

**Sales Tax Exemption**

Texas A&M University is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes of Texas, for all purchases made for the exclusive use of Texas A&M.

The laws of the State of Texas shall govern this Purchase Order.

Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
Jul 6, 2017	AB0316441	original
Contact instructions for questions regarding this Purchase Order: Please contact the Buyer if Buyer contact information is present. Otherwise, contact the Customer.		
Buyer Contact:		
Buyer	Buyer Email	Buyer Phone Number
cka - Asim, Christina	c-asim@tamu.edu	979.845.3819
Customer Contact:		
Name:	By Departmental Accounting Services PATT	
Email:	sshibley@tamu.edu	
Phone:	+1 (979) 847-8915	

Order acceptance instructions:

Vendor guarantees that the products delivered or the services performed as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by Texas A&M's Department of Procurement Services prior to shipping.

Supplier Information		Delivery Information	
Supplier Name	COLLEGE STATION VILLAGE CENTER CHEN CHANG PROP DBA	Delivery Address Texas A&M University	
Address	3828 SOUTH COLLEGE AVE BRYAN, TX 77801 US	Attn Transportation Services	
FOB / FREIGHT	Destination	Bldg E	
Pre-Pay & Add	No	702 E University Blvd	
Payment Terms	0, Net 7	1250 TAMU	
Contract Number - Header	Lease Agreement 711-17-06	College Station, TX 77840-1250	
Contract Number - Line	no value	United States	
Quote number		Delivery Information Required Delivery Date	
		Ship Via	Best Carrier-Best Way

Notes to Supplier**Shipping Instructions**

Attachments for supplier

Lease Agreement & Amendment - Fully Executed 711-17-06-.pdf

PO Clauses

Header	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	113	FOB-DEST/FRT-PP&ALLOW	FOB Destination, Freight Prepaid and Allowed
	242	Equal Opportunity for Qualified Individuals	This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 4	FY17 - Rent for Lease of Office Space for the Term 7/1/2017 through 8/31/2017 ** See Attached Lease Agreement for Details.**	711-17-06	MON	14,581.00 USD	2 MON	29,162.00 USD
2 of 4	FY18 - Rent for Lease of Office Space for the Term 9/1/2017 through 8/31/2018 ** See Attached Lease Agreement for Details.**	711-17-06	MON	14,581.00 USD	12 MON	174,972.00 USD
3 of 4	FY19 - Rent for Lease of Office Space for the Term 9/1/2018 through 8/31/2019 ** See Attached Lease Agreement for Details.**	711-17-06	MON	14,581.00 USD	12 MON	174,972.00 USD
4 of 4	FY20 - Rent for Lease of Office Space for the Term 9/1/2019 through 6/30/2020 ** See Attached Lease Agreement for Details.**	711-17-06	MON	14,581.00 USD	10 MON	145,810.00 USD
Total					524,916.00 USD	

Billing Information	Billing Address
To assure timely payment please e-mail invoices to the email provided in the bill to address. If the invoice is sent via email, please do not send a duplicate copy through the mail. Only if email is not an option then submit invoices to the billing address indicated in the "Billing Address" section. To inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail abvendorhelp@tamu.edu. Invoice must include the PO/Reference number shown above.	Texas A&M University-Accounts Payable ***Do Not Mail Invoices*** Email invoices to invoices@tamu.edu 750 Agronomy Road - Suite 3101 6000 TAMU College Station, TX 77843-6000 United States

AMENDMENT TO AGREEMENT FOR LEASE OF SPACE

THIS AMENDMENT TO AGREEMENT FOR LEASE OF SPACE (this "Amendment"), is entered into effective July 1, 2017 ("Effective Date") by and between **CHEN CHANG PROPERTY, L.L.C. ("LANDLORD")**, a Texas limited liability company, and the **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 the Texas A&M University, a member of The Texas A&M University System, for the purpose of amending the Agreement for Lease of Space dated June 5, 2017, governing the lease of approximately 8,936 square feet of net rentable area in the building known as Building "E" and "F", located at 702 University Drive, College Station, Brazos County, Texas (the "Lease").

A&M SYSTEM and **LANDLORD** have agreed to amend the term of the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, **A&M SYSTEM** and **LANDLORD** hereby agree as follows:

1. Term. The Initial Term in Section 2.1 of the Lease is amended to commence on July 1, 2017 and to expire on June 30, 2020.
2. Binding Effect. This Amendment shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.
3. Other Terms. Except as expressly provided herein, all of the terms and conditions of the Lease and any and all other documents described in or executed in connection with the Lease shall continue in full force and effect and are hereby affirmed.
4. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument.

[Signature pages follow]



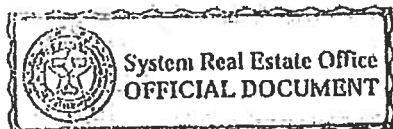
EXECUTED 4/10/, 2017 by LANDLORD.

CHEN CHANG PROPERTY, L.L.C., a
Texas limited liability company

By: 

RUTH HSU
Manager

[SIGNATURES CONTINUE ON NEXT PAGE]



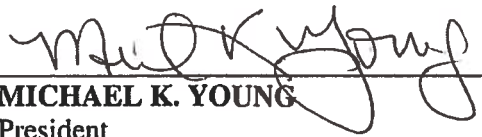
EXECUTED June 29th, 2017 by the A&M SYSTEM.

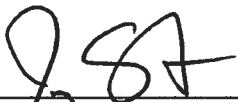
**BOARD OF REGENTS OF THE TEXAS A&M
UNIVERSITY SYSTEM**, an agency of the State of Texas,
for the use and benefit of the Texas A&M University

By: _____

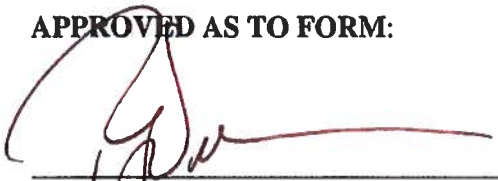

JOHN SHARP
Chancellor
Texas A&M University System

RECOMMENDED APPROVAL:


MICHAEL K. YOUNG
President
Texas A&M University


JERRY R. STRAWSER
Vice President for Finance and Administration
Texas A&M University

APPROVED AS TO FORM:


R. J. DOLD
Assistant General Counsel
Office of General Counsel
The Texas A&M University System



THE TEXAS A&M UNIVERSITY SYSTEM
AGREEMENT FOR LEASE OF SPACE

This Agreement for Lease of Space (this "Lease") is by and between **CHEN CHANG PROPERTY, L.L.C.**, a Texas limited liability company, as the landlord ("**LANDLORD**") and the **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, an agency of the State of Texas, as the tenant ("**TAMUS**"), for the use and benefit of Texas A&M University (the "University").

ARTICLE 1
PREMISES

1.1 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"):

8,936 square feet of net rentable area as depicted on the floor plan attached hereto as Exhibit "A", in the building known as Building "E" and "F" (collectively the "Building"), located at 702 University Drive, College Station, Brazos County, Texas 77802, and the non-exclusive right to use, in common with other tenants, all public spaces within the Building (including the lobbies, hallways, elevators, stairwells, telecommunication rooms, and restrooms), and the related driveways, parking facilities, and similar improvements. The Building is located on the real property described as Reserve C, University Park East Addition to the City of College Station, Texas (the "Land").

1.2 Tenant Improvements. Intentionally Omitted.

1.3 Signage. The design and location of any exterior signs desired by **TAMUS** will be submitted to **LANDLORD** for written approval prior to being erected. Any interior signs will be erected by **LANDLORD** or will be erected by **TAMUS** with **LANDLORD**'s written approval. **TAMUS**' signs will be erected or installed at its expense.

1.4 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.

1.5 Utilities. **LANDLORD** will furnish, without extra charge to **TAMUS**, all utilities serving the Premises, including but not limited to electric services and water.

1.6 Janitorial Services. **LANDLORD** is responsible for janitorial services to the Premises at **LANDLORD**'s sole cost.

1.7 Extermination Services. **LANDLORD** will provide extermination services to the Premises at intervals specified by **LANDLORD** in writing to **TAMUS**. If the specified intervals



are not sufficient to eradicate pests, **LANDLORD** will provide additional extermination service upon **TAMUS'** request.

ARTICLE 2 **TERM**

2.1 **Initial Term.** The term of this Lease will be for three years commencing on September 1, 2017 ("Commencement Date") and shall expire on August 31, 2020 ("Term"), unless sooner terminated in accordance with the terms of this Lease.

2.2 **Termination.** Intentionally Omitted.

ARTICLE 3 **RENT**

3.1 **Rent.** During the Term of this Lease, **TAMUS** agrees to pay **LANDLORD** in advance, no later than the fifth day of each month, rent in the amount of \$14,581 per month; provided that the first monthly payment is due on or before the Commencement Date. Rent for any partial month shall be prorated. The total consideration for this Lease is \$524,916. **LANDLORD** agrees to submit monthly statements for rent to **TAMUS** at the address set forth in Section 13.11, or at such other address as designated in a written notice to **LANDLORD**.

3.2 **Rent Escalation.** None.

3.3 **Availability of Funding.** This Lease is made and entered into in accordance with the authority that was delegated by the Texas Facilities Commission under Section 2167.005 of the *Texas Government Code*, and Title 1, Texas Administrative Code §115.4, and may be contingent upon the continuation of federally funded programs and/or the appropriation of funds by the Texas Legislature to cover the full term and cost of this Lease. In the event a curtailment of federally funded programs occurs, or in the event state appropriations are unavailable to **TAMUS** or the University, **TAMUS** 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.

ARTICLE 4 **COVENANTS AND OBLIGATIONS OF LANDLORD**

4.1 **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. **LANDLORD** further 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 (i) creates or may be expected to create noise, odors or a hazardous condition injurious to **TAMUS**, its employees, agents, representatives, customers, invitees or guests, or disruptive to **TAMUS'** use of the Premises, or (ii) that provides services to a clientele that engages in harassment of **TAMUS'** employees, agents, representatives, clients, invitees or guests.



4.2 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**.

4.3 Authority. **LANDLORD** warrants and represents that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization, and is duly authorized to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Lease, and the individual executing this Lease on behalf of **LANDLORD** has been duly authorized to act for and bind **LANDLORD**.

4.4 Compliance. **LANDLORD** warrants and guarantees that **TAMUS'** intended use of the Premises for general office uses and/or research, 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.

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

LANDLORD 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

5.1 Landlord's Maintenance Obligations. **LANDLORD** shall maintain the Building (expressly including the common areas, parking and landscaping) and the Premises in a first-class, clean, and safe condition, 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 acts 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.

LANDLORD's obligation to maintain includes, without limitation, the following services:

- (a) repair and patch wall, ceiling, door, and floor surfaces;
- (b) painting as needed;
- (c) replacement of broken window glass;
- (d) repair of window shades, blinds and/or drapes, fasteners and sash cord or chains;
- (e) roof and ceiling leaks;
- (f) building exterior, interior;
- (g) plumbing, heating, air conditioning and ventilating equipment;
- (h) fire protection equipment;
- (i) miscellaneous valves;
- (j) woodwork, locks, floor surface and coverings;
- (k) light fixtures, and the replacement of all defective or burned-out light bulbs, fluorescent tubes, ballasts and starters; and
- (l) maintenance and repair of driveways, parking areas, and sidewalks.

5.2 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 ten (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 costs incurred by **TAMUS**, together with interest at the maximum lawful rate, shall be paid by **LANDLORD** to **TAMUS** upon demand and if not paid to **TAMUS** within ten (10) days after receipt by **LANDLORD** of a statement therefore, **TAMUS** may deduct such cost, together with interest at the maximum lawful rate, 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 CASUALTY

7.1 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 sole discretion that it is prevented from using the Premises in a manner reasonably comparable to its use immediately before such fire or other casualty, **TAMUS** may terminate this Lease by written notice to **LANDLORD** delivered within 30 days following the date of such fire or other casualty. If **TAMUS** decides, in its sole discretion, not to terminate this Lease, then **TAMUS** shall give written notice to **LANDLORD** within that 30-day period, and **LANDLORD** shall, at its expense and within 10 days following the date of such written notice, commence to rebuild or restore the Premises to substantially the condition of the Premises prior to the fire or other casualty. The rent payable by **TAMUS** during repairs and restoration will be equitably adjusted. If **LANDLORD** fails to complete the rebuilding or restoration within 60 days following the date of **TAMUS**' written notice, **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. If **TAMUS** decides to terminate this Lease, all rent and other charges will be prorated as of the date of the casualty. 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.

7.2 Emergency Repairs. **LANDLORD** authorizes **TAMUS** to engage in repairs of any damage to the Premises, whether **LANDLORD** has been notified of such damage or not, if such damage presents a threat to the health or safety of **TAMUS**, its employees, clients, representatives, agents, customers, or other persons frequenting the Premises. The costs incurred by **TAMUS**, together with interest at the maximum lawful rate, shall be paid by **LANDLORD** to **TAMUS** upon demand and if not paid to **TAMUS** within 10 days after receipt by **LANDLORD** of a statement therefore, **TAMUS** may deduct such cost, together with interest at the maximum lawful rate, from subsequent installments of rent. **TAMUS** shall also have the remedies set forth in Article 12.



ARTICLE 8 INSURANCE

8.1 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) property insurance for the Building on a full replacement cost basis and on the most recent edition of ISO form CP 10 30 or equivalent, and (ii) commercial general liability insurance with limits of not less than \$1,000,000 combined single limit for personal injury and property damage. **LANDLORD** shall deliver to **TAMUS** upon request a certificate evidencing such coverage. 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. No insurance carrier shall have a right of subrogation against **TAMUS**.

8.2 Tenant's 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 502. **LANDLORD** further acknowledges that, as an agency of the State of Texas, **TAMUS** has only such authority as is granted to **TAMUS** by state law or as may be reasonably implied from such law, and that **TAMUS** shall have the right, at its option, to either (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. Any obligation by **TAMUS** under this Lease to obtain insurance is expressly made subject to **TAMUS**' authority under state law to obtain such insurance. No insurance carrier of either party shall have a right of subrogation against the other party to 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.



ARTICLE 10
COMPLIANCE WITH STATE AND FEDERAL LAW

10.1 Accessibility. In signing this Lease, **LANDLORD** represents and warrants that at the time the Premises become occupied by **TAMUS** and throughout the term of this Lease and any additional tenancy, the Premises will comply with the Texas Accessibility Standards ("TAS") regarding architectural barriers to persons with disabilities promulgated under Chapter 469, *Texas Government Code* (or as may be amended), as prepared and administered by the Texas Department of Licensing and Regulation ("TDLR"); and 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.* (or as may be amended). In instances of differences between TAS and ADAAG, the most stringent requirement (i.e., providing the highest degree of accessibility) applies.

Neither **TAMUS** nor its occupying member has 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 member, nor the TDLR has authority to waive any requirements of the federal Americans with Disabilities Act, and any claim regarding such waiver is expressly denied.

10.2 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 (margin) taxes.

ARTICLE 11
DEFAULT BY TENANT

11.1 Event of Default. **TAMUS'** failure to perform, keep and observe any terms, covenants, or conditions required by this Lease to be performed by **TAMUS** shall constitute a default under this Lease.

11.2 Notice of Default and Termination of Lease. In the event of such failure, **LANDLORD** shall give **TAMUS** written notice pursuant to Section 13.1 of this Lease. If the default continues for 30 calendar days after **TAMUS'** receipt of such notice, **LANDLORD** may, as its sole and exclusive remedy, terminate this Lease and terminate all or any of **LANDLORD's** obligations pursuant to this Lease by written notice to **TAMUS** sent pursuant to Section 13.1 of this Lease.

ARTICLE 12
DEFAULT BY LANDLORD

12.1 Event of Default. If **LANDLORD** shall (i) fail to perform, keep and observe any terms, covenants, or conditions required by this Lease 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 seven (7) calendar days due to any law or



any order, rule, or regulation of any competent governmental authority, then **LANDLORD** shall be in default under this Lease.

12.2 Notice of Default and Termination of Lease. In the event of such default, **TAMUS** shall give **LANDLORD** written notice pursuant to Section 13.1 of this Lease. If the default continues for 15 calendar days after **LANDLORD**'s receipt of such notice, **TAMUS** may terminate this Lease and terminate all or any of **TAMUS**' obligations pursuant to this Lease by written notice to **LANDLORD** sent pursuant to Section 13.1 of this Lease, 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** within ten (10) days of the effective termination date.

12.3 Right to Cure. In the event **LANDLORD**'s default creates an emergency situation or threatens **TAMUS**' ability to use the Premises, **TAMUS** may cure the default. The costs incurred by **TAMUS** to cure the default, together with interest at the maximum lawful rate, shall be paid by **LANDLORD** to **TAMUS** upon demand and if not paid to **TAMUS** within 10 days after receipt by **LANDLORD** of a statement therefor, **TAMUS** may deduct such cost, together with interest at the maximum lawful rate, from subsequent installments of rent 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**.

ARTICLE 13 **MISCELLANEOUS PROVISIONS**

13.1 Notices. Any notice required or permitted under this Lease 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: Chen Chang Property, L.L.C.
 3828 S. College Avenue
 Bryan, Texas 77801
 Tel: 979-268-6480



TAMUS: Texas A&M University
Department of Contract Administration
1182 TAMU
College Station, Texas 77840
Tel: 979-845-0099

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
Email: sreo@tamus.edu

13.2 Property Removal and Alterations. Upon termination of this Lease for any reason, **TAMUS** shall have the right to remove its equipment and personal property from the Premises and shall leave the Premises clean and in a condition equal to the condition which existed at the commencement of this Lease, normal wear and tear excepted, and except for any damage caused by **LANDLORD**, its employees, agents and contractors. 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.

13.3 Governing Law and Venue. The validity of this Lease and all matters pertaining to this Lease, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against **TAMUS** shall be in the county in which the primary office of the chief executive officer of **TAMUS** is located.

13.4 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 successor or assigns.

13.5 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.

13.6 Brokerage Commissions. **TAMUS** shall not be liable for any brokerage or finder's fees or commissions.



13.7 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.

13.8 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.

13.9 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 permitted assigns of **TAMUS**.

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

13.11 Remittance Address. **LANDLORD** shall submit monthly statements for the rent to **TAMUS** at the following address:

Texas A&M University
Transportation Services
702 E. University Drive, Building E
1250 TAMU
College Station, Texas 77840-1250

13.14 Consent and Approval. **LANDLORD** agrees that any consent or approval of **LANDLORD** required under this Lease shall not be unreasonably withheld or delayed.

13.15 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.

13.16 Privileges and Immunities. **LANDLORD** expressly understands and acknowledges that **TAMUS** is an agency of the State of Texas and nothing in this Lease will be construed as a waiver or relinquishment by **TAMUS** of its right to claim such exemptions, privileges, and immunities as may be provided by law.

13.17 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 its 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 Amendment. If it is later determined that **LANDLORD** knowingly made a false representation, in addition to other remedies available to **TAMUS**, **TAMUS** may terminate this Amendment.

13.18 The Effective Date of this Contract is the date the last party signs.

ARTICLE 14
SPECIAL PROVISIONS

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

None.

[SIGNATURES PAGES FOLLOW]



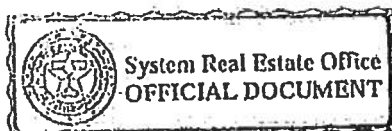
EXECUTED 4/10/, 2017 by LANDLORD.

CHEN CHANG PROPERTY, L.L.C., a
Texas limited liability company

By: _____

RUTH HSU
Manager

[SIGNATURES CONTINUE ON NEXT PAGE]



EXECUTED 5 June, 2017 by TAMUS.

**BOARD OF REGENTS OF THE TEXAS
A&M UNIVERSITY SYSTEM**, an agency
of the State of Texas, for the use and benefit
of Texas A&M University


By: _____

JOHN SHARP


Chancellor

The Texas A&M University System

RECOMMENDED APPROVAL:

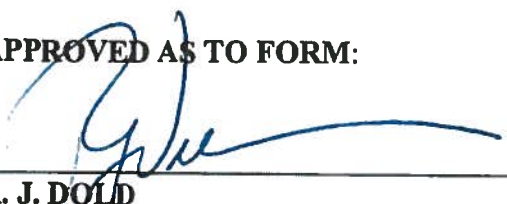


JERRY R. STRAWSER
Executive Vice President for Finance and Administration and CFO
Texas A&M University



MICHAEL K. YOUNG
President
Texas A&M University

APPROVED AS TO FORM:



R. J. DOLD
Assistant General Counsel
Office of General Counsel
The Texas A&M University System



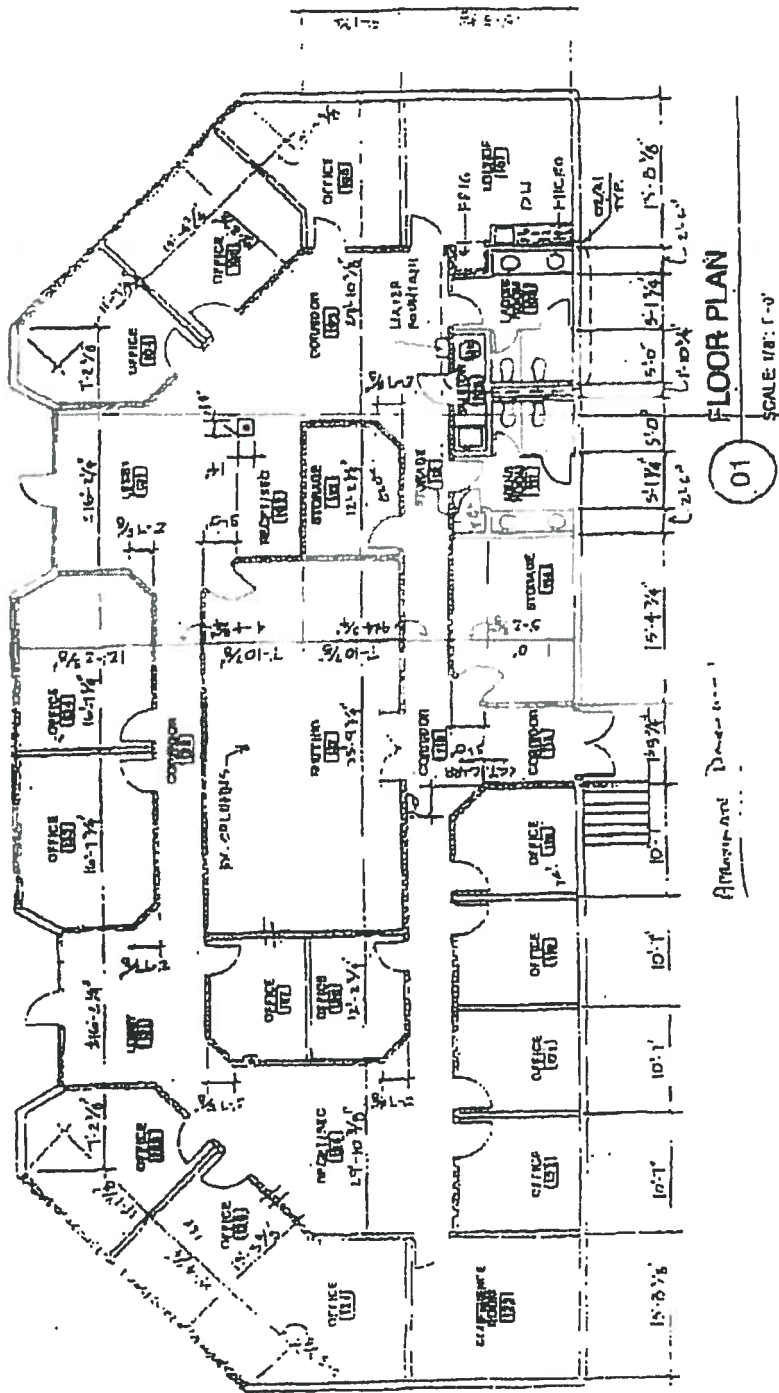


Exhibit A

EXHIBIT "A"

