

AGREEMENT FOR LEASE OF SPACE

This Agreement for Lease of Space (this "Lease") is by and between **NEATHERLIN COMMERCIAL GROUP, L.P.**, a Texas limited partnership, as the landlord ("**LANDLORD**") and the **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, an agency of the State of Texas, as the tenant ("**TAMUS**").

ARTICLE 1 PREMISES

1.01 Description of Premises. **LANDLORD**, in consideration of the rents and mutual covenants and obligations of this Lease, hereby leases to **TAMUS** the following described premises (the "Premises"):

47,078 net rentable square feet of clear span warehouse with 19 grade level overhead doors in Suite 500 as depicted on the floor plan attached hereto as Exhibit A, in the Northpoint Business Park located at 2870 N. Harvey Mitchell Parkway, Bryan, Texas 77803 (the "Building") and the non-exclusive right to use, in common with other tenants, all related driveways, parking facilities, and similar improvements. The Building is located on 76.76 acres, known as North Point Park, Tract 11, W. S. Martin Survey, Abstract 35, Bryan, Brazos County, Texas (the "Land").

1.02 Tenant Improvements. **LANDLORD** agrees, at its own cost and expense, to configure the warehouse space as shown on the attached Exhibit A, including but not limited to the work described on attached Exhibit A. Furthermore, in the event **LANDLORD** leases the remainder of Suite 500 to a 3rd party, **LANDLORD** shall, at its own cost and expense, construct and install i) an 8 foot security fence with barbed wire top along the interior dividing line between the two leased premises; and ii) a 6 foot security fence with barbed wire top along the exterior yard dividing line between the two leased premises, all as shown on Exhibit A.

1.03 Quiet Enjoyment. **LANDLORD** covenants and agrees that so long as **TAMUS** is not in default under the terms of this Lease, **TAMUS** shall peaceably and quietly have, hold and enjoy the Premises for the term of this Lease.

1.04 Taxes. **LANDLORD** is solely responsible for all ad valorem real property taxes and assessments, or other taxes and assessments levied against the Building, the Premises and the Land.

1.05 Utilities. **TAMUS** is responsible for electricity and natural gas charges necessary to serve the Premises. All other utility charges, except for telephone and Internet service as set forth below, shall be provided by the **LANDLORD**. Should **LANDLORD** lease the remainder of Suite 500 to a 3rd party, **LANDLORD** shall sub-meter electricity and natural gas to the portion leased to the 3rd party or in the alternative, prorate the electricity and natural gas usage among such that **TAMUS** shall only be liable for the portion of the electricity and natural gas



attributable to its use under this Lease. TAMUS' water usage shall not exceed volumes deemed by LANDLORD to be standard for similar warehouse space. If LANDLORD determines TAMUS use to be excessive LANDLORD may install a sub-meter to accurately measure and charge for TAMUS' water usage. The costs of any additional consumption (to the extent permitted by Law), installation and maintenance shall be paid by TAMUS.

1.06 Janitorial and Other Services. TAMUS will be responsible for all trash pick-up, solid waste and provision of janitorial and extermination services.

1.07 Telephone and Internet Services. TAMUS is solely responsible for obtaining telephone and internet service to the Premises and for all costs associated with such services.

ARTICLE 2 TERM

2.01 Initial Term. The term of this Lease is 38-1/2 months and shall commence on February 1, 2017 (the "Commencement Date") and expire on April 15, 2020 (the "Term"), unless sooner terminated in accordance with the terms of this Lease.

2.02 Renewal Option. If TAMUS is in compliance with the terms of this Lease, TAMUS shall have the option to renew this Lease for two additional 12 month periods (the "Renewal Terms") on the same terms and conditions as stated in this Lease (other than this renewal option and any adjustment in rent under Article 3). The Renewal Term will begin on the day following the expiration of the previous term. TAMUS must give written notice to renew the term not less than 90 days prior to the expiration of the previous term.

2.03 Property Removal. Upon the termination of this Lease for any reason, TAMUS shall have the right to remove its equipment and personal property from the Premises on or before the termination date, and shall leave the Premises clean and in a condition equal to the condition which existed on the Commencement Date, normal wear and tear excepted, and except for any damage caused by LANDLORD, its employees, agents and contractors. TAMUS may remove any fixtures or improvements which it constructed on the Premises so long as such removal does not materially damage the Building or the Premises. All movable equipment, furnishings, fixtures, apparatus and personal property may be removed in a manner so as to cause as little damage, as is reasonably possible, to the Building and the Premises, and to the extent that TAMUS' removal of such items causes unreasonable damages, TAMUS will reimburse LANDLORD for the reasonable and necessary repairs.

ARTICLE 3 RENT

3.01 Rent. During the Term of this Lease, TAMUS agrees to pay to LANDLORD, no later than the fifth day of each month, rent in the amounts as follows:

<u>Time Period</u>	<u>Amount Per Month</u>
February 1, 2017 thru April 15, 2017	\$0.00



April 16, 2017 thru April 15, 2020
April 16, 2020 thru April 15, 2022

\$23,146.68 (\$5.90/SF/year)
\$23,539.00 (\$6.00/SF/year)

Rent for any partial month shall be prorated. TAMUS shall remit rent payments to:

Neatherlin Commercial Group, L.P.
c/o Clark Isenhour Real Estate Service LLC
3828 S. College Avenue
Bryan, Texas 77801

3.02 Availability of Funding. This Lease is made and entered into in accordance with the provisions of Chapter 2167 of the Texas Government Code and is contingent upon the continuation of federally funded programs and/or the availability of specific funds within TAMUS to cover the full term and cost of this Lease. In the event a curtailment of federally funded programs occurs, or in the event specific funds are unavailable, TAMUS may assign this Lease, or sublet the Premises, or any part of the Premises, to another member of The Texas A&M University System or to another agency of the State of Texas with the prior written consent from LANDLORD. Should TAMUS be unable to find another member of The Texas A&M University System or another state agency to fill the space, TAMUS, will provide as much written notice as possible to LANDLORD, but in no event less than 120 days, after which TAMUS may either terminate this Lease or sublet the Premises to a private third party, but subletting to a private party requires the advance written consent of the LANDLORD, which consent shall not be unreasonably withheld or delayed. In the event TAMUS elects to terminate this Lease as provided in this subsection, TAMUS shall reimburse LANDLORD for the unamortized portion of the Tenant Improvements constructed under Article 1.02, plus the unamortized portion of any broker fees paid by LANDLORD.

ARTICLE 4 **COVENANTS AND OBLIGATIONS OF LANDLORD**

4.01 Restrictions on Other Tenants. LANDLORD covenants and agrees that during the term of this Lease, LANDLORD will not lease, rent, demise, sell, or otherwise furnish space in the Building or any adjacent building owned or controlled by LANDLORD, to any entity that may be expected to create noise or odors injurious or disruptive to TAMUS' use of the Premises. LANDLORD covenants and agrees it will not lease space that would cause TAMUS to be in violation of State statute.

4.02 Title to Premises. LANDLORD covenants and agrees that it has good and sufficient title and exclusively holds the authority, right, and ability to rent, lease, or otherwise furnish the Premises to TAMUS.

4.03 Compliance. LANDLORD warrants and guarantees that TAMUS' intended use of the Premises as warehouse space, parking and storage does not violate any current city, state or local ordinance or statute or any restriction placed on the Building or the Land. LANDLORD agrees to indemnify TAMUS for any direct or indirect loss sustained by TAMUS as a result of the existence of any such ordinance, statute or restriction.



4.04 Environmental Condition. **LANDLORD** warrants and represents that any use, storage, treatment or transportation of hazardous substances or materials that have occurred in or on the Premises prior to the Commencement Date has been, to **LANDLORD's** actual knowledge, in compliance with all applicable federal, state and local laws, regulations and ordinances. **LANDLORD** additionally warrants and represents that, to **LANDLORD's** actual knowledge, no release, leak, discharge, spill, disposal, or emission of hazardous substances or materials has occurred in, on, or under the Premises, and that the Premises are free of hazardous substances and materials as of the Commencement Date.

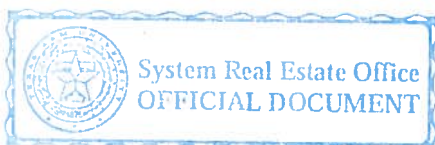
LANDLORD shall indemnify **TAMUS** from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims and for fees of attorneys, consultants, and experts) arising during or after the lease term from or in connection with the presence or suspected presence of Hazardous Substances in or on the Premises, unless the Hazardous Substances are present solely as a result of negligence, willful misconduct, or other acts of **TAMUS** or **TAMUS'** agents, employees, contractors, or invitees. Without limitation of the foregoing, this indemnification includes any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, unless the Hazardous Substances are present solely as a result of negligence, willful misconduct, or other acts of **TAMUS**, **TAMUS'** agents, employees, contractors, or invitees. This indemnification shall specifically include any and all costs due to Hazardous Substances that flow, diffuse, migrate, or percolate into, onto, or under the Premises after the lease term commences.

As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Texas, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste," extremely hazardous waste," or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), solvents, pesticides, and petroleum.

ARTICLE 5 **MAINTENANCE**

5.01 LANDLORD's Maintenance Obligations. **LANDLORD** shall maintain the Building (expressly including the common areas, parking and landscaping) and the Premises in a clean, and safe condition, and in a manner consistent with its character (office space within an industrial development) and condition at the time of the execution of this Lease, shall not permit or allow to remain any waste or damage to any portion of the Building or the Premises, and shall promptly repair any damage, except damage arising from the act or negligence of **TAMUS**, its agents or employees, which shall be the responsibility of **TAMUS**. For emergency and security purposes, and for maintaining the Premises, **LANDLORD** reserves the right, at reasonable times, to enter and inspect the Premises and to make any necessary repairs or adjustments.

5.02 LANDLORD's Failure to Maintain. In the event **LANDLORD** fails to maintain the Building and the Premises as required, **TAMUS** shall give written notice thereof to



LANDLORD and if **LANDLORD** fails to commence such maintenance within 10 days following receipt of such notice or neglects to prosecute the completion of such maintenance with reasonable diligence, **TAMUS** may perform such maintenance. **TAMUS** may, in the event of an emergency, immediately make those repairs reasonably necessary to secure the Premises. The reasonable and necessary costs incurred by **TAMUS**, shall be paid by **LANDLORD** to **TAMUS** upon demand and if not paid to **TAMUS** within 30 days after receipt by **LANDLORD** of a statement therefore, **TAMUS** may deduct such cost from subsequent installments of rent; subject, however to the condition that if the **LANDLORD** contests the emergency nature of the repairs or the reasonableness of the work performed at **TAMUS**' request, then **TAMUS** may not offset the amount from subsequent installments of rent. **TAMUS** shall also have the remedies set forth in Article 12.

ARTICLE 6 CONDEMNATION

If the Building, the Land or any part of the Building or the Land, shall be lawfully taken or condemned (or conveyed under threat of such taking or condemnation) for any public or quasi-public use or purpose, this Lease shall terminate on the date of the taking of possession by the condemning authority; provided, that if **TAMUS** determines in its sole discretion that the Premises can be used for its purposes following the taking of possession, then **TAMUS** may, by written notice to **LANDLORD**, opt to continue this Lease. If **TAMUS** opts to continue this Lease, it shall give written notice to **LANDLORD** prior to the taking of possession by the condemning authority and the rent shall be equitably adjusted. Alternatively, if **LANDLORD** is able to provide space suitable for **TAMUS**' use, in **TAMUS**' sole opinion, **TAMUS** may elect to rent such other space under the same terms, conditions, and rent as this Lease, or such other terms, conditions and rent as the parties may agree.

ARTICLE 7 DAMAGES

7.01 Damages to the Building or the Premises. If the Building or the Premises are damaged by fire or other casualty, and **TAMUS** determines in its reasonable discretion that following a 60-day period of time during which **LANDLORD** may restore the Premises, it will be prevented from using the Premises in a manner reasonably comparable to its use immediately before such fire or other casualty, **TAMUS** may terminate this Lease by written notice to **LANDLORD** delivered within 30 days following the **LANDLORD**'s restoration work. If **LANDLORD** fails to complete the rebuilding or restoration within 60 days following the fire or other casualty, **TAMUS** shall have the right to terminate this Lease by written notice delivered to **LANDLORD** within 15 days following the end of that 60-day period. Alternatively, if **LANDLORD** is able to provide space suitable for **TAMUS**' use, in **TAMUS**' sole opinion, **TAMUS** may elect to rent such space under the same terms, conditions, and rental amount as this Lease, or upon such other terms, conditions and rent as the parties may agree.

7.02 Emergency Repairs. In the event that any damages to the Premises presents a threat to the health or safety of **TAMUS**, its employees, clients, representatives, agents, customers, or other persons frequenting the Premises, that are deemed of an emergency nature to



repair, TAMUS shall notify LANDLORD immediately. LANDLORD shall then immediately repair the damage or authorize TAMUS to repair said damage. In the event that any costs are incurred by TAMUS, LANDLORD shall reimburse TAMUS within 10 days following written demand from TAMUS accompanied by evidence of the costs incurred.

ARTICLE 8
INSURANCE

8.01 LANDLORD's Insurance Obligations. LANDLORD covenants and agrees that from and after the date of delivery of the Premises from LANDLORD to TAMUS, and during the term of this Lease or any renewal thereof, LANDLORD will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for (i) "All risk" property insurance for the Building on a full replacement cost basis and (ii) commercial general liability covering the Building, with limits of not less than \$1,000,000 combined single limit for personal injury and property damage as a result of negligence, willful misconduct, or other acts caused by the negligence of LANDLORD. LANDLORD shall deliver to TAMUS upon request a certificate evidencing such coverages. All such policies must be written by insurance companies authorized to do business in Texas and shall provide that TAMUS be provided with 10 days prior written notice of cancellation, reduction, or material change by the insurer.

8.02 TAMUS' Insurance Obligations. LANDLORD acknowledges that, because TAMUS is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of TAMUS 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 TAMUS is provided by TAMUS as mandated by the provisions of the Texas Labor Code, Chapter 503. TAMUS shall have the right, at its option, to (a) obtain liability insurance protecting TAMUS and its employees and property insurance protecting TAMUS' 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 TAMUS as a result of its operations under this Lease.

ARTICLE 9
ASSIGNMENT AND SUBLETTING

TAMUS may assign this Lease or sublet the Premises, in whole or in part, to any member of The Texas A&M University System or any agency of the State of Texas, but agrees it will not, except as otherwise provided in this Lease, assign this Lease or sublet all or any part of the Premises to any private parties (persons or corporations) without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld or delayed. Notwithstanding the above, LANDLORD understands and acknowledges that TAMUS is leasing the Premises for use by multiple TAMUS members, and use by such members is permitted without LANDLORD'S consent. In no event will LANDLORD be responsible to negotiate with or collect rent from any TAMUS members.



ARTICLE 10
COMPLIANCE WITH STATE AND FEDERAL LAW

10.01 Accessibility. **LANDLORD** and **TAMUS** have inspected the Premises and found that updates are required in order to comply with The Texas Accessibility Standards (“TAS”) regarding architectural barriers to persons with disabilities promulgated under Chapter 469, Texas Government Code as prepared and administered by the Texas Department of Licensing and Regulation (“TDLR”); the ADA Accessibility Guidelines (“ADAAG”) promulgated under The Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. § 12181 *et seq.* **LANDLORD** shall commence with the work required to achieve compliance with TAS and **TAMUS** shall reimburse **LANDLORD** for the actual costs incurred by **LANDLORD** based on the estimate which has been approved in advance by **TAMUS** and is attached hereto as “ADA Compliance Work” addendum attached hereto as Exhibit B.

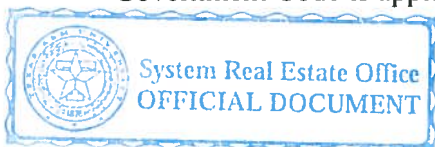
Neither **TAMUS** nor its occupying department have authority to waive any requirements of Chapter 469 of the Texas Government Code and any claim regarding such a waiver is expressly denied. Neither **TAMUS**, the occupying department, nor the TDLR have authority to waive any requirements of the federal Americans with Disabilities Act, and any claim regarding such waiver is expressly denied.

10.02 Child Support. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: “Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

10.03 Debts or Delinquencies. Pursuant to Section 2252.903, *Texas Government Code*, **LANDLORD** agrees that any payments owing to **LANDLORD** under this Lease may be applied directly toward certain debts or delinquencies that **LANDLORD** owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquent.

10.04 Franchise Tax Certification. If **LANDLORD** is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then **LANDLORD** certifies that it is not currently delinquent in the payment of any franchise taxes or that **LANDLORD** is exempt from the payment of franchise taxes.

10.05 Dispute Resolution. Prior to filing suit in court of competent jurisdiction, any alleged breach of the Lease or dispute between the parties arising out of, resulting from, relating to, or in connection with the Lease shall be subject to the dispute resolution process provided by Chapter 2260 of the Texas Government Code to the extent Chapter 2260 of the Texas Government Code is applicable to such alleged breach or dispute. Except to the extent obligated



to participate in the dispute resolution process set forth in Chapter 2260 of the Texas Government Code, nothing contained herein shall otherwise limit, restrict or prevent a party hereto from exercising the rights and remedies available to it under applicable law, at equity, under the Lease or otherwise.

ARTICLE 11
DEFAULT BY TAMUS

LANDLORD may terminate this Lease and enter upon and take possession of the Premises if **TAMUS** fails to perform, keep and observe any terms, covenants, or conditions required by this Lease to be performed by **TAMUS**, and such failure continues for 30 days following **TAMUS**' receipt of written notice of such default. **LANDLORD** shall have all legal and equitable remedies to cure or correct such default or breach for the account of **TAMUS**, in which event all amounts expended or incurred by **LANDLORD** (including reasonable attorneys' fees), together with interest thereon at the maximum rate of interest permitted by applicable law from the date of advancement until repaid, shall be due and payable by **TAMUS** to **LANDLORD** within 10 days after demand. In addition to the foregoing, upon a default by **TAMUS** that has not been cured within 30 days of demand by **LANDLORD**, **TAMUS** shall pay to **LANDLORD** an amount equal to the unamortized portion of the Tenant Improvements constructed under Article 1.02, plus the unamortized portion of any broker fees paid by **LANDLORD**.

ARTICLE 12
DEFAULT BY LANDLORD

If **LANDLORD** shall (i) fail to comply with any term, condition or covenant of this Lease that is required to be performed or observed by **LANDLORD**, or (ii) breach any of its representations and warranties set forth in this Lease, or if **TAMUS** is unable to use the Premises for more than 30 consecutive calendar days due to any law or any order, rule, or regulation of any competent governmental authority, and **LANDLORD** shall not cure or correct such failure, breach or condition within 30 days after receipt of written notice from **TAMUS** to **LANDLORD** (or, in the case of an emergency, within 24 hours after receipt of written or telephonic notice thereof given by **TAMUS** to **LANDLORD**), or, if such failure, breach or condition (other than an emergency situation as aforesaid) cannot reasonably be cured within said 30 day period, **LANDLORD** shall not have commenced to cure such failure or breach within said 30 days and shall not thereafter with reasonable diligence and in good faith proceed to cure such failure or breach, then **TAMUS**, in addition to any other remedy provided by law or in equity, may without being obligated to do so, cure or correct such default or breach for the account of **LANDLORD**, in which event all amounts expended or incurred by **TAMUS** (including reasonable attorneys' fees), together with interest thereon at the maximum rate of interest permitted by applicable law from the date of advancement until repaid, shall be due and payable by **LANDLORD** to **TAMUS** within 10 days after demand. If **LANDLORD** fails to pay any amount due with the 10-day period, **TAMUS** may deduct such amounts from the rent due or to become due hereunder (in such order and manner as **TAMUS** may elect), and/or terminate this Lease by giving written notice thereof to **LANDLORD**, in which event all rent shall be apportioned as of the effective termination date, and any rent paid for any period beyond such date and all other prepaid charges



or deposits paid by **TAMUS** to **LANDLORD** shall be refunded to **TAMUS**. **TAMUS** shall be obligated to be current on the payment of all rent due at the time of giving notice to **LANDLORD** of the failure or breach of condition described herein.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.01 Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. **TAMUS** and **LANDLORD** can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

LANDLORD: Neatherlin Commercial Group, L.P.
Attn: Kenneth Neatherlin
P.O. Box 1729
Navasota, Texas 77868
Tel: 936-825-2533

TAMUS: Texas A&M AgriLife Extension Service
Attn: Donna Alexander
578 John Kimbrough Blvd.
2147 TAMU
College Station, Texas 77843-2147
Tel: 979-845-7879

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

13.02 Alterations. Any physical additions or improvements to the Premises made by **TAMUS** will become the property of **LANDLORD** provided, that such additions or improvements may be removed by **TAMUS** at the end of the Term and at **TAMUS**' expense so long as **TAMUS** restores the Premises to the condition existing at the Commencement Date, normal wear and tear excepted.



13.03 Force Majeure. Neither party is required to perform any term, condition, or covenant of this Lease, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

13.04 Governing Law. The validity of this Lease and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

13.05 Venue. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMUS shall be in the county in which the primary office of the chief executive officer of TAMUS is located.

13.06 Entire Agreement. This Lease and any document incorporated herein by reference constitutes the complete agreement of **LANDLORD** and **TAMUS** and supersedes any prior understanding or agreement, written or oral, between them regarding the issues covered by this Lease. This Lease may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their permitted successors or assigns.

13.07 Savings Clause. If any term, provision, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will not be affected, impaired or invalidated.

13.08 Brokerage Commissions. TAMUS shall not be liable for any brokerage or finder's fees or commissions, except as otherwise expressly provided herein.

13.09 Estoppel Certificates. Any statement or representation of TAMUS in any estoppel certificate delivered pursuant to this Lease that would modify the rights, privileges or duties of **LANDLORD** or **TAMUS** hereunder shall be of no force and effect and may not be relied on by any person.

13.10 Rules and Regulations. TAMUS agrees to abide by any and all reasonable rules and regulations promulgated by **LANDLORD** for the proper operation of the Building provided all such rules and regulations are consistent and are uniformly applied to all tenants of the Building. All rules and regulations promulgated subsequent to commencement of this Lease must be submitted to TAMUS for consideration and comment at least 30 calendar days prior to implementation.

13.11 Waiver. The failure of **LANDLORD** or **TAMUS** to insist in any one or more instances on a strict performance of any of the covenants of this Lease shall not be construed as a waiver or relinquishment of such covenants in future instances, but the same shall continue and remain in full force and effect.



13.12 Successors and Assigns. This Lease and each and all of its covenants, obligations and conditions shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of **LANDLORD**, and the successor and assigns of **TAMUS**.

13.13 State Audits. **LANDLORD** understands that acceptance of funds under this Lease acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. **LANDLORD** further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. **LANDLORD** will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through **LANDLORD** and the requirement to cooperate is included in any subcontract it awards.

13.14 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** shall provide immediate written notice to **TAMUS** if, at any time **LANDLORD** learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Lease. If it is later determined that **LANDLORD** knowingly made a false representation, in addition to other remedies available to **TAMUS**, **TAMUS** may terminate this Lease.

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

ARTICLE 14 **SPECIAL PROVISIONS**

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

14.01 Notice of Hazardous Substances to be stored on Premises. **LANDLORD** understands and agrees that some of the System members using the Premises to store substances defined as a "Hazardous Substance" under the definition contained in Article 4.4 above. **TAMUS** agrees to store any Hazardous Substance in compliance with all applicable federal, state and local laws, regulations and ordinances, and prior to any of its members moving any Hazardous Substance onto the Premises, **TAMUS** will give notice to **LANDLORD** describing the substance and the manner of containment for **LANDLORD**'s approval, which will not be unreasonably withheld or delayed. Furthermore, **TAMUS** will immediately notify **LANDLORD** in the event a release, leak, discharge, spill, or emission of Hazardous Substances



("Event") has occurred on the Premises and TAMUS shall be responsible for any and all cleanup or related expense and/or liability resulting from the Event required under any applicable federal, state and local laws, regulations and ordinances. At the time of lease execution, the TAMUS members identified below plan to store the substances listed, and LANDLORD agrees that storage of these substances is considered a permitted use:

- a) Texas A&M University Utility & Energy Services hydraulic oil in a self-contained system
- b) Cyclotron components containing low levels of radiation.

14.02 Exhibits:

Exhibit A contains the floor plan required for TAMUS occupancy, plus the schedule of work to be performed by LANDLORD to prepare Suite 500 for TAMUS occupancy. This is in addition to the work performed pursuant to paragraph 10.01.

Exhibit B describes the work to be performed by LANDLORD pursuant to paragraph 10.1 and includes all work required on Suite 500 under Article 10.01, the cost of which is to be reimbursed by TAMUS to LANDLORD.

14.03 TAMUS acknowledges that except for the office pods shown on Exhibit A, LANDLORD will not heat or cool the Premises.

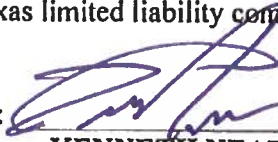


EXECUTED February 7, 2017 by LANDLORD.

NEATHERLIN COMMERCIAL GROUP, L.P., a Texas
limited partnership

By: Neatherlin Commercial Group Management LLC, a
Texas limited liability company, its General Partner

By:



KENNETH NEATHERLIN
Manager



EXECUTED February 15th, 2017 by TAMUS.

**BOARD OF REGENTS OF THE TEXAS A&M
UNIVERSITY SYSTEM,**
an agency of the State of Texas

By: _____


JOHN SHARP
Chancellor

RECOMMENDED APPROVAL:



PHILLIP RAY

Vice Chancellor, Business Affairs
The Texas A&M University System

APPROVED AS TO FORM:



R. J. DOLD

Assistant General Counsel
The Texas A&M University System



EXHIBIT A

Floor Plan & Tenant Improvements



Northpoint Suite 500, Landlords Work

Warehouse:

- Will be delivered in broom clean but as-is condition
- Landlord will replace existing high bay bulbs as needed, except middle row
- Re-key all exterior man doors
- Weather sealed roof (This will occur ASAP, but may be February.)

Paved Yard Areas:

- Landlord will patch as needed for it to remain serviceable to Tenant. Landlord has no responsibility for complete re-pavement.

East Office Pod First Floor (including restrooms):

- Replace any missing ceiling tiles
- General clean up
- All existing HVAC, electrical, lighting, and plumbing to be in working order
- No new paint or floor covering required

East Office Pod Second Floor:

- Replace any missing ceiling tiles
- Touch up paint, as needed
- General clean up
- All existing HVAC, electrical, lighting, and plumbing to be in working order
- No new paint or floor covering required

West Office Pod First Floor (including restrooms):

- Replace any missing ceiling tiles
- General clean up
- All existing HVAC, electrical, lighting, and plumbing to be in working order
- No new paint or floor covering required

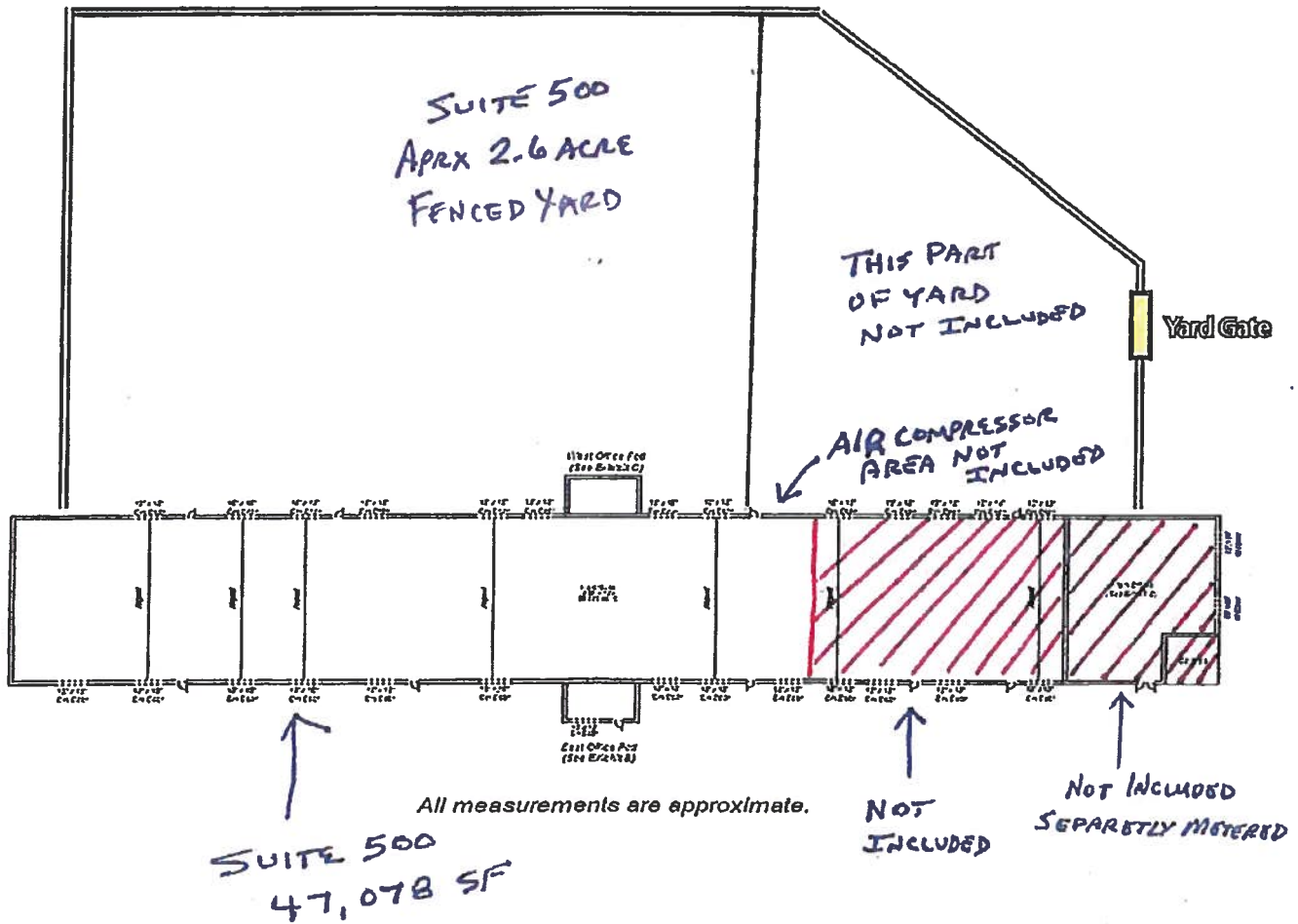
West Office Pod Second Floor:

- Replace any missing ceiling tiles
- Clean carpet and VCT, as needed
- Touch up paint, as needed
- General clean up
- All existing HVAC, electrical, lighting, and plumbing to be in working order
- No new paint or floor covering required



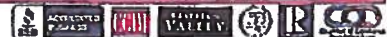


Suite 500 - Exhibit A



For more information, please contact:

John Clark	Josh Isenhour
979.268.6840	979.268.6840
John@clarkisenhour.com	Josh@clarkisenhour.com



Clark Isenhour Real Estate Services, LLC
3828 S College Ave
Bryan, Texas 77801
www.clarkisenhour.com

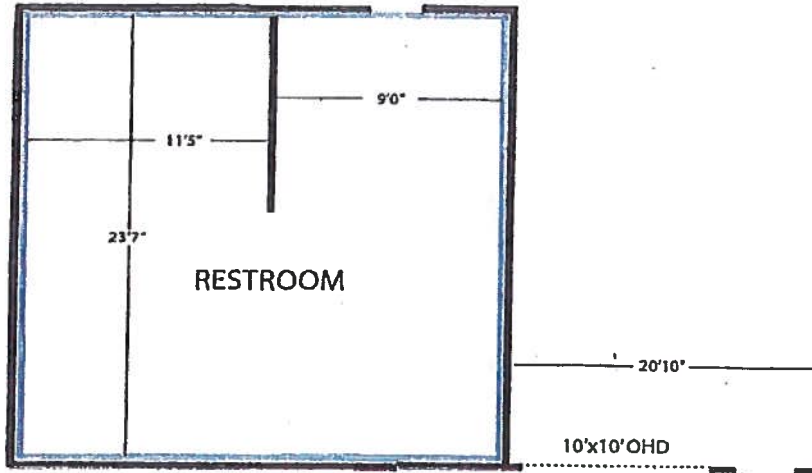
No warranty or representation, expressed or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, without notice, and to any special listing conditions imposed by the owner.



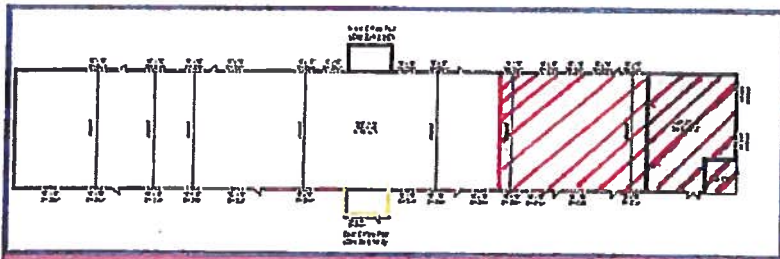


**Suite 500 - Exhibit B
First Floor**

Warehouse



Exterior



Pg. 3 of 6

All measurements are approximate

For more information, please contact:

John Clark
979.268.6840

Josh Isenhour
979.268.6840

John@clarkisenhour.com

Josh@clarkisenhour.com



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3828 S College Ave
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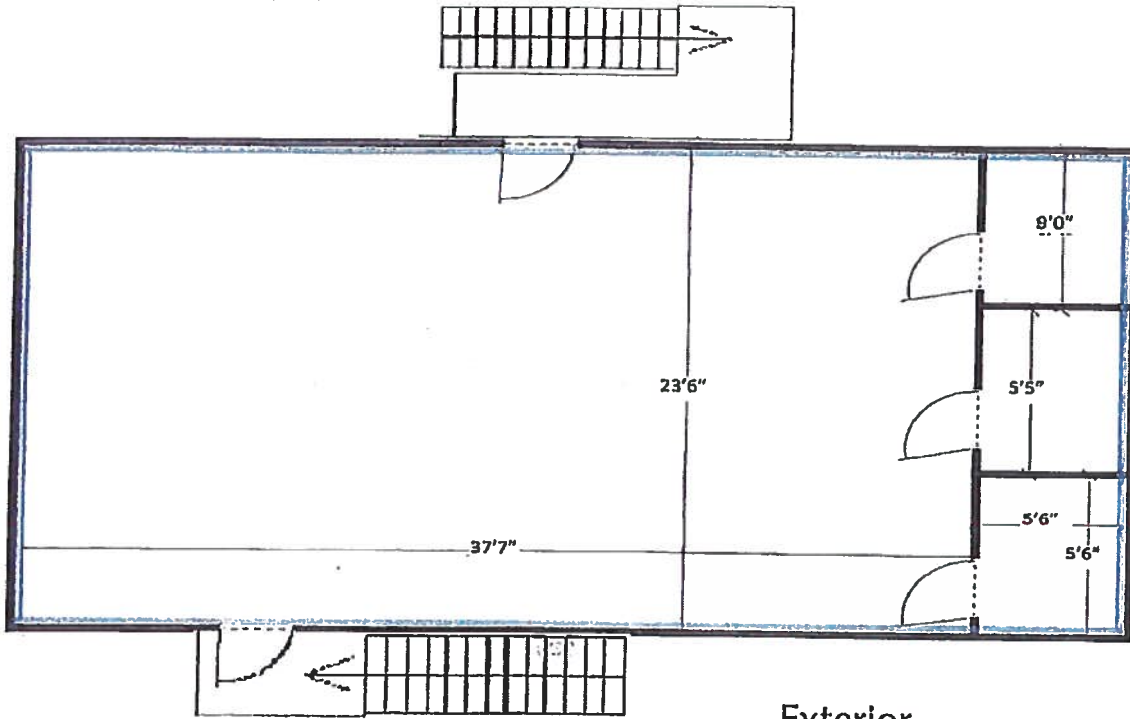
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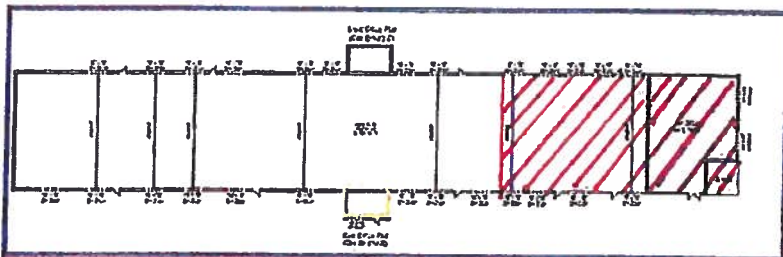


**Suite 500 - Exhibit B
Second Floor**

Warehouse



Exterior



Pg. 4 of 6

All measurements are approximate

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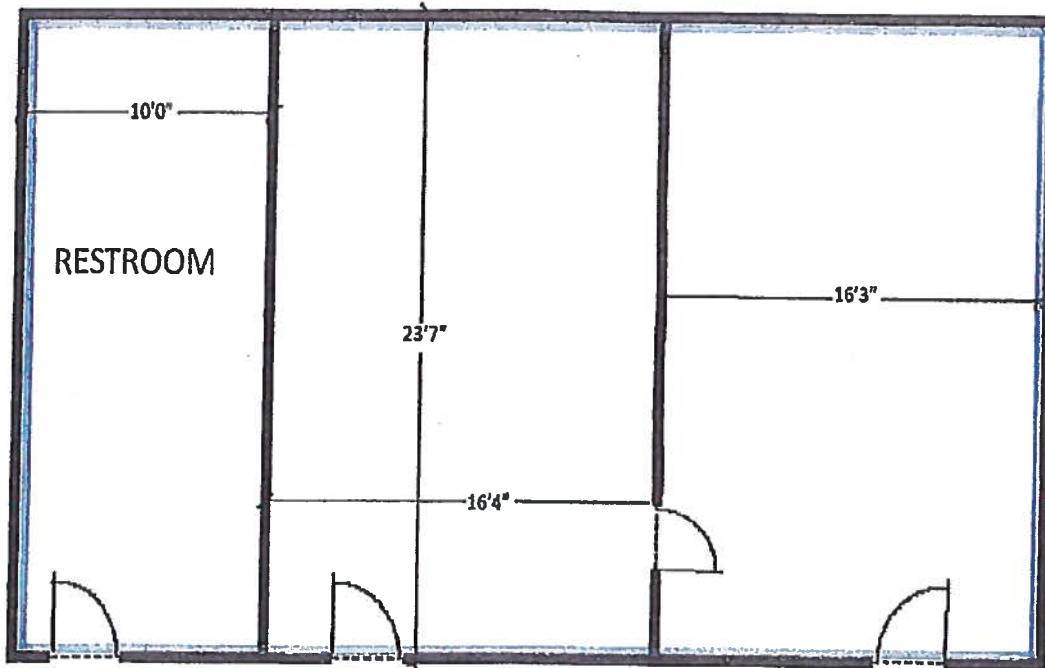
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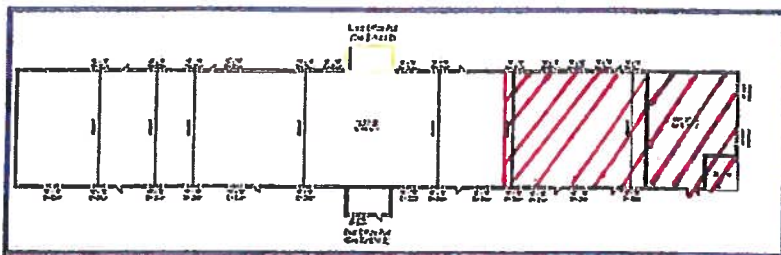


**Suite 500 - Exhibit C
First Floor**

Exterior



Warehouse



Pg 5 of 6

All measurements are approximate

For more information, please contact:

John Clark
979.268.6840

Josh Isenhour
979.268.6840

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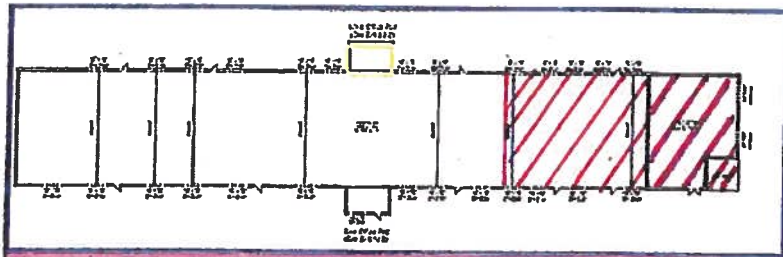
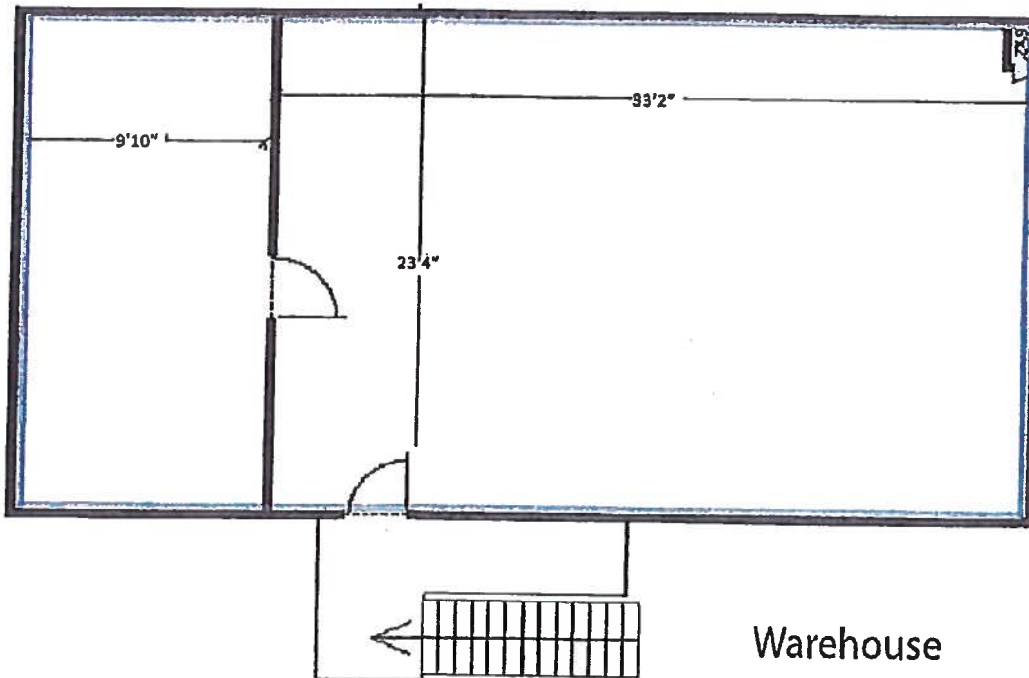
No warranty or representation, expressed or implied is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, with-
drawal without notice, and to any special listing conditions imposed by the owner.





**Suite 500 - Exhibit C
Second Floor**

Exterior



Pg. 6 of 6

All measurements are approximate



For more information, please contact:

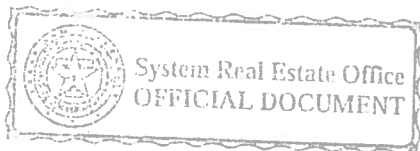
John Clark Josh Isenhour
979.268.6840 979.268.6840
John@clarkisenhour.com Josh@clarkisenhour.com

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EXHIBIT B

ADA Work





PO Box 12138
College Station, TX 77842
979.820.0404

PROPOSAL

DATE: December 19, 2016
TO: Clark Isenhour
JOB: Northpoint Industrial Park, 2870 North Harvey Mitchell Parkway, Bryan, TX
BY: Jason T. Shryock

DESCRIPTION:

This proposal is for the ADA-related renovations of the designated suites at 2870 North Harvey Mitchell Parkway. Included are the following:

Suite 100 – Eddie Hare’s recommendations for suite - \$15,927

- Install sign at front of building indicating handicap access at rear
- Install continuous hand rails on either side of sloped loading ramp
- Construct transitional ramp at entry door closest to ramp (float out concrete to provide a compliant ramp)
- Remove drinking fountain (there is not room to install the needed split height fountain and access)
- Replace counter in breakroom with ADA compliant unit, including ADA compliant faucet
- Install gate underneath stairwell to block the dead space
- Convert women’s downstairs restroom into unisex ADA restroom, including the following:
 - o Remove one toilet
 - o Remove all partitions except for divider partition between sink and toilet area
 - o Provide compliant faucet and insulate piping underneath wall mounted sink
 - o Add grab bars as required around toilet area
 - o Lower mirror to compliant height
 - o Install height extender on toilet seat to meet height requirement
- Provide signage to indicate unisex bathroom designation on both restrooms and handicap designation on previous women’s restroom
- Provide ADA compliant lever locksets on all downstairs doors
- Upstairs areas may be left as is as long as nothing more than paint touch-ups are done
- Striping and signage for exterior handicap parking space (by others)

We propose to perform the above modifications to the suite with these notations:

- Only the newly installed exterior handrails and interior gate under stairs will be painted under this proposal. (Repainting of other exterior railings and other stair railings will fall under another proposal.)
- Laminate selection for the breakroom countertop will be of a standard color.



- Striping and signage for exterior handicap parking space is excluded. (to be included with parking lot striping work by others)
- Allowances included due to the unknown extent of damage upon removal of above items:
 - o Flooring and wall tile repairs - \$500
 - o Drywall repairs - \$500
 - o Painting touch-ups - \$500 (this is in addition to the painting of the newly installed metal exterior handrails and interior gate under stairs)
- Debris haul-off from jobsite is included as needed.

Suite 500 – Eddie Hare’s recommendations for suite - \$8,893

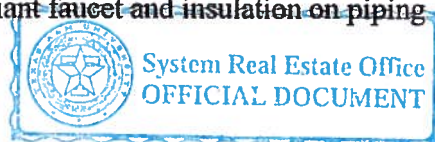
- Provide transitional ramp at entry door (pour concrete to provide a compliant ramp)
- Convert men’s downstairs restroom into unisex ADA restroom, including the following:
 - o Remove one toilet
 - o Remove all partitions except for divider partition between urinal and toilet area
 - o Provide one compliant wall hung sink with compliant faucet and insulation on piping underneath
 - o Add grab bars as required around toilet area
 - o Remove mirror from area due to non-compliance (mirror is not required but if there must be compliant)
 - o Remove one urinal (if two urinals are in place, one must be at lowered height; cost is less to remove than to lower)
 - o Install height extender on toilet seat to meet height requirement
 - o Shower needs to be blocked off or locked in a way to make it inaccessible
- Provide signage to indicate unisex bathroom designation on both restrooms and handicap designation on previous men’s restroom
- Provide door closer to meet ADA tension requirements
- Provide lever lockset on exterior door where ADA access is provided
- Striping and signage for exterior handicap parking space (by others)
- Upon further review, protruding stairways are not a concern since this is designated as a warehouse environment

We propose to perform the above modifications to this suite with these notations:

- Striping and signage for exterior handicap parking space is excluded. (to be included with parking lot striping work by others)
- Allowances included due to the unknown extent of damage upon removal of above items:
 - o Flooring and wall tile repairs - \$150
 - o Drywall repairs - \$150
 - o Painting touch-ups - \$150
- Debris haul-off from jobsite is included as needed.

Suite 700 – Eddie Hare’s recommendations for suite - \$8,893

- Provide transitional ramp at entry door (pour concrete to provide a compliant ramp)
- Convert men’s downstairs restroom into unisex ADA restroom, including the following:
 - o Remove one toilet
 - o Remove all partitions except for divider partition between urinal and toilet area
 - o Provide one compliant wall hung sink with compliant faucet and insulation on piping underneath
 - o Add grab bars as required around toilet area



- Remove mirror from area due to non-compliance (mirror is not required but if there must be compliant)
- Remove one urinal (if two urinals are in place, one must be at lowered height; cost is less to remove than to lower)
- Install height extender on toilet seat to meet height requirement
- Shower needs to be blocked off or locked in a way to make it inaccessible
- Provide signage to indicate unisex bathroom designation on both restrooms and handicap designation on previous men's restroom
- Provide door closer to meet ADA tension requirements
- Provide lever lockset on exterior door where ADA access is provided
- Striping and signage for exterior handicap parking space (by others)
- Upon further review, protruding stairways are not a concern since this is designated as a warehouse environment

We propose to perform the above modifications to this suite with these notations:

- Striping and signage for exterior handicap parking space is excluded. (to be included with parking lot striping work by others)
- Allowances included due to the unknown extent of damage upon removal of above items:
 - Flooring and wall tile repairs - \$150
 - Drywall repairs - \$150
 - Painting touch-ups - \$150
- Debris haul-off from jobsite is included as needed.



EDDIE HARE-ACCESSIBILITY SPECIALIST
TDLR/TAS Registered Accessibility Specialist #0008
5855 Foster Road * Bryan, Texas 77807
(979) 775-6850 office * (979) 775-6820 fax * (979) 820-0149 cell

November 18, 2016

John Clark
Clark- Isenhour Real estate Services, LLC
3828 South College Avenue
Bryan, Texas 77801

Re: Northpoint Industrial Park * 2870 North Harvey Mitchell Parkway, suite 500 and 700 * Bryan, Texas 77803

INSPECTION COMPLETED-Survey to Ensure Compliance

To John Clark:

The referenced facility has been inspected and found not to be in compliance with some of the provisions of the Texas Government Code, Chapter 469 and the Americans with Disabilities Act (ADA, P.L. 101-336). This inspection/survey of the reference facility included the accessible parking, the exterior and interior accessible route as well as the restrooms on both floors to ensure compliance with the Texas Accessibility Standards of 2012. The summary of the violations are below, all other standards are in compliance.

The included worksheet shows the existing violations with the standards that apply to each. A summary of the violations are:

1. The exterior accessible route as well as the parking at the ground level does not comply
2. The first floor restrooms do not comply.
3. The open stairs create a hazard being a protruding object.

On the second page of this document will have the violations as well as the standard that applies to each.

For more information concerning the Americans with Disabilities Act (ADA, P.L. 101-336), ADA Hotline, (800) 949-4232, or the United States Department of Justice at (202) 514-0301.

Best Regards;

Eddie Hare
Accessibility Specialist ICC# 1131801-21
RAS# 0008

THE REVIEW OF DOCUMENTS AS CONTRACT DOCUMENTS AND FIELD INSPECTIONS, BY THIS REGISTERED ACCESSIBILITY SPECIALIST, EDDIE HARE, FOR THE TEXAS DEPARTMENT OF LICENSING AND REGULATION (TDLR), AUSTIN, TEXAS, IS BASED ON BEST EFFORTS ENDEAVOR FOLLOWING INSTRUCTION AND CERTIFICATION BY BOTH TDLR AND ICBO. PLAN REVIEW AND INSPECTION IN NO WAY WARRANTS COMPLETE COMPLIANCE TO THE TEXAS ACCESSIBILITY STANDARDS. THIS BUSINESS, THE PROFESSIONAL, HIS EMPLOYEES, AND CLIENT FOR WHOM THE REVIEW OR INSPECTION IS MADE AGREES TO HOLD HARMLESS AND INDEMNIFY THE REGISTERED ACCESSIBILITY SPECIALIST, EDDIE HARE, AND THE TDLR FROM AND AGAINST ANY LIABILITY ARISING FROM THE PERFORMANCE OF THE WORK



EDDIE HARE-ACCESSIBILITY SPECIALIST
TDLR/TAS Registered Accessibility Specialist #0008

TAS 2012 Inspection work sheet for the Northpoint Industrial Park, Suite 500 and 700 Warehouses
11/19/2016

Description of the referenced facility: Warehouse facility with restrooms, no elevator or accessible route to the second floor.

Scope of Work: 202.3 Alterations. Where existing elements, spaces, or common use areas are altered, each altered element, space, or common use area shall comply with the applicable requirements of Chapter 2. **202.4 Alterations Affecting Primary Function Areas.** In addition to the requirements of 202.3, an alteration that affects or could affect the usability of or access to an area containing a primary function shall be made so as to ensure that, to the maximum extent feasible, the path of travel to the altered area, including the parking areas, rest rooms, telephones, and drinking fountains serving the altered area, are readily accessible to and usable by individuals with disabilities, unless such alterations are disproportionate to the overall alterations in terms of cost and scope. For purposes of ensuring compliance with requirements of Texas Government Code, Chapter 469, all determinations of maximum extent feasible and disproportionality are made by the Department in accordance with the variance procedures contained in Chapter 68, Texas Administrative Code. If elements of a path of travel at a subject building or facility that have been previously constructed or altered in accordance with the April 1, 1994 Texas Accessibility Standards (TAS) they will enjoy safe harbor and are not required to be retrofitted to reflect the incremental changes in the 2012 TAS solely because of an alteration to a primary function area served by that path of travel. Those elements would be subject to compliance with the 2012 TAS only when the elements of a path of travel are being altered.

Reviewer's notes: The second floor of this facility is not required to comply because of the exception: 1. In private buildings or facilities that are less than three stories or that have less than 3000 square feet (279 m²) per story, an accessible route shall not be required to connect stories provided that the building or facility is not a shopping center, a shopping mall, the professional office of a health care provider, a terminal, depot or other station used for specified public transportation, an airport passenger terminal, or another type of facility as determined by the U. S. Attorney General. In transportation facilities, any area housing passenger services, including boarding and debarking, loading and unloading, baggage claim, dining facilities, and other common areas open to the public must be on an accessible route from an accessible entrance.

The exterior accessible route to both suites are required, at least one exterior door must have a clear and level entrance in and out, if parking is designated it too will be required to comply.

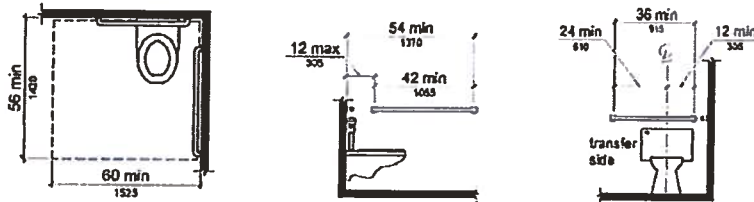
Violation: 213.2 Toilet Rooms and Bathing Rooms. Where toilet rooms are provided, each toilet room shall comply with 603. Where bathing rooms are provided, each bathing room shall comply with 603. **604.1 General.** Water closets and toilet compartments shall comply with 604.2 through 604.8. **604.3.1 Size.** Clearance around a water closet shall be 60 inches (1525 mm) minimum measured perpendicular from the side wall and 56 inches (1420 mm) minimum measured perpendicular from the rear wall. **604.3.2 Overlap.** The required clearance around the water closet shall be permitted to overlap the water closet, associated grab bars, dispensers, sanitary napkin disposal units, coat hooks, shelves, accessible routes, clear floor space and clearances required at other fixtures, and the turning space. No other fixtures or obstructions shall be located within the required water closet clearance. **604.5.1 Side Wall.** The side wall grab bar shall be 42 inches (1065 mm) long minimum, located 12 inches (305 mm) maximum from the rear wall and extending 54 inches (1370 mm) minimum from the rear wall. **604.5.2 Rear Wall.** The rear wall grab bar shall be 36 inches (915 mm) long minimum and extend from the centerline of the water closet 12 inches (305 mm) minimum on one side and 24 inches (610 mm) minimum on the other side. **604.6 Flush Controls.** Flush controls shall be hand operated or automatic. Hand operated flush controls shall comply with 309. Flush controls shall be located on the open side of the water closet except in ambulatory accessible compartments complying with 604.8.2.

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EDDIE HARE-ACCESSIBILITY SPECIALIST
 TDLR/TAS Registered Accessibility Specialist #0008

TAS 2012 Inspection work sheet for the Northpoint Industrial Park, Suite 500 and 700 Warehouses
 11/19/2016



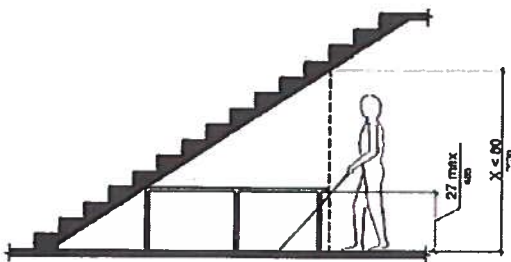
Notes: The ground floor restrooms

must fully comply, the existing restrooms do not have a 60" stall, no grab bars, the hardware is incorrect and will require a complete redesign of both the men and women's restrooms. An Exception could be applied to both suites if the restrooms were all unisex, then only one would have to comply in each suite if both were uni-sex, see the exception: 213.2 #4. Where multiple single user toilet rooms are clustered at a single location, no more than 50 percent of the single user toilet rooms for each use at each cluster shall be required to comply with 603.

Violation: 606.1 General. Lavatories and sinks shall comply with 606. 606.3 Height. Lavatories and sinks shall be installed with the front of the higher of the rim or counter surface 34 inches (865 mm) maximum above the finish floor or ground. 606.5 Exposed Pipes and Surfaces. Water supply and drain pipes under lavatories and sinks shall be insulated or otherwise configured to protect against contact. There shall be no sharp or abrasive surfaces under lavatories and sinks

Notes: The ground floor restroom's lavatories as well as the breakroom sink must comply all are mounted at the wrong height. The Exception 213.2#4 may be applied here as well Where multiple single user toilet rooms are clustered at a single location, no more than 50 percent of the single user toilet rooms for each use at each cluster shall be required to comply with 603

Violation: 204.1 General. Protruding objects on circulation paths shall comply with 307. 307.2 Protrusion Limits. Objects with leading edges more than 27 inches (685 mm) and not more than 80 inches (2030 mm) above the finish floor or ground shall protrude 4 inches (100 mm) maximum horizontally into the circulation path.



Notes: The stairs from the ground floor to the second

floor are open under the stairs and create a hazard to the blind.

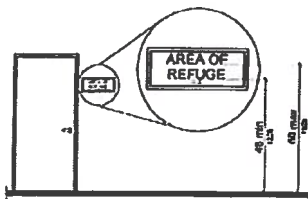
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EDDIE HARE-ACCESSIBILITY SPECIALIST
TDLR/TAS Registered Accessibility Specialist #0008

TAS 2012 Inspection work sheet for the Northpoint Industrial Park, Suite 500 and 700 Warehouses
11/19/2016

Violation: 216.1 General. Signs shall be provided in accordance with 216 and shall comply with 703.
703.4.1 Height Above Finish Floor or Ground. Tactile characters on signs shall be located 48 inches (1220 mm) minimum above the finish floor or ground surface, measured from the baseline of the lowest tactile character and 60 inches (1525 mm) maximum above the finish floor or ground surface, measured from the baseline of the highest tactile character.



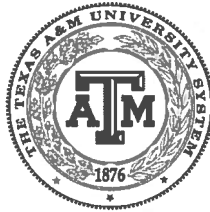
Notes: none of the signage in this facility complies.

Violation: 404.2.7 Door and Gate Hardware. Handles, pulls, latches, locks, and other operable parts on doors and gates shall comply with 309.4. Operable parts of such hardware shall be 34 inches (865 mm) minimum and 48 inches (1220 mm) maximum above the finish floor or ground. Where sliding doors are in the fully open position, operating hardware shall be exposed and usable from both sides. **309.4 Operation.** Operable parts shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds (22.2 N) maximum.

Notes: All of the hardware on the ground floor doors does not comply, most of these are of the knob style hardware and must be the lever action type.

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Office of General Counsel
THE TEXAS A&M UNIVERSITY SYSTEM

February 8, 2017

MEMORANDUM

TO: John Sharp
Chancellor

THROUGH: Ray Bonilla 
General Counsel

FROM: Gina Joseph 
Managing Counsel, Property and Construction

SUBJECT: Execution of an *Agreement For Lease of Space* Between The Texas A&M University System and Neatherlin Commercial Group, L.P. for Office/Warehouse Space Located at 2870 N. Harvey Mitchell Parkway in Bryan, Brazos County, Texas. SRE File No. 2017010002.

The above referenced document represents a lease of 47,078 square feet in a building located at 2870 N. Harvey Mitchell Parkway. The lease is to provide office and warehouse space for Texas A&M Transportation Institute, Texas A&M University, Texas A&M Engineering Extension Service and Texas A&M Engineering Experiment Station personnel and equipment being relocated from the RELLIS campus.

Attached for your approval and signature is a copy of the *Lease* for this purpose. If the document is acceptable to you, please have Chancellor Sharp sign where indicated and return the Agreement to me for further handling. A copy of the Minute Order authorizing this lease is attached for your reference. I recommend approval.

If you have any questions, or if I can be of assistance to you, please feel free to call me.

RJD:ez

Enclosures

236-2016
(Item 5.2)

**AUTHORIZATION TO LEASE UP TO 95,000 SQUARE FEET
OF OFFICE AND WAREHOUSE SPACE IN THE
NORTHPOINTE BUSINESS PARK LOCATED IN
BRYAN, BRAZOS COUNTY, TEXAS,
THE TEXAS A&M UNIVERSITY SYSTEM**

The Chancellor of The Texas A&M University System, or designee, following approval for legal sufficiency by the Office of General Counsel, is authorized to take all steps necessary to negotiate, execute and deliver one or more leases totaling up to 95,000 square feet of office and warehouse space at 2870 North Harvey Mitchell Parkway, Bryan, Brazos County, Texas, for use by The Texas A&M University System members.

CERTIFICATE

I, VICKIE BURT SPILLERS, hereby certify that the foregoing is an exact and accurate copy of Minute Order 236-2016 adopted by the Board of Regents of The Texas A&M University System at its regular board meeting held in College Station, Texas, on November 10, 2016.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of the said institution on this 15th day of November 2016.



Vickie Burt Spillers

Vickie Burt Spillers
Executive Director, Board of Regents
The Texas A&M University System