AGREEMENT FOR LEASE OF SPACE

This Agreement for Lease of Space (this "Lease") is by and between THE METHODIST HOSPITAL RESEARCH INSTITUTE d/b/a HOUSTON METHODIST RESEARCH INSTITUTE, a Texas non-profit corporation, as the landlord ("LANDLORD") and the BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas, as the tenant ("A&M SYSTEM"), for the use and benefit of Texas A&M University Health Science Center ("HSC") and is dated as of January 1, 2020 ("Effective Date"). LANDLORD and TENANT are hereby also referred to herein individually as a "Party" and collectively as the "Parties".

ARTICLE 1 PREMISES

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

1,593 square feet of space as more fully described below and in Exhibit "A" attached hereto, located in the Houston Methodist Research Institute Building (the "Building"), located at 6670 Bertner Avenue, Houston, Texas 77030 (the "Premises"), as described on Exhibit "A-1" attached hereto and depicted on Exhibits "B-1" and "B-2" attached hereto:

A&M SYSTEM shall have **exclusive** use of the following areas:

- a) 6th Floor: Rooms 217, 218, 219, 467 and 468; and
- b) 10th Floor: Room 214.

A&M SYSTEM shall have **nonexclusive** use of the following areas:

- a) 6th Floor: Room 460; and
- b) 10th Floor: Rooms 111, 202B, 218, 401, 430, 432, 437, 438, 441, 461, 462, 463, 464, 467 and 468.

In addition, A&M SYSTEM, its employees, agents, representatives, clients, and other persons using its services are granted the nonexclusive use of the common areas in the Building. Notwithstanding the preceding, A&M SYSTEM will not place any principal investigator in the Premises without LANDLORD's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that any A&M SYSTEM employee, agent, contractor, or student working in the Premises under this Lease is in violation of LANDLORD's policies, procedures, or directives, A&M SYSTEM will promptly remove such individual at LANDLORD's request.



- 1.02 Tenant Improvements. A&M SYSTEM may not perform or cause to perform any tenant improvements in or on the Premises without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld, conditioned or delayed. In the event LANDLORD does approve any tenant improvements, A&M SYSTEM is solely responsible for all costs and expenses associated therewith, and will only use contractors or vendors reasonably approved by LANDLORD, and A&M SYSTEM shall follow the instructions of LANDLORD's Director of Central Laboratory Operations for the performance of the improvements.
- 1.03 Quiet Enjoyment. LANDLORD covenants and agrees that so long as A&M SYSTEM is not in default under the terms of this Lease, A&M SYSTEM shall peaceably and quietly have, hold and enjoy the Premises for the term of this Lease. Landlord shall coordinate the shared use of the nonexclusive portion of the Premises described in Article 1.01 above to ensure access and use of such shared space is fairly allocated between permitted users and shall consistently regulate such access and use as to all shared users of such space.
- 1.04 <u>Taxes</u>. Unless exempt, **LANDLORD** is solely responsible for any ad valorem property taxes and assessments, or other taxes and assessments levied against the Premises and/or the Building.
 - 1.05 <u>Utilities</u>. LANDLORD is responsible for all utility charges serving the Premises.
- 1.06 <u>Trash and Janitorial Services</u>. **LANDLORD**, at **LANDLORD**'s sole cost, will be responsible for all trash pick-up and the provision of janitorial services.
- 1.07 Extermination Services. LANDLORD, at LANDLORD's sole cost, will provide extermination services to the Premises at intervals specified by LANDLORD in writing to A&M SYSTEM. If the specified intervals are not sufficient to eradicate pests, LANDLORD will provide additional extermination service upon A&M SYSTEM's request
- 1.08 <u>Telephone and Internet Services</u>. LANDLORD will provide, as currently installed, telephone conduits necessary for A&M SYSTEM's use of the Premises. A&M SYSTEM is responsible for all other equipment, fees, costs, and expenses related to providing telecommunication and internet service.
- 1.09 <u>Furniture</u>. LANDLORD, at LANDLORD's sole cost, will provide standard office furniture for the Premises. Any specialized furniture will be the sole responsibility of A&M SYSTEM. A list of furniture provided by LANDLORD is attached hereto as <u>Exhibit "A"</u>.
- 1.10 Parking. A&M SYSTEM, its employees, agents, representatives, clients, and other persons using its services will be responsible for obtaining their own parking for the Building.

ARTICLE 2 TERM

2.01 <u>Initial Term.</u> The term of this Lease will be twelve (12) months, commencing on January 1, 2020 (the "Commencement Date"), and ending on December 31, 2020 (the "Term",



which definition shall include all renewals of the initial Term, if exercised), unless sooner terminated in accordance with the terms of this Lease. If the Premises is not made available to **A&M SYSTEM** on the Commencement Date by **LANDLORD**, **A&M SYSTEM** may elect to terminate this Lease at any time thereafter by giving notice of such election to **LANDLORD**.

- 2.02 Renewal. This Lease may be renewed upon mutual agreement of the Parties.
- 2.03 <u>Early Termination</u>. Either Party may terminate this Lease, with or without cause, by sending the other Party 45 calendar days' written notice of its intent to terminate. In addition, each Party reserves any other right and/or remedy provided by law or in equity that such Party may possess.
- SYSTEM 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 on the Commencement Date, normal wear and tear excepted, and except for any damage caused by LANDLORD, its employees, agents and contractors. A&M SYSTEM may remove any fixtures or improvements which it constructed on the Premises so long as such removal does not materially damage the Building or the Premises, and subject to the prior written approval by LANDLORD's Director of Central Lab Operations, which consent shall not be unreasonably withheld, conditioned or delayed. All movable equipment, furnishings, fixtures, apparatus and personal property must be removed in a manner so as to cause as little damage, as is reasonably possible, to the Building and the Premises. A&M SYSTEM shall be responsible for any damage caused by its removal of equipment, personal property, furnishings, fixtures, and improvements.

ARTICLE 3 RENT

- 3.01 Rent. During the Term of this Lease, A&M SYSTEM agrees to pay to LANDLORD, no later than the fifth day of each month, rent in the amount of \$13,275.00 per month; provided that the first monthly payment is due on or before the Commencement Date. Rent is payable in advance and rent for any partial month shall be prorated.
- 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 may be contingent upon the continuation of state or federally funded programs and/or the availability of specific funds within HSC to cover the full term and cost of this Lease. In the event a curtailment of state or federally funded programs occurs, or in the event specific funds are unavailable, A&M SYSTEM will issue written notice to LANDLORD and A&M SYSTEM may terminate this Lease without further duty or obligation hereunder. LANDLORD acknowledges that appropriation of funds is beyond the control of A&M SYSTEM.



ARTICLE 4 COVENANTS AND OBLIGATIONS OF THE PARTIES

- 4.01 <u>Title to Premises</u>. LANDLORD covenants and agrees that it has good and sufficient title and exclusively holds the authority, right, and ability to rent, lease, or otherwise furnish the Premises to A&M SYSTEM. Additionally, each Party warrants that the person executing this Lease on behalf of such Party is authorized to do so, and that such person has the capacity to do so.
- 4.02 <u>Authority</u>. **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 it has been duly authorized to act for and bind LANDLORD.
- 4.03 <u>Compliance</u>. **A&M SYSTEM** will use the Premises only to conduct research and education activities consistent with the mission of the joint Engineering and Medicine Research and Education Program of the Parties ("EnMed"), unless otherwise mutually agreed by the Parties ("Intended Purpose") and **A&M SYSTEM** will not allow its employees, agents, or students to use the Premises for anything other than the Intended Purpose. **LANDLORD** warrants and guarantees that **A&M SYSTEM's** intended use of the Premises as office space does not violate any current city, state or local ordinance or statute or any restriction placed on the Building.
- 4.04 Environmental Condition. To the actual knowledge of LANDLORD, LANDLORD warrants and represents there are no current, on-going investigations and/or remediations or clean-up of Hazardous Substances at the Building. 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

LANDLORD's Maintenance Obligations. LANDLORD shall maintain the Building (expressly including the common areas, parking, the heat, ventilation and air conditioning system(s) 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 perform any necessary maintenance or repairs and/or repair any damage with reasonable diligence and in good faith, except damage arising from the act or negligence of A&M SYSTEM, its agents or employees, which shall be the responsibility of A&M SYSTEM. For emergency and security purposes, and for maintaining the Premises, LANDLORD reserves the



right, upon not less than 24 hours' notice to A&M SYSTEM (if possible), to enter and inspect the Premises and to make any necessary repairs or adjustments.

ARTICLE 6 CONDEMNATION

If a condemnation proceeding results in a partial taking of the Premises, and the remainder of the Premises is useful to A&M SYSTEM as determined by A&M SYSTEM in its sole discretion, then the rent specified in Article 3.01 will be equitably adjusted as of the date of the taking of possession by the condemning authority. If a condemnation proceeding results in a total taking of the Premises, then all rent and charges will be prorated to the date of the taking of possession by the condemning authority and this Lease will be terminated. Alternatively, if LANDLORD is willing and able to provide space suitable for A&M SYSTEM's use, in A&M SYSTEM's sole opinion, A&M SYSTEM may elect to rent such space under the same terms, conditions, and rental amount as this Lease.

ARTICLE 7 DAMAGES

- Damages to the Building or the Premises. If the Building or the Premises are damaged by fire or other casualty, and A&M SYSTEM determines in its sole discretion that it is prevented from using the Premises in a manner reasonably comparable to its use immediately before such fire or other casualty, A&M SYSTEM may terminate this Lease by written notice to LANDLORD delivered within 30 days following the date of such fire or other casualty. If A&M SYSTEM opts not to terminate this Lease, then A&M SYSTEM shall give written notice to **LANDLORD** within that 30-day period, and **LANDLORD** shall, within 20 days following the date of such written notice, notify A&M SYSTEM of its decision as to whether or not it will repair or rebuild the Building or Premises. If LANDLORD elects to not repair or rebuild the Building or Premises, LANDLORD will so notify A&M SYSTEM and the Lease will terminate upon such notice. If LANDLORD elects to repair or rebuild the Premises and fails in good faith to complete the rebuilding or restoration within a reasonable time frame with reasonable diligence, A&M SYSTEM shall have the right to terminate this Lease by written notice delivered to LANDLORD. Alternatively, if LANDLORD is able to provide space suitable for A&M SYSTEM's use, in A&M SYSTEM's sole opinion, A&M SYSTEM may elect to rent such space under the same terms, conditions, and rental amount as this Lease, or upon such other terms, conditions and rent as the Parties may agree.
- 7.02 <u>Emergency Repairs</u>. In the event that any damages to the Premises presents a threat to the health or safety of **A&M SYSTEM**, its employees, clients, representatives, agents, customers, or other persons frequenting the Premises, that are deemed of an emergency nature to repair, **A&M SYSTEM** shall notify **LANDLORD** immediately. **LANDLORD** shall in good faith then repair the damage as appropriate with reasonable diligence to completion.



ARTICLE 8 INSURANCE

- LANDLORD's Insurance Obligations. LANDLORD covenants and agrees that 8.01 from and after the date of delivery of the Premises from LANDLORD to A&M SYSTEM, and during the term of this Lease or any renewal thereof, LANDLORD will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for (i) "All risk" property insurance for the Building on a full replacement cost basis and (ii) commercial general liability covering the Building, with limits of not less than \$1,000,000 combined single limit for personal injury and property damage as a result of willful misconduct, or other acts caused by the negligence LANDLORD.LANDLORD shall deliver to A&M SYSTEM upon request a certificate evidencing such coverages.
- 8.02 A&M SYSTEM's Insurance Obligations. LANDLORD acknowledges that, because A&M SYSTEM is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of A&M SYSTEM or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of A&M SYSTEM is provided by A&M SYSTEM as mandated by the provisions of the Texas Labor Code, Chapter 503. A&M SYSTEM shall have the right, at its option, to (a) obtain liability insurance protecting A&M SYSTEM and its employees and property insurance protecting A&M SYSTEM's buildings and the contents, 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 A&M SYSTEM as a result of its operations under this Lease.

ARTICLE 9 ASSIGNMENT AND SUBLETTING

A&M SYSTEM may not assign this Lease or sublet the Premises, to any entity or individual in whole or in part without the prior written consent of **LANDLORD**, which consent shall not be unreasonably withheld or delayed.

ARTICLE 10 COMPLIANCE WITH STATE AND FEDERAL LAW

10.01 Accessibility. In signing this Lease, LANDLORD certifies that at the time the Premises become occupied by A&M SYSTEM and throughout the term of this Lease and any additional tenancy, LANDLORD will comply with The Texas Accessibility Standards regarding architectural barriers to persons with disabilities promulgated under Chapter 469, Texas Government Code as prepared and administered by the Texas Department of Licensing and Regulation ("TDLR"); and the ADA Accessibility Guidelines promulgated under The Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. § 12181 et seq.



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

- 10.02 <u>Child Support</u>. 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 <u>Debts or Delinquencies</u>. 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 delinquencies are paid in full.
- 10.04 <u>Franchise Tax Certification</u>. 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.
- 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 A&M SYSTEM if, at any time LANDLORD learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Lease. If it is later determined that LANDLORD knowingly made a false representation, in addition to other remedies available to A&M SYSTEM, A&M SYSTEM may terminate this Lease.

ARTICLE 11 Intentionally Deleted

ARTICLE 12 Intentionally Deleted



ARTICLE 13 MISCELLANEOUS PROVISIONS

13.01 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, email or other commercially reasonable means and will be effective when actually received. A&M SYSTEM 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:

The Methodist Hospital Research Institute d/b/a Houston Methodist Research Institute Attn: Alecia Rister, Vice President of Finance

Chief Financial Officer 6565 Fannin Street MS: R12-215

Houston, Texas 77030 Phone: 713-441-5026

Email: arister@HoustonMethodist.org

Or

The Methodist Hospital Research Institute d/b/a

Houston Methodist Research Institute

Attn: Brenda Hartman, Director Central Laboratory

Operations

6565 Fannin Street MS: R12- Exec Offices Houston, Texas 77030 Phone: 713-441-5841

Email: bkhartman@HoustonMethodist.org

A&M SYSTEM:

Texas A&M University Health Science Center

Attn: Vice President for Finance and Administration

8447 Riverside Parkway Bryan, Texas 77807

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 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.
- 13.03 Governing Law. The validity of this Lease and all matters pertaining to this Lease, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- 13.04 <u>Venue</u>. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against A&M SYSTEM shall be in the county in which the primary office of the chief executive officer of A&M SYSTEM is located.
- 13.05 Entire Agreement. This Lease and any document incorporated herein by reference constitutes the complete agreement of LANDLORD and A&M SYSTEM and supersedes any prior understanding or agreement, written or oral, between them regarding the issues covered by this Lease. This Lease may not be modified orally or in any manner other than by agreement in writing signed by the Parties hereto or their permitted successors or assigns.
- 13.06 <u>Savings Clause</u>. 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.
- 13.07 <u>Brokerage Commissions</u>. **A&M SYSTEM** shall not be liable for any brokerage or finder's fees or commissions.
- 13.08 Estoppel Certificates. Any statement or representation of A&M SYSTEM in any estoppel certificate delivered pursuant to this Lease that would modify the rights, privileges or duties of LANDLORD or A&M SYSTEM hereunder shall be of no force and effect and may not be relied on by any person.
- 13.09 Policies and Procedures. A&M SYSTEM agrees to abide by any and all applicable policies and procedures of LANDLORD governing the use of the Premises by A&M SYSTEM. Such policies and procedures will be communicated to A&M SYSTEM by LANDLORD's Director of Central Laboratory Operations. Questions by A&M SYSTEM regarding such policies and procedures should be directed to LANDLORD's Director of Central Laboratory Operations.
- 13.10 <u>Waiver</u>. The failure of **LANDLORD** or **A&M SYSTEM** to insist in any one or more instances on a strict performance of any of the covenants of this Lease 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.



- 13.11 <u>Successors and Assigns</u>. 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 **A&M SYSTEM**.
- 13.12 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.
- 13.13 <u>Time</u>. Time is of the essence in respect to the performance of each provision of this Lease.
- 13.14 <u>Privileges and Immunities.</u> LANDLORD expressly understands and acknowledges that A&M SYSTEM is an agency of the State of Texas and nothing in this Lease will be construed as a waiver or relinquishment by A&M SYSTEM of its right to claim such exemptions, privileges, and immunities as may be provided by law.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]



THE METHODIST HOSPITAL RESEARCH INSTITUTE d/b/a HOUSTON METHODIST RESEARCH INSTITUTE, a Texas non-profit

corporation

By:

EDWARD JONES

President & CEO

Houston Methodist Research Institute

[SIGNATURES CONTINUE ON NEXT PAGE]



EXECUTED this 10 day of January, 2020 by **A&M SYSTEM**.

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

By:

GREG HARTMAN

Senior Vice President of the Texas A&M University Health Science Center

APPROVED AS TO FORM:

BRADLEY T. SHARPE Assistant General Counsel Office of General Counsel

The Texas A&M University System



EXHIBIT "A"



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Research Institute

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4/19/2019

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	Pettigrew, Roderic	Pettigrew, Roderic	Microscop	Weighing Room	Quarantine Shared equipment with MDHVC Lab/BSCs includes: BSC, CO2 incubators, TC Lab 6ft lab bench	Pettigrew, Roderic	Pettigrew, Roderic	Pettigrew, Roderic	Pettigrew, Roderic	Pettigrew, Roderic
	Ultra	유		Shared equipm ft lab bench, 2 supply storage	Share includ	Cello	Tecan	PCR	Storage	Cold room
	Centrifu		d equip les: 2 x ls micro	equipmer anch, 2 x o storage	Shared equip includes: BS 6ft lab bench	Cell cutture		PCR room	Storage	moo.
	Ultra Centrifuge Room	***************************************	Shared equipment with MDHVC includes: 2 x 6ft lab benches, various microscopes	Shared equipment with MDHVC includes: 6 ft lab bench, 2 x double door cabinets for supply storage	Shared equipment with MDHVC includes: BSC, CO2 incubators, 6ft lab bench	lure			distance of a second	
,	ă	•	with MD	DHVC inc	vith MD 2 incub:	19				1.1
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EXHIBIT "A-1"



Legal Description

That certain tract or parcel of land out of the P.W. Rose Survey in the City of Houston, in Harris County, Texas, being part of the tract designated as the Texas Medical Center tract which was conveyed by M. D. Anderson Foundation to Texas Medical Center, Inc., by deed dated February 22, 1946, recorded in Volume 1381, at Page 22, Deed Records of Harris County. Texas, the tract herein conveyed being a tract of 65,652 square feet of land, described by metes and bounds as follows, to wit:

COMMENCING for connecting line at a point which is the northwest corner of said Texas Medical Center tract in the east line of Fannin Street.

THENCE south 35 deg west 1293.61 feet along the east line of Fannin Street to a point in such east line;

THENCE south 55 deg. cast 347.00 feet to a point for the beginning corner and the southwest corner of the tract of land herein conveyed:

THENCE from said beginning corner south 55 deg. east a distance of 310.84 feet to a point for the southeast corner of the tract of land herein conveyed;

THENCE north 57 deg. 14' east a distance of 186.41 feet to the point of curve of a curve to the left;

THENCE with said curve, having a radius of 125 feet for a distance of 16.62 feet in a northeasterly direction to a point for the northeast corner of the tract of land herein conveyed.

THENCE north 55 deg west a distance of 386.63 feet to a point for the northwest corner of the tract of land herein conveyed;

THENCE south 35 deg, west a distance of 188.26 feet to the beginning corner of the tract of land herein conveyed and which is the southwest corner of said tract; but subject to all recorded easements and to all recorded restrictions as to sale, building and use, whether herein specifically mentioned or not, and containing within said metes and bounds the quantity of 65,652 square feet.

HOUSTON: 1,674769 E H6315-61 11709 2003

After recording return to: Winstead Sechrest & Minick P.C. Attn: Joshua L. Lebar, Esq. 2400 Bank OnesC@nner 910 Travis Street Houston, TX 77002 AND PROVINCES MARKET RENCH RESTRICTS (ME SALE, RENTAL, CR CRC OF SALE MARKETS NO. PROPERTY BECAUSE OF COLOR OR NACE IS WAND NO MERPROACHAIF TARKET RESERVE OF THACK STATES OF TEXAS. COLONTY OF HANDRUS Transfel Sames for any almost one (EED) in the Market Sequence on the date and at the lot changed Sames for any almost one (EED) (EED).

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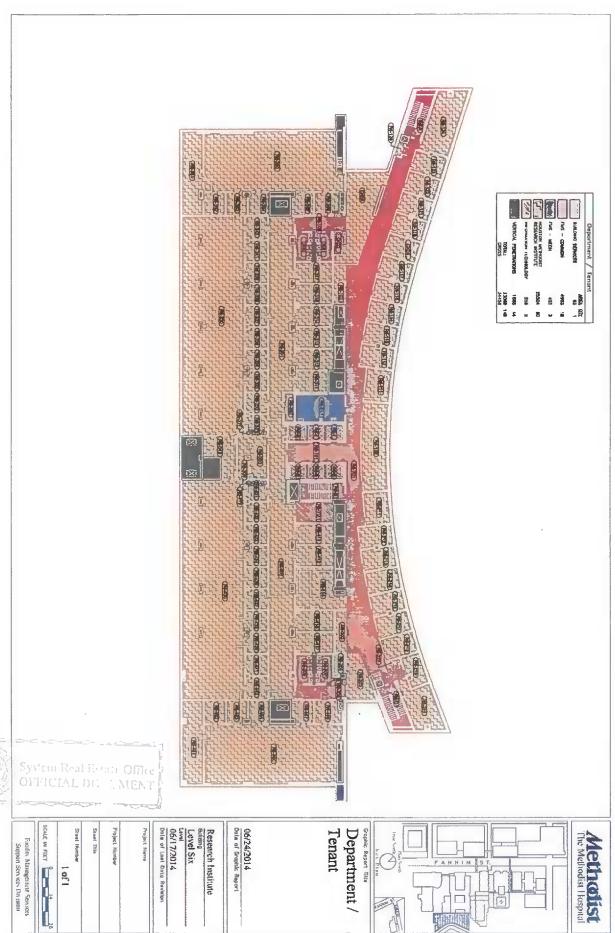


COUNTY CLERK HARRIS COUNTY, TEXAS



EXHIBIT "B-1"

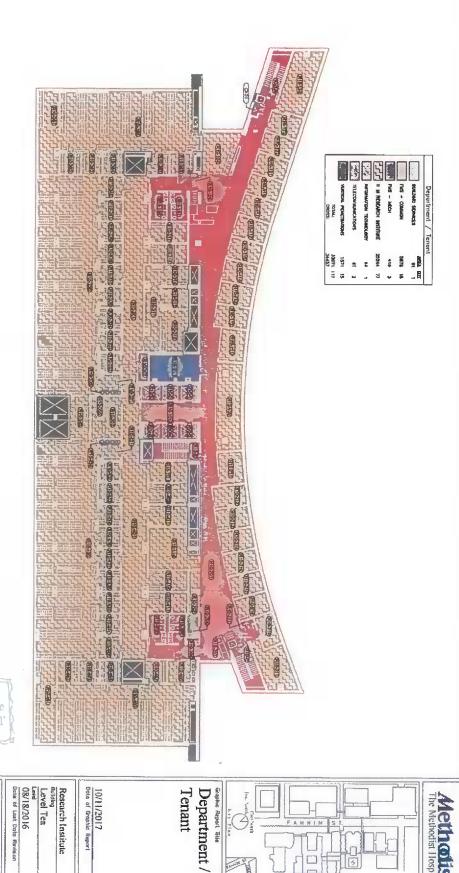




Methodist Hospital

EXHIBIT "B-2"







Support Sensors Division

System Real Estate Office OFFICIAL DOCUMENT

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