Bank  
5010 University  
Lubbock, TX 79413  
Routing Number - 111322994

Account Number - 185256

Deposits need to indicate: LUBBOCK REESE REDEVELOPMENT AUTHORITY

## 2. DEFINITIONS

- (a) "Common Areas" means all facilities and areas of the Project that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all tenants of the Project, including parking lots. Landlord has the exclusive control over and right to manage the Common Areas.
- (b) "Injury" means (1) harm to or impairment or loss of property or its use or (2) harm to or death of a person.
- (c) "Landlord" means Landlord and its agents, officers, servants, employees, consultants, invitees, licensees, or visitors.
- (d) "Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.
- (e) "Tenant" means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

## 3. RENT AND RENT INVOICES

- (a) Rent. Tenant agrees to pay to Landlord the Total Combined Base Rent set forth in Section 1(o), in advance, on the 1st day of each calendar month during the Term, without deduction or setoff, commencing on the Commencement Date (as defined in Section 1(m)).
- (b) Rent Invoices. All invoices from Landlord to Tenant for any Rent due under this Lease will be sent to the address set forth in Section 12(m) or to such other address as Tenant may designate by notice to Landlord.

## 4. REAL ESTATE TAXES AND OTHER TAXES

As a state agency, Tenant is exempt from Texas Sales & Use Tax on goods and services in accordance with §151.309, Texas Tax Code, and Title 34 Texas Administrative Code ("TAC") §3.322. Based upon these representations, Landlord understands that Tenant is a tax-exempt entity. Therefore, the following provisions of this Section 4 are **not** applicable

### 4.5. TENANT COVENANTS

- (a) **To the extent authorized by the Constitution and the laws of the State of Texas Tenant Agrees to –**

- (1) Lease the Premises for the entire Term beginning on the Delivery Date and ending on the Termination Date unless Tenant exercises the termination option as outlined in this agreement.

(2) Except for the Punch List items listed in Exhibit C, accept the Premises in their present condition "AS IS, WHERE IS CONDITION," the Premises being currently suitable for the Permitted Use.

(3) Obey and have the obligation to see that its agents, contractors, employees, invitees, licensees, or visitors obey (i) all applicable federal, state, and local laws relating to the use, condition, and occupancy of the Premises; (ii) reasonable requirements imposed by utility companies serving or insurance companies covering the Premises; and (iii) reasonable rules and regulations for the Premises and Common Areas adopted by Landlord, to include the Reese Technology Center Covenants, Restrictions, and Landscape Standards, as amended, which do not unreasonably interfere with Tenant's use of the Premises and are equally applicable to all Project tenants. For subparagraphs (ii) and (iii) of this paragraph, reasonableness is as determined in good faith by Tenant within 30 days after receiving from Landlord a written copy of the requirement, rule or regulation in question.

(4) Pay rent in accordance with the Texas Prompt Pay Act.

(5) With proper notice, allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

(6) Repair, replace, and maintain any part of the Premises damaged or destroyed by Tenant or any of Tenant's agents, contractors, employees, invitees, licensees, or visitors, that Landlord is not obligated to repair, replace, or maintain, reasonable wear excepted, including any improvements thereon, to the reasonable satisfaction of the Landlord or, in Tenant's sole discretion, in lieu of such repair or replacement, Tenant shall pay to Landlord an amount sufficient to compensate Landlord for the loss sustained by Landlord by reason of any damage to or destruction of Landlord's property caused by Tenant or any of Tenant's agents, contractors, employees, invitees, licensees, or visitors.

(7) Keep the sidewalks, service ways, and loading areas adjacent to the Premises clean and unobstructed and Tenant agrees to ensure its agents, contractors, employees, invitees, licensees, or visitors comply with this provision.

(8) Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

(9) Not Applicable.

(10) Vacate the Premises and return all keys to the Premises on the last day of the Term, unless the renewal option is exercised per Section 1(k) above.

(11) If accessed, pay an additional cleaning fee in the event such cleaning is required as a result of any act of the Tenant, or an act Tenant's agents, contractors, employees, invitees, licensees, or visitors, or as a result of activities, which are part of the Tenant's use of the

Premises (including any use by Tenant's agents, contractors, employees, invitees, licensees, or visitors). Tenant hereby agrees to pay such fee in accordance with the Texas Prompt Pay Act.

(12) On request, execute an estoppel certificate that states the Delivery Date, Commencement Date, and Termination Date of the lease, identifies any amendments to the lease, describes any rights to extend the Term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested.

(13) Except as prohibited by the Constitution and laws of the State of Texas, and to the fullest extent permitted, Tenant agrees to the following provision concerning its activities, use and occupancy of the Premises: HOLD LANDLORD HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE) ARISING FROM TENANT'S ACCESS TO, PRESENCE ON, OR USE OF THE PREMISES UNDER THIS LEASE (INCLUDING ANY ACCESS TO, PRESENCE ON, OR USE OF THE PREMISES BY TENANT'S AGENTS, CONTRACTORS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS). THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL NOT APPLY IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD OR TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.

(14) Not Applicable.

(15) Not Applicable.

(16) Not Applicable.

(17) Tenant acknowledges and agrees that Landlord has notified Tenant that three (3) or more commercial grade wind turbines are or shall be located on the westernmost boundary of the Project, to the west of the westernmost runway of the Project. Tenant acknowledges that such wind turbines generate noise, vibration, air turbulence, wake, shadow flicker, electromagnetic interference, and could interfere with television reception, audio, visual, view, or light, or cause other interference, and Tenant releases and holds Landlord harmless from any claim for damages, losses, liabilities, losses of rent, business opportunities, profits and the like that may result from the normal operation of the wind turbines on the Project.

**(b) Tenant agrees not to do any of the following (and agrees to ensure that its agents, contractors, employees, invitees, licensees, or visitors do not do any of the following)-**

(1) Use the Premises for any purpose other than the Permitted Use.

(2) Intentionally create a nuisance.

(3) Intentionally interfere with any other tenant's normal business operations or Landlord's management of the Premises or Project.

(4) Intentionally Use the Premises in any way that would increase insurance premiums or void insurance on the Premises or the Project.

(5) Intentionally Change Landlord's lock system.

(6) Intentionally allow a lien to be placed on the Premises.

(7) Assign this lease or sublease any portion of the Premises without Landlord's prior express written consent.

(8) Use the roof on the Premises, except as may be specifically authorized in writing by the Landlord.

(9) Place any signs on the Premises without Landlord's written consent.

(10) Not Applicable.

(11) Use any portion of the Premises for wind energy development or the installation or use of any facilities related to wind energy development or generation.

(12) Intentionally interfere with the wind energy project being conducted on the westernmost boundary of the Project.

(13) Intentionally take any action that shall significantly interfere with or impair the availability, accessibility, flow, frequency or direction of air and wind over and above any portion of the Premises or the Project.

(14) Intentionally take any action that in any way interferes with or impairs the transmission of electric, electromagnetic or other forms of energy to or from the wind energy project or interferes with or impairs Landlord's wind energy tenant's access to the wind energy project.

## 6. LANDLORD COVENANTS

### (a) Landlord agrees to –

(1) Lease to Tenant the Premises for the entire Term beginning on the Delivery Date and ending on the Termination Date, unless the renewal option is exercised per Section 1(k) above.

(2) Obey all applicable laws with respect to Landlord's operation of the Premises and Project. As between Landlord and Tenant, Landlord shall be responsible for compliance with all applicable Federal, State, municipal or other laws, rules and regulations, including, without limitation, the Americans with Disabilities Act of 1990 (*Public Law 101-336*), applicable Texas law regarding the elimination of architectural barriers, and related administrative rules and regulations, with respect to maintaining the Premises.

(3) Except for the Punch List items listed in Exhibit C, Landlord has provided the Premises on an "as is" basis for the use of the Premises as an office and storage facility for Tenant, and in this regard Tenant accepts the Premises in their present as is condition. Landlord shall only be responsible for repairs to the roof and the structural soundness of the walls, excluding doors and windows, if any, the foundation of the Premises, and all systems outside such walls, ordinary wear and tear excepted, and except for any damage caused by the Tenant or any of Tenant's agents, contractors, employees, invitees, licensees, or visitors.

(4) Except as prohibited by the Constitution and laws of the State of Texas, and to the fullest extent permitted, Landlord agrees to the following provision concerning its activities, use and occupancy of the Premises: HOLD TENANT HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE COMMON AREAS. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF LANDLORD'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL NOT APPLY IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF TENANT, OR ANY OF TENANT'S AGENTS, CONTRACTORS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS, AND SHALL ALSO NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT, OR ANY OF TENANT'S AGENTS, CONTRACTORS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS.

(b) **Landlord agrees not to—**

(1) Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

(2) Unreasonably withhold consent to a proposed assignment or sublease.

**7. COMMON AREAS**

(a) **Right to Use Common Areas.** Tenant will have the nonexclusive right to use the Common Areas subject to any reasonable rules and regulations that Landlord may prescribe.

(b) **Maintenance of Common Areas.** At all times during the Term, Landlord will maintain the Common Areas.

**8. UTILITIES AND TRASH REMOVAL**

(a) Payment of Utility Bills.

(i) **Building No. 1142.** Tenant shall promptly pay all charges for electricity, water, gas, telephone service, sewer service, and other utilities (collectively, the "Utilities") furnished to this portion of the Premises directly to the utility providing such service or to the Landlord, if Tenant is billed by the Landlord for such services.

(ii) Building No. 74. Tenant shall promptly pay a fixed monthly fee of \$100.00 to the Landlord for its share of Utilities associated with this Building.

(iii) Tenant shall pay the Utilities associated with the above Buildings within thirty (30) days of receipt of Landlord's written invoice.

(b) Trash Removal. Tenant shall install, in compliance with applicable Laws, at a location on the outside of Building No. 1142, one trash dumpster. Tenant shall pay for collection of its own trash.

## 9. DAMAGE BY CASUALTY

(a) Notice of Damage and Estimated Repair Time. If the Premises is damaged or destroyed by fire or other casualty ("Casualty"), Landlord will, within thirty (30) days after the date of the Casualty, notify Tenant ("Landlord's Casualty Notice") of the number of days, from the date of the Casualty, that Landlord estimates will be required to complete the repair and restoration. If neither Tenant, nor Landlord, elects to terminate this Lease as set forth below, then the damage or destruction of the Premises will, at the expense of Landlord, be repaired and restored.

(b) Tenant's Right to Terminate. If more than thirty-five percent (35%) of the floor area of the Premises is damaged or destroyed due to Casualty during the Term, then Tenant will have the right to terminate this Lease, effective as of the date of Casualty, by notice given to Landlord within fifteen (15) days after Tenant's receipt of Landlord's Casualty Notice.

(c) Landlord's Right to Terminate. If more than thirty-five percent (35%) of the floor area of the Premises is damaged or destroyed by Casualty during the Term, then Landlord may elect to terminate this Lease effective as of the date of the Casualty by notice given to Tenant not later than fifteen (15) days after Landlord delivers Landlord's Casualty Notice to Tenant.

(d) Landlord's Repair Obligation. Landlord's obligation will be to restore all portions of the Premises and the Common Areas in the immediate vicinity of and surrounding the Premises (including but not limited to all parking areas surrounding the Premises and all sidewalks, roadways, driveways and accessways leading to and from the Premises) affected by a Casualty (exclusive of Tenant's fixtures and equipment) to their condition immediately preceding such Casualty, subject to available insurance proceeds. If Landlord for any reason whatsoever fails: (1) to commence the repair and restoration work required hereunder within ninety (90) days from the date of the Casualty, (2) to proceed diligently to complete such repair and restoration work, or (3) fails to complete same within the estimated time set forth in Landlord's Casualty Notice, plus the number of days of delay caused by events beyond Landlord's control, then, Tenant will have the right to terminate this Lease by giving Landlord notice and upon the giving of such notice, this Lease will terminate and the parties will be liable for their respective obligations to the date of termination and will have no liability for obligations arising after that date, except for those obligations which expressly survive termination.

## 10. HAZARDOUS MATERIALS

(a) Landlord's Obligations. Landlord represents and warrants that on the Delivery Date the Premises and the Project shall be in compliance with all Environmental Laws (as defined below). During the Term, Landlord will not use, generate, place, store, release or otherwise dispose of, or permit the use, generation, placing, storage, release or disposal of, Hazardous Materials in the Project, except in accordance with all Environmental Laws. To the extent permitted by Texas law, Landlord will indemnify, release, defend and hold Tenant harmless from and against, and reimburse Tenant for, all Hazardous Materials Liabilities asserted against or incurred by Tenant as a result of a breach of Landlord's representations, warranties, and obligations under this paragraph.

(b) Tenant's Obligations. During the Term, Tenant will not use, generate, place, store, release or otherwise dispose of Hazardous Materials in the Premises or the Common Areas, except in accordance with all Environmental Laws, and subject to the Reservations recorded in the Deed Without Warranty Between the United States of America and Landlord recorded in the Real Property Records of Lubbock County, Texas at Deed Record 2006041652. Notwithstanding anything to the contrary contained in this Lease, Landlord acknowledges and agrees that Tenant shall have the right to use and store in the Premises in Tenant's ordinary course of business Hazardous Materials in accordance with Environmental Laws. Tenant shall be responsible for and ensure that its agents, contractors, employees, invitees, licensees, or visitors, do not use, generate, place, store, release or otherwise dispose of Hazardous Materials in the Premises or the Common Areas. Notwithstanding anything to the contrary contained in this Lease, Landlord acknowledges and agrees that Tenant shall have the right to use and store in the Premises in Tenant's ordinary course of business Hazardous Materials in accordance with Environmental Laws including but not limited to forklift propane, motor oil, anti-freeze, trans-fluid, brake fluid, hydraulic-fluid, air tool oil, WD-40, chain lubricants, bearing grease, oxygen/acetylene, spray paints, mineral spirits, water base paint, gasoline-welder-generator and stencil ink. In the event of a breach of the foregoing, Tenant will promptly undertake remediation or removal in accordance with all Environmental Laws. To the fullest extent authorized by the Constitution and the laws of the State of Texas, Tenant will indemnify, release, defend and hold Landlord harmless from and against, and reimburse Landlord for, all Hazardous Materials Liabilities asserted against or incurred by Landlord as a result of a breach of Tenant's obligations under this paragraph. Notwithstanding anything to the contrary contained herein, in no event shall Tenant be liable for Hazardous Materials existing in, on or about the Premises or the Project prior the Tenant's occupancy of the Premises. Tenant shall provide Landlord a copy of Tenant's plan for responding to hazardous waste, fuel, and chemical spills no later than the Commencement Date.

(c) Definitions. As used herein,

(i) "Hazardous Materials" shall be construed broadly to include any toxic or hazardous substance, material, or waste, and any other contaminant, pollutant or constituent thereof, including without limitation, chemicals, compounds, by-products, petroleum or petroleum products, and polychlorinated biphenyls, the presence of which requires investigation or remediation under any Environmental Laws or which are or become regulated, listed or controlled by, under or pursuant to any Environmental Laws;

(ii) "Environmental Laws" means all federal, state, regional or local statutes, laws, regulations, codes, orders, decrees, rulings or judicial or administrative interpretations thereof, or similar laws of foreign jurisdictions where the Tenant conducts business, whether currently in existence or hereinafter enacted or promulgated, any of which govern, or purport to govern, or relate to pollution, protection of the environment, public health and safety, air emissions, water discharges, hazardous or toxic substances, solid or hazardous waste or occupational health and safety, as any of these terms are or may be defined in such statutes, laws, rules, regulations, codes, orders, decrees, rulings or judicial or administrative interpretations thereof, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendment and Reauthorization Act of 1986, 42 U.S.C. §9601, et seq. (collectively "CERCLA"); the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and subsequent Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §6901 et seq. (collectively "RCRA"); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Clean Water Act, as amended, 33 U.S.C. §1311, et seq.; the Clean Air Act, as amended (42 U.S.C. §7401-7642); the Toxic Substances Control Act, as amended, 15 U.S.C. §2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act as amended, 7 U.S.C. §136-136y ("FIFRA"); the Emergency Planning and Community Right-to-Know Act of 1986 as amended, 42 U.S.C. §11001, et seq. (Title III of SARA) ("EPCRA"); and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §651, et seq. ("OSHA"); and

(iii) "Hazardous Materials Liabilities" means all claims, damages, losses, forfeitures, expenses or liabilities arising from or caused in whole or in part, directly or indirectly, by a breach by the other party of its representations, warranties or covenants under Section 13(a) or (b), including, to the extent authorized by the Constitution and the laws of the State of Texas, without limitation, all costs of defense (including reasonable attorneys' fees and other costs of litigation), all consultants' fees, and all costs of investigation, repair, remediation, restoration, cleanup, detoxification or decontamination, and/or preparation and implementation of any closure, remedial action or other required plan.

(d) Survival. The provisions of this Section 10 will survive the expiration or earlier termination of this Lease.

## **11. INSURANCE AND WAIVER OF SUBROGATION**

Landlord shall not be obligated to insure any furnishings, equipment, trade fixtures, or other personal property, which Tenant may place or cause to be placed upon the Premises. Landlord and Tenant waive any requirement of contents insurance, or property casualty coverage on the Premises. Landlord will maintain a policy or policies of comprehensive general liability insurance insuring Landlord against loss of life, bodily injury and/or property damage with respect to Common Areas, operation of the Premises, and other improvements associated with the land upon which the Premises are located, and any other losses caused by or related to the duties and obligations of Landlord under this Lease.

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 (other than medical liability of medical staff physicians) or for injuries cause by conditions of tangible state property is provided

for solely by the provisions of the Texas Tort Claims Act, and the Workers' Compensation Insurance coverage for employees of Tenant is provided by Tenant as mandated by Texas law. Tenant shall have no obligation under this Lease to purchase policies of insurance.

## **12. ADDITIONAL LANDLORD AND TENANT AGREEMENTS**

a. Alterations. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Delivery Date, normal wear excepted. All alterations shall require the prior written consent of Landlord. Tenant agrees at its sole cost and expense to comply with all Laws when performing any alterations, including, if applicable, obtaining any governmental permits which may be required in connection therewith. Should Tenant desire to renovate the Premises and such renovations would require alterations to the Premises, then Tenant shall submit plans and specifications for such renovations to Landlord for its approval, such approval not to be unreasonably withheld, delayed or conditioned. Landlord shall have fourteen (14) days from receipt of Tenant's plans and specifications to approve or disapprove same. In the event Landlord fails to disapprove of said plans and specifications within such fourteen (14) day period, then the plans and specifications shall be deemed approved. After completion of any alterations or improvements that require consent of Landlord hereunder, Tenant shall provide Landlord with a copy of Tenant's plans and specifications for such alterations or improvements.

b. 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 Tenant, Tenant 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 Tenant.

c. Condemnation/Substantial or Partial Taking

(1) If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.

(2) If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

(3) Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

d. Uniform Commercial Code. Not Applicable.

e. Default by Landlord/Events. Defaults by Landlord are failing to comply with any

provision of this lease within thirty (30) days after written notice.

f. Default by Landlord/Tenant's Remedies. Tenant's remedies for Landlord's default are to sue for damages.

g. Default by Tenant/Events. Defaults by Tenant are:

(1) making an assignment for the benefit of its creditors;

(2) the levying on or against Tenant's property;

(3) the institution in court of competent jurisdiction of proceedings for the reorganization, liquidation, or voluntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the Tenant's property, if the proceedings are not dismissed, and any receiver, trustee, or liquidator appointed therein is not discharged within thirty (30) days after the proceedings are instituted;

(4) the filing of a mechanic's lien against the Premises in connection with work contracted for by Tenant that is not released by payment or bond or otherwise (including indemnification reasonably satisfactory to Landlord) within thirty (30) days of Tenant's receipt of written notice of the existence of such mechanic's lien, provided, however, that Tenant shall have an affirmative duty to notify Landlord of the existence or threat of any such mechanic's lien being filed against the Premises if and when Tenant receives any notice of the threatened mechanic's lien from any claimant;

(5) failing to pay timely Rent without opportunity to cure;

(6) failure by Tenant to perform or observe any of Tenant's non-monetary covenants contained in this Lease;

(7) abandoning or vacating a substantial portion of the Premises; and

(8) failing to comply within thirty (30) days after written notice with any provision of this Lease.

h. Intentionally deleted.

i. Remedies Cumulative. The rights and remedies given to Landlord and Tenant in this Lease are distinct, separate and cumulative remedies, and the exercise of any one or more of them will not be deemed to exclude Landlord's or Tenant's rights to exercise any or all of the others which are given in this Lease, or at law or in equity, unless such remedies are expressly excluded.

j. Default/Waiver/Mitigation. It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable

law. Landlord and Tenant have a duty to mitigate damages.

k. Representations and Indemnities of Broker Relationships. Tenant and Landlord each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder in connection with this Lease, and that no one is entitled to any commission or finder's fee in connection herewith. To the extent authorized by the Constitution and the laws of the State of Texas, Tenant and Landlord do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

l. Holdover. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term. If Tenant remains in possession of the Premises after the expiration of the Term without execution of a new lease extending the Term or exercising the option to renew per section 1(k) above, Tenant will be deemed to be occupying the Premises as a tenant at will, subject to all of the terms of this Lease as may be applicable to a month to month tenancy and thereafter either Landlord or Tenant may terminate this Lease upon thirty (30) days' notice to the other; provided that Landlord, by the terms hereof, is not deemed to consent to any such holdover by Tenant and may exercise all rights provided by law to remove Tenant from the Premises upon giving Tenant the notice described herein.

m. Notices. Any notices sent or required to be given hereunder must in writing and sent by certified mail, return receipt requested, or nationally recognized overnight courier to the following addresses:

**LANDLORD:**

Lubbock Reese Redevelopment Authority  
9801 Reese Boulevard  
Suite 200  
Lubbock, Texas 79416  
Attn: Executive Director  
Telephone: (806) 885-3597  
Email: [mmusa@reesecenter.com](mailto:mmusa@reesecenter.com)

**TENANT:**

Steven Moore, Branch Fire Coordinator  
Texas A&M Forest Service  
111 East Loop 335 South  
Amarillo, TX 79118  
Office: 979-587-9081  
Email: [smoore@tfs.tamu.edu](mailto:smoore@tfs.tamu.edu)

with a copy to:

The Texas A&M University System  
Office of General Counsel  
Attn: System Real Estate Office  
301 Tarrow St., 6<sup>th</sup> Floor  
College Station, Texas 77840-7896  
Phone: (979) 458-6350  
Fax: (979) 458-6359

or such other person or address as may be given in writing by Tenant to Landlord.

n. Not Applicable.

o. Governing Law. This Lease shall be governed in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Lubbock County, Texas, except as required by Education Code Chapter 85.

p. Entire Agreement. This Lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

q. Assignment and Subletting by Tenant. Tenant may have the right, with the prior written consent of Landlord, which consent shall not be unreasonable withheld, conditioned or delayed, to assign this Lease, and any interest therein, provided each assignee assumes in writing all of Tenant's obligations under this Lease and Tenant shall remain liable for each and every obligation under this lease. Landlord hereby grants its consent for Tenant to sublet the Premises or any thereof, or any right or privilege pertinent thereto.

r. Assignment by Landlord. Landlord is expressly given the right to assign any or all of its interest under the terms of this Lease, provided the assignee expressly assumes all obligations of Landlord hereunder and written notice is given to Tenant.

s. Amendment of Lease. This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.

t. Limitation of Warranties. ONLY TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

u. Not Applicable.

v. Heirs, Successors, and Assigns. This Lease and the covenants, agreements and representations herein contained will be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

w. Rules of Construction. This Lease will be construed with equal weight for the rights of both parties, the terms hereof having been determined by fair negotiation with due consideration for the rights and requirements of both parties.

x. Severability. If any term or provision of this Lease is found to be invalid, illegal or unenforceable, the remaining terms and provisions hereof will not be affected thereby; and each term and provision hereof will be valid and enforceable to the fullest extent permitted by Laws.

y. Headings. The captions, section numbers and paragraph numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, amplify, limit, construe or describe the scope or interest of any section of this Lease.

z. Tax Exempt Status. As an agency of the State of Texas, Tenant is tax exempt. Tax exemption certification will be furnished upon request.

aa. Status as State Agency. Landlord expressly acknowledges that Tenant is an agency of the State of Texas. Neither the execution of the lease nor any other conduct, action, or inaction of any representative of Tenant relating to the lease constitutes or is intended to constitute a waiver of Tenant's or the state's sovereign immunity.

bb. Limitations. The parties are aware that there are constitutional and statutory limitations on the authority of Tenant (a state agency) to enter into certain terms and conditions of this 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 Agreement by Tenant nor any other conduct, action, or inaction of any representative of Tenant relating to this Agreement constitutes or is intended to constitute a waiver of Tenant's or the state's sovereign immunity to suit.

### **13. AFFIRMATIVE REPRESENTATIONS CONCERNING FTZ-260 AND OPERATION OF AIRFIELD**

a. FTZ-260. Landlord has applied and previously received approval for eligible tenants of the Project to be able to take advantage of the benefits of Foreign Trade Zone – 260. Tenants that are eligible to participate must apply through the Lubbock Economic Development Alliance and pay the application fees and any monthly fees associated with the volume of goods that are transported into and out of the Foreign Trade Zone. Interested tenants should contact the Lubbock Economic Development Alliance for specific details regarding the application process and the fees and regulations associated with the program.

b. Airfield. Landlord currently has Federal Aviation Administration approval to operate the airstrips located within the Project. The 6,500-foot north-south runway can

accommodate large cargo aircrafts such as a C-130. While Landlord anticipates that there may be changes with respect to the use of the three (3) primary landing strips that are now in operation, Landlord intends to continue to operate the 6,500-foot north-south runway and will make the use of such runway available to Tenant in accordance with the existing Federal Aviation Administration certification. All flight arrangements must be approved through Landlord and any tenant utilizing the runway for such flights must comply with the daytime Visual Flight Rule. Notwithstanding the foregoing, Landlord agrees that it will not cause or permit any material change in size, location or configuration of any airstrip or runway which will have an adverse effect on Tenant's ability to operate in the Premises or which will adversely affect access to the Premises.

#### **14. SECURITY CONDITIONS**

Landlord and Tenant acknowledge and agree that the Project is located on property formerly owned and operated by the United States Air Force as the Reese Air Force Base, and that certain portions of the Project have been previously utilized by local, state and federal governmental entities (hereinafter, "the Government") in times of state or national emergencies to provide temporary evacuation shelters and other such uses. Additionally, Landlord has other tenants of the Project that require controlled access to the Airfield during certain operations. Landlord represents that the Government may continue to utilize the Project during the Term of this Lease in times of state or national emergency (with or without Landlord's express consent), and other tenants of the Project, when approved by the Landlord, may require controlled access to the Airfield, and that such use could adversely affect Tenant's ability to access the Premises and/or use the Common Areas due to additional security measures; provided, however, that such adverse impact shall only delay and shall not unreasonably deny access by Tenant to the Premises.

Tenant acknowledges and agrees that, in the event that the Government utilizes any portion of the Project in a time of state or national emergency or when the Landlord authorizes other tenants of the Project to control access to the Airfield, Tenant, its employees, officers, agents, and contractors will comply with all reasonable security regulations imposed by the Landlord or applicable governmental agency, including the requirement to obtain and display security identification cards and to comply with reasonable security procedures.

#### **15. CONTRACT CLAIMS RESOLUTION**

If there is a dispute between Landlord and Tenant regarding this Lease and the performance hereunder, the parties will, within ten (10) days following mailing of written notice of a dispute, engage in face-to-face negotiations in an attempt to resolve the dispute and shall, upon failing to negotiate a resolution, choose a mutually agreeable third party neutral, who shall mediate the dispute between the parties. To the extent authorized by the Constitution and the laws of the State of Texas, the mediator shall be a person qualified under the Texas Alternative Dispute Resolution Procedures Act and shall be appointed by a state district judge or the American Arbitration Association if the parties are unable to agree upon a qualified person. Mediation shall be non-binding and shall be confidential. The parties shall refrain from court proceedings during the mediation process insofar as they can do so without prejudicing their legal rights. The parties shall participate in good faith in accordance with the recommendations of the mediator and shall follow the procedures for mediation as suggested by the mediator. Each party will only be responsible for their specific mediation related expenses. Each party shall be represented in the mediation by a

person with authority to settle the dispute. If the parties are unable to resolve the dispute in mediation, then the default remedy provisions of this Lease apply. In no case shall the provisions of this Paragraph delay any other time periods set forth in this Lease except by the written agreement of the parties.

## **16. ADDITIONAL PROVISIONS**

State Auditor's Office. Landlord understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas 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 with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Landlord will include this provision in all contracts with permitted subcontractors.

**Child Support.** Landlord expressly acknowledges that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract 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 Agreement is not ineligible to receive payment from the state and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Debts or Delinquencies.** Pursuant to Section 2252.903, Texas Government Code, Landlord agrees that any payments owing to Landlord under this 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.

**Franchise Tax Certification.** If Landlord is an entity subject to the Texas Franchise Tax, Landlord certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that it is exempt from the payment of such taxes, or that it is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

**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 TFS 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 Agreement. If it is later determined that Landlord knowingly made a false representation, in addition to other remedies available to TFS, TFS may terminate this Agreement.

**Conflict of Interest.** By executing this Agreement, Landlord and each person signing on behalf of Landlord certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of TFS or TFS's Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by TFS, has direct or indirect financial interest in this Agreement, or in the services, if any, to which this Agreement relates, or in any of the profits, real or potential, related thereto.

**Public Information.**

- (a) Landlord acknowledges that TFS is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- (b) Upon TFS's written request, Landlord will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to TFS in a non-proprietary format acceptable to TFS. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TFS has a right of access.
- (c) Landlord acknowledges that TFS may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
- (d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the Landlord agrees that the agreement can be terminated if the Landlord knowingly or intentionally fails to comply with a requirement of that subchapter.

**Publicity.** Landlord must not use TFS's name, logo or other likeness in any press release, marketing materials, or other public announcement without receiving TFS's prior written approval.

THE LRRA AND TEXAS A&M FOREST SERVICE DO NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OF OR BY ANY CONDUCT OF THEIR REPRESENTATIVES UNDER THIS LEASE, AND THE DISPUTE RESOLUTION PROCESS DOES NOT AFFECT LRRA AND TEXAS A&M FOREST SERVICE'S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN A LAWSUIT.

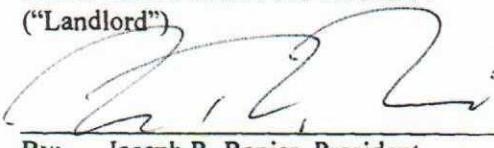
*/Signature Page Follows/*

IN WITNESS WHEREOF, having read and intending to be bound by the terms hereof, the parties have signed this Lease on the date(s) set forth below.

LUBBOCK REESE  
REDEVELOPMENT AUTHORITY  
("Landlord")

By: Joseph R. Rapier, President

Date

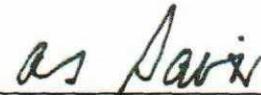
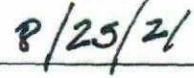
  
8-26-21

TEXAS A&M FOREST SERVICE  
("Tenant")

By: A.G. Davis  
Its: Interim Director

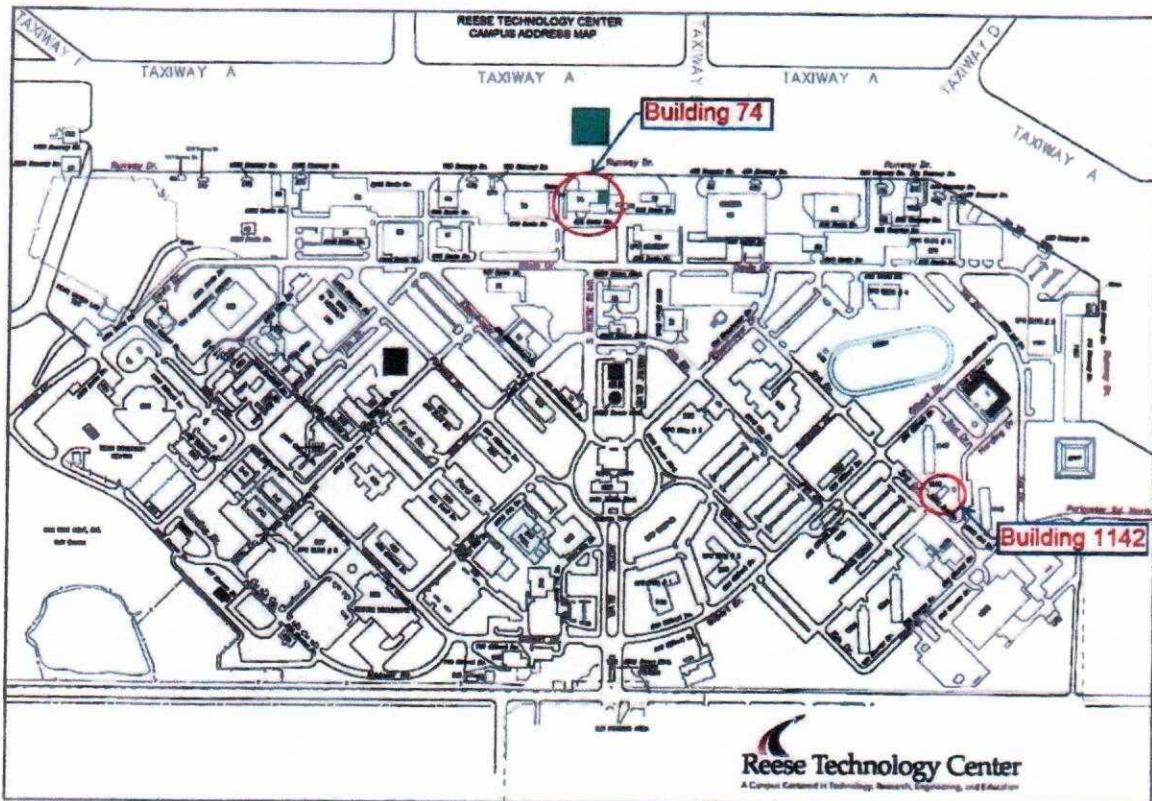
Date

DS  
gw

  
as Davis  
8/25/21

## EXHIBIT A

### Site Plan



**EXHIBIT B**

**Laydown Area**



## **EXHIBIT C**

### **Punch List Items**

Landlord must complete the below punch list items prior to Tenant occupying the Premises and Tenant will not be obligated to pay Rent until such time as Tenant is able to occupy the Premises.

**Punch List items:**

1. Office Emergency lighting - Exit signs and lighting will be repaired and functional;
2. The lights in the front foyer and one light in the office space; and
3. The low pressure on the break room water faucet.