



Tenant's name: Texas A & M University Space number(s):

Date form filled in: 03/07/2018

Contract #:

SELF-SERVICE STORAGE RENTAL AGREEMENT

(Use for all self-service storage, including outdoor storage)

I. TENANT INFORMATION. Tenant is [check one]: [] the individual signing this Agreement, or [X] a business. [Please print all information below.]

Texas A & M University Press
Tenant's last name (or name of business if Tenant is a business) First name Middle initial Date of birth
4354 TAMU, College Station, TX 77843-4354
Tenant's mailing address for notices (P. O. Box or street address with apt. number, city, state, and ZIP code) Employer's name
The above address or Tenant's email address provided below will be used for all written notices to Tenant unless Tenant gives written notice of change to Lessor.
(979) 845-0145
Tenant's Soc. Sec. # (or Tax ID # if Tenant is a business) Tenant's home phone Tenant's work phone Tenant's cell phone
Dianna Sells, Mike Martin, Shannon Davis
Tenant authorizes Lessor, at Lessor's option, to provide Tenant's space number(s), access code, account status, or assistance with lock removal to persons listed above.

List name, address, and phone of person(s) who may be contacted in an emergency. (Do not list an individual living with you.) Lessor may contact such person(s) in event of casualty (fire, flood, etc.), break-in or other emergency, or Lessor's inability to reach Tenant. Unless Tenant states otherwise in paragraph 6, Lessor may at Lessor's option allow such person(s) or Tenant's brother, sister, spouse, parent, child over 18 or estate executor to have access to Tenant's space if such person signs an affidavit that Tenant is deceased, incarcerated, permanently missing or permanently incapacitated. Lessor may discuss Tenant's account with any such persons at any time.

2. TENANT INFORMATION. Tenant [] is or [] is not [check one] in the military. What branch? . If in the military, Tenant is at the time of signing this Agreement [check one or both if applicable] [] in the reserves, National Guard, or Texas State Guard or [] on active duty. Tenant agrees to immediately notify Lessor of changes in Tenant's mailing address, email, phone number, or any other information provided by Tenant. Except as provided in paragraph 33, a change of mailing or email address will not be effective unless the new address is COMPLETE and the notice is mailed, faxed, or emailed to Lessor's address stated herein IN WRITING and SIGNED and DATED by Tenant and actually RECEIVED by Lessor. See also paragraph 33.

3. TENANT'S SPACE. Space number(s): Approx size(s) (exact dimensions may vary): 1200 sqft
Minimum lease term: 12 month(s) Tenant's facility access code (if any): TBA on signing Other codes (if any):

4. DOLLARS AND DATES. Tenant's security deposit is \$ 900.00. Tenant's right to occupy the space begins: 05/01/2018, and continues on a month-to-month basis, subject to paragraph 9. If the rental agreement covers multiple spaces, charges under (c), (d), (g), (h), (i), (j), (m) and (o) are "per space."

- (a) Rent.....\$ 900.00 per month
(b) Monthly rental due date..... 1st of month
(c) Initial late charge if rent not received (fill in only ONE)
by 5th of month, OR
by day after due date.....\$ 25.00
(d) Subsequent late charge if rent not received (fill in only ONE)
by 10th of month, OR
by day after due date.....\$ 25.00
(e) Returned payment charge (including bank charges, mail costs, time and overhead).....\$ 50.00
(f) Charge for returned mail (not providing address change).. \$
(g) Charge for locking space when unlocked or improperly locked... \$ 100.00
(h) Charge per day if Tenant fails to lock after 7-day notice.....\$
(i) Charge for removing Tenant's lock when authorized by paragraphs 18, 19, 24, and 32.....\$
(j) Charge for overlocking Tenant's space or chaining property when authorized by paragraphs 24(2) or 32(f).....\$ 100.00
(k) Charge for sending statutory notice of claim for unpaid sums.....\$ 50.00
(l) Charge for newspaper ad of sale (to cover time, inconvenience, and ad costs).....\$ 100.00
(m) Charge for conducting foreclosure sale at public auction for nonpayment.....\$ 200.00
(n) Charge for having to judicially evict Tenant (to cover time and inconvenience, but does not include attorneys fees or court costs).....\$ 200.00
(o) Charge per hour for removing or cleaning when Tenant litters or fails to clean, remove items, or vacate---paragraphs 10, 37, and 38(c).....\$ 100.00

5. PAYMENTS AND NOTICES. Payments [] may or [X] may not [check one] be made in cash. Payments [X] may or [] may not [check one] be made by personal or company check. Payments [X] may or [] may not [check one] be made by credit card. Payments may be by money order, travelers check, or certified or cashiers check. However, Lessor may change permitted mode of payment at any time, upon notice to Tenant. If cash is accepted by Lessor, it is Tenant's responsibility to obtain and keep a receipt from management for each cash payment. All payments must be delivered or mailed to Lessor's mailing address in the signature block below. Notices to Lessor must be hand delivered, mailed, faxed or emailed. When giving notice to Lessor, Tenant has the burden of proving delivery to Lessor. EXCEPT AS OTHERWISE PROVIDED BY LAW, NOTICE MAY BE PROVIDED TO TENANT VIA EMAIL OR TEXT IF TENANT ELECTS TO PROVIDE AN EMAIL ADDRESS OR CELL PHONE NUMBER.

6. SPECIAL PROVISIONS. No other agreements exist unless stated below or in an attached addendum or supplemental rules (which prevail over this printed form). No drilling/affixing to the floors/walls without management approval. If initial lease is more than 1 year a free months rent will be given. Lease may be renewed in multi-year increments.

7. COPIES AND ATTACHMENTS. Attached to Lessor's copy and Tenant's copy of this Agreement are [if checked]:
[] Vehicle/trailer addendum (form) [] Supplemental rules, dated [] Form for change of Tenant contact information
[] Boat addendum (form) [] Insurance application (Tenant option) [] Spanish copy of lease (informational only)
[] Other addendum, dated [] Move-out notice (form) [X] Other Site Map

TENANT
Signature of Tenant or Tenant's authorized agent (and title, if any)
ROBERT C. BOUNDS
Printed name DIRECTOR OF STORAGE SERVICES
Drivers license of individual signing State Expiration date
Other ID if no drivers license Vehicle license: state and number
d-sells@tamu.edu
Email address
Date of signature

LESSOR
Signature of Lessor's Agent
Facility name and address are shown below. Facility name is actual or assumed name of Lessor. Mailing address for all payments and notices to Lessor is facility address unless a different mailing address is shown below. Lessor's phone number and fax number (if any) and email address (if any) are also shown below:

Table with 2 columns: Mailing Address and Physical Address. Mailing Address: Oak Forest Management, 3515-B Longmire Drive, #241, College Station, TX 77845, Telephone: (979) 224-4981, aara@oakforestmanagement.com. Physical Address: Jones Road Commercial Storage, 5969 Jones Road, Bryan, TX 77807, Fax: (979) 703-5566.

NOTICE TO TENANT AND RELEASE

CALCULATION OF INITIAL PAYMENT

Rent is due in advance on the due date specified in ¶4. Rent paid after the late charge date(s) in ¶4 will result in late charges. Tenant will furnish own lock. NO REPRESENTATIONS OF SAFETY OR SECURITY HAVE BEEN MADE TO TENANT BY LESSOR OR LESSOR'S AGENTS. TENANT HEREBY RELEASES LESSOR AND LESSOR'S AGENTS FROM LIABILITY FOR ALL LOSS, DAMAGE OR CAUSE OF ACTION OF ANY NATURE, INCLUDING BODILY INJURY AND DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM TENANT'S SPACE — REGARDLESS WHO OWNS SUCH PROPERTY AND REGARDLESS WHETHER THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR PART BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS, OR ANY OTHER CAUSE. Tenant will self-insure or obtain insurance for all losses and damages as required by paragraph 20.

Table with 2 columns: Description and Amount. Rows include Current month's rent, Additional rent, Non-refundable administration fee, Deposit, Other, Sales tax, TOTAL MOVE-IN COST DUE NOW, NEXT RENT PAYMENT AMOUNT IS, and NEXT RENT PAYMENT IS DUE ON 06/01/2018.

This rental agreement is unenforceable and voidable at Tenant's option if at the time of execution, Lessor's facility was not licensed by the Texas Self Storage Association (TSSA) to use the rental agreement or if the rental agreement fails to show the appropriate computer-generated identification code at the bottom of pages one and two. TSSA can verify whether the facility was so licensed on the date of execution if the front page of the rental agreement is faxed to TSSA at (512) 374-9253.

X Tenant Initials: [Redacted]

- 8. TERM AND RENEWAL. Lessor agrees to rent to Tenant the storage space described in paragraph 3. The beginning date of Tenant's right to use the space is shown in paragraph 4. The Rental Agreement automatically continues on a month-to-month basis after the lease term ends until it is terminated in writing by Tenant or Lessor, according to paragraph 9.
9. TERMINATION AND MOVE-OUT NOTICE. Provided that Tenant complies with the minimum length of lease term in paragraph 3, and subject to paragraph 38, Tenant may terminate this Agreement and move out of the space by written notice delivered to Lessor at Lessor's mailing address or email address at least 10 days before Tenant's intended termination date.
10. MOVE-OUT DUTIES. At or before the end of the rental term or renewal period, Tenant must vacate the space completely.
11. RENT AND CHARGES. Monthly rent is in paragraph 4(a). Rent must be received by Lessor in advance without demand at Lessor's mailing address on or before the due date in paragraph 4(b).

- 12. NO INVOICES. Tenant's obligations are not contingent on receiving invoices. Any invoices from Lessor are sent as a courtesy only.
13. NO SUBLETTING OR ASSIGNMENT. Tenant is not permitted to sublet or assign this Agreement.
14. NO ALTERATIONS. Tenant may not modify, alter, paint, deface, or put holes in the walls, floors, or ceilings of the space or facility, in any manner.
15. NO WARRANTIES. No express or implied warranties are given by Lessor. Lessor disclaims and Tenant waives any implied warranties of suitability, merchantability, security, safety, or fitness for a particular purpose.

Tenant inspected or had the right to inspect the space and the facility before signing this Rental Agreement. Tenant accepts same "AS IS," including existing access controls, lighting, construction design or quality, and fences/gates, or lack thereof. Lessor does not promise safety or security of persons or property on the premises, and Lessor has no duty of safety or security of same under any circumstances. Video cameras may be nonoperational or unmonitored. Access control devices may be unmonitored and may occasionally malfunction. Tenant is not relying on any oral or written representation, statement, or other assertion or omission made by Lessor or Lessor's agents relating to the space and facility. Instead, Tenant is relying on Tenant's own inspection and this written Rental Agreement. If your unit is climate controlled, climate controlled for the purposes of this lease means that Lessor will use reasonable efforts to avoid temperature extremes in a unit by keeping the unit warmer than the outside temperature in cold weather, and cooler than the outside temperature in hot weather, through an HVAC or other system. As with any mechanical system, it is subject to failure or malfunction. The facility makes no representations regarding humidity control or safety of contents stored in the unit.

- 16. WAIVER. Lessor's agents and employees do not have authority to waive, amend, or terminate this Agreement or to make promises, representations, or agreements which impose any duties of security or other obligations on Lessor unless done in writing in paragraph 6 regarding special provisions or in any addendum or supplemental rules.
17. RESPONSIBILITY FOR DAMAGE. Tenant will pay for damage caused by Tenant or Tenant's employees, agents, delivery persons, family, guests, or their animals to the space rented or to any other real or personal property located at the facility or used in connection with it.
18. LESSOR'S RIGHT OF ENTRY. Lessor may enter the space under any of the following circumstances:
(1) Lessor has express written or oral authority from Tenant to enter;
(2) Lessor reasonably believes there is an "emergency," including without limitation an imminent danger or health hazard to persons or property because of danger of fire or water damage, broken doors, broken locking mechanisms, faulty alarm systems, storage of animals, explosives,

If a written notice to Lessee is returned to Lessor due to Tenant's failure to notify Lessor of a change in Tenant's mailing address, Lessee will pay the charge in paragraph 4(f). The charge is limited to a one-time charge per each unchanged address. Lessor has no duty to place a lock on Tenant's space. But if the Tenant's space is lockable and has no lock on it and Lessor locks it with Lessor's lock, Tenant will pay for the reasonable cost of the lock and for the locking charge in paragraph 4(g); and Tenant will pay the daily failure-to-lock charge in paragraph 4(h), commencing 7 days after such notice is mailed, emailed or telephoned by Lessor to Tenant and continuing until Tenant's lock is on the space. Such Lessor action does not create a bailment or constitute care, custody, or control.

- ammunition, spoiled food, carcasses, volatile chemicals, or fuel not in containers approved by Lessor. Lessor will promptly notify Tenant by regular mail, email, text or phone after entry for emergency purposes;
- (3) Lessor has reasonable grounds to believe that criminal activity is occurring in the space;
 - (4) Lessor has made written request to Tenant by mail or email for access to the space for relocation of contents after casualty loss or for inspection, repair, or improvement, and Tenant has failed to provide such access at the time and date requested, which may be no sooner than 7 days from the sending of such request; or
 - (5) Lessor is exercising Lessor's lien under paragraph 24. Otherwise, Lessor may not enter the space.

Lessor may remove Tenant's lock(s) and relocate all contents elsewhere in the facility if: (a) Lessor has authority to enter under this paragraph, AND (b) Lessor has either seized the contents for foreclosure or has reasonably determined that relocation is needed to protect the contents or space from loss or damage from casualty or theft. Lessor will pay labor costs of relocation and Tenant will pay for new lock. If Lessor relocates and stores property found in Tenant's space as authorized above, Tenant will no longer be liable for rent under paragraph 4(a) but will be liable for reasonable storage charges not exceeding the rent in that paragraph. If Tenant's lock is removed under this paragraph or under paragraphs 19 or 24(6), Tenant will pay the lock removal charges under paragraph 4(i). Tenant will continue to have access to relocated property except when in default.

19. LAW ENFORCEMENT DIRECTIVES. Upon presentation of a search warrant by a health or law officer, Lessor may open the space or allow such officer to open the space for inspection by such officer; and such officer may lock the space (if the space is lockable). Lessor may also lock the space (if the space is lockable) but is not required to do so.

20. NONLIABILITY AND RELEASE FOR LOSS OR INJURY; AND INSURANCE. Tenant agrees to exercise due care for the safety and security of Tenant and Tenant's property, employees, agents, family, and guests while in the facility. Lessor is not a bailee and has no safekeeping duties for Tenant's property at any time under any circumstances. In this Agreement, "Tenant's property" and "contents" mean all contents that have been stored in the space or brought onto the property by Tenant or others. LESSOR IS NOT LIABLE FOR ANY LOSS, DAMAGE OR CAUSE OF ACTION OF ANY NATURE, INCLUDING BODILY INJURY AND DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM TENANT'S SPACE, REGARDLESS WHO OWNS SUCH PROPERTY AND REGARDLESS WHETHER THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR PART BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS, OR ANY OTHER CAUSE—TO THE FULLEST EXTENT ALLOWED BY LAW. Any insurance maintained by Lessor is by law only for the benefit of the Lessor.

WITHOUT LESSOR'S WRITTEN PERMISSION, TENANT WILL NOT STORE PROPERTY THAT HAS AN AGGREGATE VALUE OF OVER \$5,000 OR THAT MAY CAUSE EMOTIONAL DISTRESS OR CONSEQUENTIAL DAMAGES IF IT WERE MISSING, STOLEN, OR DAMAGED. TENANT WILL PURCHASE FIRE, THEFT, AND CASUALTY INSURANCE ON ALL OF TENANT'S PROPERTY IF ITS VALUE EXCEEDS \$1,000. The purpose is to protect Tenant, other tenants, Lessor and others in the event of loss by theft, damage, fire, flood, explosion, natural disaster, or other harm caused by weather, accident, or negligence of such parties or their animals.

TENANT WILL SELF-INSURE ALL CONTENTS NOT COVERED BY TENANT'S INSURANCE. Self-insurance means that Tenant will bear the entire risk of loss in the event of damage or loss to such contents from crime, casualty, or other harm or loss listed above. Lessor does not and legally cannot carry insurance on the contents of Tenant's space.

- 21. RULES.** Tenant, Tenant's employees, agents, family, and guests must comply with rules and policies on pages 4 and 5 and with any other rules posted on a sign in plain view at the time of leasing or emailed, mailed or hand delivered to Tenant at any time.
- 22. LIEN.** Under Chapter 59 of the Texas Property Code, Lessor has a priority contractual and statutory lien on all property in Tenant's space to secure payment of all monies due and unpaid by Tenant. Lien enforcement procedures are contained in paragraph 24 and in Texas Property Code Chapter 59.
- 23. DEFAULT BY TENANT.** Tenant will be in "default" if:
 - (1) Tenant has failed to pay any sum when due under this Agreement (payment must be received at Lessor's mailing address shown on page 1); or
 - (2) Tenant has failed to notify Lessor of a change in Tenant's contact information as required in paragraph 2 on page 1; or
 - (3) Tenant has provided false or incorrect information to Lessor in this Agreement or in any contact information changes submitted to Lessor; or

- (4) Tenant has failed to comply with any other provision of the Agreement or any supplemental rules of Lessor; or
- (5) Tenant has violated health, safety, or criminal laws on the facility grounds, regardless of whether arrest or conviction has occurred.

24. LESSOR'S REMEDIES. If Tenant is in "default," Lessor may exercise one or more of the following remedies at any time:

- (1) lock Tenant's unlocked space with Lessor's lock (if space is lockable) and charge a "locking" charge for each unlocked space as per paragraph 4(g);
- (2) deny Tenant access to the facility and/or overlock Tenant's space (if space is lockable) and/or chain or wheel boot Tenant's property for nonpayment of any sums due by Tenant, until paid in full, and charge an overlocking or chaining charge as per paragraph 4(j);
- (3) deny Tenant access to the facility and/or overlock Tenant's space (if space is lockable) for violating any provision of this agreement until such violation ceases and overlock charges are paid;
- (4) terminate Tenant's right of possession and/or terminate this Agreement by giving Tenant 3 days written notice to vacate; and if Lessor files an eviction lawsuit, Tenant will pay Lessor attorneys fees and court costs plus the judicial eviction charge as per paragraph 4(n) for Lessor's time, inconvenience, and overhead for filing the eviction suit;
- (5) collect charges in paragraph 4 as appropriate and exercise any other remedy or right allowed by law; and/or
- (6) enforce Lessor's lien by seizure and sale of all contents of Tenant's space by nonjudicial foreclosure under Chapter 59, Texas Property Code. Seizure and sale will only be for default in paying sums due to Lessor. For purposes of statutory foreclosure, seizure occurs when: (1) Lessor both overlocks Tenant's space and provides a statutory notice of claim to Tenant soon thereafter, OR (2) Lessor removes Tenant's lock or locks from a door or gate that is part of an enclosure that solely encloses Tenant's property without Lessor having authority to enter under paragraphs 18(1), (2), or (3) and without Lessor being directed to remove Tenant's lock by a health or law officer under paragraph 19. In an unlockable outdoor storage space, seizure for foreclosure purposes occurs when: (1) Lessor attaches a security chain or wheel boot to Tenant's property to immobilize the property, OR (2) Lessor denies Tenant access to the facility and provides a statutory notice of claim to Tenant soon thereafter.

If Lessor has sent statutory notice of claim for unpaid sums, Tenant is liable for Lessor's charge for same under paragraph 4(k). In addition to statutory requirements of notice of claim and advertising/posting, Lessor may send to Tenant via regular mail or email a notice of date, time, and place of sale. If foreclosure procedures are commenced, Tenant will be liable for newspaper ad charges in paragraph 4(l) and foreclosure sale charges in paragraph 4(m). At foreclosure sale, all contents in the space may be sold item-by-item, in batches, or by the entire space, at Lessor's option. If a creditor of Tenant has a lien on property in the space and if the lien is recorded with the Texas Dept. of Motor Vehicles, or Texas Dept. of Parks and Wildlife, Lessor may, upon payment by the creditor of all or part of the sums due by Tenant within the time period described by Texas Property Code Section 59.0445, turn over possession of such property to the creditor.

25. REDEMPTION. Tenant may redeem property up until bids are accepted at foreclosure sale if Tenant pays all sums due. If there are multiple rental agreements, Tenant may redeem under one agreement without having to redeem under all. If there are multiple spaces on a single rental agreement, redemption on less than all spaces is allowed only upon Lessor's written approval. If Lessor provided Tenant a notice of time, date, and place of sale and if Tenant redeems prior to sale, Lessor may, at Lessor's option, terminate this Agreement at time of redemption by hand delivering to Tenant or Tenant's redemption agent or mailing or emailing to Tenant a 3-day written notice to vacate; and if Tenant fails to timely move out, Tenant will pay 125% of the regular rent on a daily prorated basis from the end of the 3-day period until actual moveout date, plus amounts due under paragraphs 4 and 24(4) if eviction suit is filed.

26. ABANDONMENT. Tenant has "abandoned" the storage space if ALL of the following occur: (a) Tenant has given Lessor written or oral move-out notice; (b) Tenant's lock has been removed from the space (if the space is lockable) by someone other than Lessor; and (c) the move-out date or termination date has expired. Tenant also has "abandoned" the storage space if ALL of the following occur: (a) Tenant has not paid rent or other sums due; (b) Tenant's lock has been removed (if the space is lockable) by someone other than Lessor or has been removed by Lessor when exercising a statutory seizure; and (c) Tenant's space contains nothing of value to the ordinary person. The space will also be deemed abandoned if due to a casualty the unit contains nothing of value to the ordinary person, and you fail to remove all items from the space within 10 days after we mail or email you a notice of abandonment due to casualty.

If the space has been "abandoned" as defined above, Tenant relinquishes all rights to contents in the space; and Lessor may remove any lock, enter, remove, and/or dispose of all contents. Unless the space has been "abandoned" or there has been a judicial eviction, Lessor may not dispose of any of its contents except by: (a) exercising the lien seizure and sale

procedures of Chapter 59, Texas Property Code; or (b) entering in an "emergency" under paragraph 18 or allowing entry by a health or law officer under paragraph 19, and throwing away property which, in the good faith judgment of Lessor or such officer, is an imminent danger or health hazard under paragraph 18.

27. INDEMNITY AND SUBROGATION. TENANT WILL INDEMNIFY AND HOLD LESSOR HARMLESS FROM ALL CLAIMS, DAMAGES, GOVERNMENT FINES, LAWSUITS, AND LAWSUIT COSTS RELATING TO ANY LOSS, DAMAGE OR CAUSE OF ACTION OF ANY NATURE, INCLUDING BODILY INJURY AND DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM TENANT'S SPACE, REGARDLESS WHO OWNS SUCH PROPERTY AND REGARDLESS WHETHER THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR PART BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS, OR ANY OTHER CAUSE—UNLESS SUCH IS PROHIBITED BY LAW.

Tenant waives all insurance subrogation rights and releases Lessor from all liability for all claims covered by Tenant's insurance. Tenant's insurance carrier for property stored in Tenant's space or in the facility will not be subrogated to any claim of Tenant against Lessor or Lessor's officers, employees, or agents. Lessor's employees and agents are not allowed to do work for Tenant; and if they do so at Tenant's request, they are not agents of Lessor; and Tenant will hold Lessor harmless from any resulting damages.

28. REFUNDS. Tenant must satisfy paragraph 38 for refunds. Unless a longer period of time is stated in an addendum or in supplemental rules at the time of signing, Tenant is liable for rent for the remainder of the month of move-out or for 10 days after move-out, whichever is longer. Refunds will be mailed to Tenant's mailing address listed in paragraph 1, or as changed per paragraph 2. Deposits are not advance rentals. Deposits do not bear interest or limit Tenant's liability for damages or other sums due.

29. TSSA MEMBERSHIP. Lessor represents that Lessor or Lessor's management company is, at the time of signing this Agreement, a member of the Texas Self Storage Association, Inc. If not, this Agreement is voidable and unenforceable at Tenant's option; and Lessor will be in violation of the Texas Deceptive Trade Practices Act. Persons violating TSSA's copyright by reproducing this form without authority will be prosecuted. This Agreement is valid only in Texas.

30. CHANGES IN RULES OR AGREEMENT. Lessor may make changes in the rules (paragraphs 32 through 38) and any supplemental rules, effective immediately, if: (1) the changes do not change dollar amounts or due dates; (2) the changes are applicable to all tenants in the facility; and (3) the changes have been emailed, mailed or hand delivered to Tenant or posted onsite on an exterior sign in plain view.

Lessor may change any part of this Agreement, including rental rate, due date, late charge dates, and charges listed in paragraph 4 by hand delivering to Tenant or sending notice to Tenant via regular mail to Tenant's address in paragraph 1 (as updated by Tenant according to paragraph 2) or by email at least 30 days prior to the effective date of the changes. If Lessor follows such notice procedure, this Agreement will automatically continue thereafter on a month-to-month basis, until the revised rental agreement is terminated by either party (paragraph 9); and such revised rental agreement, including any rental increases and other changes, will not require Tenant's signature to become effective.

31. MISCELLANEOUS. NO ORAL PROMISES, REPRESENTATIONS OR AGREEMENTS HAVE BEEN MADE BY LESSOR. This Agreement is the entire agreement. Lessor's agents have no authority to make promises or amend this Agreement unless in writing. All obligations are to be performed in the county where the facility is located. Rent and late charges are due without notice; and all other sums owed are due on oral or written notice or demand. All remedies are cumulative, and the exercise of one remedy is not an election or an exclusion of other remedies.

Time is of the essence. Texas law applies. Tenant expressly waives (1) any notice or demand for performance by Lessor and (2) any opportunity to cure by Tenant on any matter. Except in suits filed by Lessor for eviction, rent, lien foreclosure, and/or charges under paragraph 4, mediation before filing any suit is required. Any trial will be to the court only; and all parties waive jury trial. Omission of initials does not invalidate this Agreement. Facsimile and electronic signatures are binding. Invalidity of one part of the Agreement does not invalidate the entirety. Payment of all sums is an independent covenant.

Notice from or to multiple Tenants is notice from or to all Tenants on this Agreement. Except in lawsuits involving personal injuries, the prevailing party shall recover attorneys fees and litigation costs from the non-prevailing party. Tenant will reimburse Lessor for all attorneys fees and litigation costs incurred by Lessor in (1) defending or responding to third party actions or requests to recover property stored in Tenant's space or (2) clarifying whether a court order regarding Tenant's space applies to

Lessor. Unpaid sums bear 18% annual interest from due date, compounded annually. This Agreement is subordinate to all facility mortgages and is binding on the parties' successors. All persons signing this Agreement represent they have authority to legally sign for the party they claim to represent. Notices and documents must be in English or, at Lessor's option, in any language that Tenant reads or speaks. Legal notices shall be given as required herein and by law. However, Lessor may contact Tenant relating to Tenant's lease by any means available, including phone, text, email, or other available methods.

RULES AND POLICIES

32. RENT POLICIES.

- (a) Rent is due on the due date in paragraph 4(b). Payments must be delivered or mailed to Lessor's mailing address at the bottom of page 1.
- (b) Rent is delinquent after the due date in paragraph 4(b). Late fees will be charged as provided in paragraphs 4(c) and 4(d).
- (c) Lessor may require or prohibit payment by check, money order, cashiers or travelers check, credit card or cash, at any time, as provided in paragraph 5.
- (d) If cash payments are allowed, Tenant should get a receipt. Returned payment (nsf check or other dishonored payment) charges will be made as provided in paragraph 4(e).
- (e) All payments by money order or check (including cashiers checks and travelers checks) must contain the Tenant's storage space number(s).
- (f) If any sum due by Tenant is delinquent, Lessor may "overlock" Tenant's storage space (if the space is lockable) and/or Lessor may apply a security chain or wheel boot to Tenant's property (if the space is not lockable); and Tenant will incur overlock charges and/or chaining charges as shown in paragraph 4(j). If the space is unlockable and one or more pieces of Tenant's property is chained, Tenant will be charged the chaining charge shown in paragraph 4(j) for each item chained. Section 93.002 of the Texas Property Code regarding commercial lockouts does not apply.
- (g) If Tenant has multiple locks on the space at time of overlocking, Lessor may remove any lock(s) necessary for overlocking without liability for replacement. If Tenant has a wheel boot attached to the property at the time of Lessor's chaining and/or wheel booting, Lessor may remove Tenant's wheel boot without liability for replacement.
- (h) Lessor's overlock, chain, or wheel boot will not be removed until all sums due are paid in full. Lessor is not required to accept partial payment(s) from Tenant. Acceptance of partial payment(s) does not waive Lessor's right to proceed with foreclosure sale based on notice of claim and/or advertising (or posting), absent express written agreement otherwise.

33. CHANGE OF TENANT'S ADDRESS, PHONE NUMBER, EMAIL.

- (a) Lessor must be able to contact Tenant at all times, especially in cases of missing locks, break-ins, fire, emergencies, unpaid rent, etc.
- (b) Tenant's mailing address and/or email address on page 1 is the address for all notices and requests to Tenant. Notices and requests from Lessor to Tenant are not required to be sent to the Tenant's emergency contact person or other person(s) who are named in paragraph 1. Other than the Tenant listed in paragraph 1, no other person shall have right of entry or access, but Lessor at Lessor's option may allow entry to other person(s) pursuant to paragraph 1.
- (c) Except as provided in (d) below, Tenant must notify Lessor via mail or email of any change in Tenant's contact information. The notification must include an express request for Lessor to update tenant's specified contact information (for example, mailing address, phone number, or email address). Contact information changes are not effective unless the notice is in WRITING and SIGNED and DATED by Tenant and is RECEIVED by Lessor. Address changes on checks or envelopes from you or on mail returned to us, or emails sent from a new address without an express request to update tenant's email or other contact information, are not sufficient. However, a return envelope provided by us on which you expressly check a pre-printed box to indicate that your address on the return address is a new address, shall suffice for change of address purposes if received by us. Any email sent from an address on file with the facility (listed on the first page of the lease or subsequently provided to Lessor in compliance with this agreement) will be considered signed.
- (d) If Lessor provides an online form or similar option for updating Tenant's contact information, Tenant may update contact information in this manner.
- (e) Change-of-address forms are available at the office (and a copy may be attached to the Agreement). Change-of-address notice from you by letter or postcard is acceptable.
- (f) Tenant must notify Lessor promptly, either orally or in writing, of any change in Tenant's phone number.
- (g) Lessor may refuse to rent to or renew a rental agreement with anyone failing to furnish current mailing address, email, phone number, or satisfactory ID.

34. HOURS OF OPERATION AND RULE CHANGES.

- (a) Hours of facility access may be posted at the entry, along with office hours (if any). The facility may be closed on holidays.
- (b) Hours may be changed by posting at the facility or by regular mail or email to tenants. Rules may be changed as provided in paragraph 30. We may temporarily close all or part of the facility due to casualty, including impending natural disasters such as hurricanes.
- (c) Special hours of access may be granted for one or more tenants.

35. TENANT RESPONSIBLE FOR LOCKS, INSURANCE & LOSSES.

- (a) If the space is lockable, Tenant's space must be locked with Tenant's lock at all times. If Tenant fails to lock Tenant's space and Lessor locks the space with Lessor's lock, a "locking" charge is due under paragraph 4(g) or 4(h). Lessor is not required to lock unlocked spaces.
- (b) If the space is lockable, Tenant's lock needs to be a heavy-duty, case-hardened steel lock to deter vandalism and break-ins. Only one Tenant lock is allowed on a lockable space.
- (c) ALL PROPERTY IS STORED AND TRANSPORTED AT TENANT'S SOLE RISK. LESSOR IS NOT LIABLE FOR ANY LOSS, DAMAGE OR CAUSE OF ACTION OF ANY NATURE, INCLUDING BODILY INJURY AND DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM TENANT'S SPACE, REGARDLESS WHO OWNS SUCH PROPERTY AND REGARDLESS WHETHER THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR PART BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS, OR ANY OTHER CAUSE—UNLESS SUCH IS PROHIBITED BY LAW.
- (d) Tenant must maintain fire, casualty, and theft insurance on the contents of Tenant's space as required by paragraph 20 and any addendum or supplemental rules. Insurance application forms may be available at the facility office, if any. Lessor is not obligated to furnish such forms.

36. STORAGE RULES.

- (a) Tenant MAY NOT STORE under any circumstances the following:
 - (1) any living creature or organism, or any dead animal or other carcass;
 - (2) gasoline, oil, fuel, grease, anti-freeze, or flammable chemicals;
 - (3) explosives, fireworks, or ammunition;
 - (4) corrosive, toxic, poisonous, or hazardous materials or waste;
 - (5) asbestos or asbestos-containing construction materials;
 - (6) lawn debris (grass clippings, brush, etc.);
 - (7) construction debris, tires, oil, or batteries, whether new or used;
 - (8) items having a noxious smell in Lessor's sole judgment;
 - (9) marijuana and/or controlled substances of any kind;
 - (10) prohibited weapons under the Texas Penal Code; or
 - (11) stolen property, and items illegal for self storage under any law.
- (b) WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, Tenant MAY NOT STORE any of the following:
 - (1) anything with a fuel tank (vehicles, boats, motorcycles, mowers, etc.);
 - (2) gasoline cans or similar containers for combustible fuel;
 - (3) liquid propane tanks, oxygen tanks, or similar containers; or
 - (4) food, fertilizers, pesticides, or items which are wet and could mildew.
- (c) WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, Tenant MAY NOT USE the space or any portion of the facility for the following:
 - (1) lodging, sleeping, cooking, or consumption of alcoholic beverages;
 - (2) garage sale, flea market, or direct sales from the space;
 - (3) parties, gatherings, meetings for any purpose, or building floats;
 - (4) business office or full-time work area;
 - (5) sanding, painting, welding, soldering, or operating power equipment;
 - (6) practicing or playing musical instruments (individual or group);
 - (7) any use that violates zoning, fire, or criminal codes or other laws; or
 - (8) activities classified as a nuisance in Lessor's sole judgment.
- (d) WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, Tenant MAY NOT DO any of the following:
 - (1) alter, paint, or deface any part of the space or facility;
 - (2) put weight on or attach anything to structural elements;
 - (3) put holes in floors or other parts of the leased space;
 - (4) have a visible sign or install an alarm system in or on the space; or
 - (5) modify electrical service or use electricity for anything other than lights.
- (e) LESSOR MAY EXCLUDE, but is not required to exclude, from Tenant's storage space and the facility:
 - (1) any person without a key or combination to Tenant's storage space and is not with a person who has such key or combination (if space is lockable);
 - (2) any person who has a key or combination to a storage space (if the space is lockable), and is not listed in paragraph 1 of this Agreement; and
 - (3) any person who is damaging property of others, disturbing the peace, or otherwise violating criminal laws.

(f) GENERAL.

- (1) All persons must comply with posted signs that are plainly visible.
- (2) Animals must be kept inside vehicles. Exceptions are guide dogs for disabled persons and animals of Lessor or Lessor's staff.
- (3) Please do not ask staff to help load, unload, or move anything.
- (4) Lessor's employees are prohibited from doing manual labor for tenants because of risk of injury and insurance considerations.
- (5) All persons must wear footwear to prevent injuries.
- (6) Anything affixed to walls, ceiling, or other parts of the space without Lessor's consent becomes the property of Lessor, at Lessor's option.
- (7) Tenant will be liable for reasonable charges for removing unlawfully attached property, repairing any damage, and removing trash in common areas left by Tenant, Tenant's family, guests, or contractors.
- (8) Urination or defecation by animals is not permitted except in designated areas, if any. Urination or defecation by persons is not permitted except in restrooms, if any.
- (9) Please conserve energy by turning off all lights prior to leaving.
- (10) No bicycling, skateboarding, roller skating, or other recreational activities are allowed in the facility.

37. GROUND RULES.

- (a) Identification of persons on the premises.
 - (1) Lessor may require any person entering the facility to sign in.
 - (2) Lessor may require any person in the facility to show such person's current driver's license or other governmental ID card, with photograph.
 - (3) Lessor may exclude from the facility any person failing to identify themselves with such ID cards. Please carry proper ID at all times.
 - (4) Lessor is not responsible for acts of theft, vandalism, or other crimes of persons entering the facility. Please report any suspicious activity.
- (b) Tenant and Tenant's employees, agents, guests, and families:
 - (1) must NOT exceed five-miles per hour speed limit inside facility;
 - (2) must NOT block traffic or prevent vehicles from entering or exiting;
 - (3) must NOT leave vehicles or other items in common areas unattended;
 - (4) must NOT park vehicles in fire lanes or in marked no-parking areas;
 - (5) must NOT work in driveways, parking spaces, or common areas;
 - (6) must NOT change oil or fluids in vehicles or discharge liquids of any kind in spaces, halls, driveways, or common areas;
 - (7) must NOT litter halls, driveways, parking areas, or dumpster areas;
 - (8) must NOT block access to dumpsters or use any dumpsters for disposal of items which may not be stored in Tenant's space under these rules;
 - (9) must NOT use any dumpsters for off-site refuse (lawn clippings, brush, food, construction debris, bedding, furniture, etc.); and
 - (10) must NOT disturb other tenants.
- (c) Anything subject to licensure (autos, vans, trucks, motorcycles, boats, trailers, etc.) parked in violation of the above may be towed under Chapter 2308, Texas Occupations Code. All other property left unattended outside in the facility overnight may be disposed of at Lessor's option.
- (d) Lessor is not liable for malfunction of mechanical or electrical devices which control facility gates; but Lessor will proceed diligently to repair after the problem is discovered by Lessor. Lessor has no duty to remove ice, sleet, or snow from common areas; but, at Lessor's option, Lessor may remove same in whole or in part, with or without notice.

38. REFUNDS AND MOVEOUTS.

- (a) Move-out notice forms are available at the office. Please allow 30 days for return of refundable rent and/or deposit. See paragraph 28.
- (b) Unless an addendum to the Rental Agreement provides otherwise, conditions for refunding prepaid rent and deposit are as follows:
 - (1) Tenant must give Lessor 10 days written move-out notice;
 - (2) Tenant must give Lessor written notice of actual move-out within 24 hours after moving out;
 - (3) Tenant's lock (if any) must be removed on or before move-out date; or if the lock belongs to Lessor, the lock must be returned to Lessor;
 - (4) Tenant must not leave trash in the space, halls, or driveways;
 - (5) Tenant must stay minimum term length in paragraph 3; and
 - (6) Tenant must be current in all obligations at time of move-out.
- (c) Tenant will be liable for damages and for cleaning charges under paragraph 4(o) and all disposal costs for Tenant's failure to remove all contents and debris, stains or fluid/leakage, or failure to "broom clean" the space (if it has a solid floor), and other lease violations.

Texas Property Code Chapter 59 governs the self-storage lien process.

A copy of the statute can be found at www.capital.state.tx.us

A copy may also be accessed from the Texas Self Storage Association website: www.txssa.org

SELF-SERVICE STORAGE RENTAL AGREEMENT ADDENDUM

THIS ADDENDUM is entered into by and between TEXAS A&M UNIVERSITY ("TEXAS A&M"), an agency of the State of Texas, for the use and benefit of Texas A&M University Press, as Tenant, and JONES ROAD COMMERCIAL STORAGE, as the Lessor (hereafter "LESSOR"), for the purpose of amending and supplementing a Self-Storage Rental Agreement (the "Agreement") dated 5.1.18 governing approximately 1200 square feet in Space number(s) 2 B, at the property known as Jones Road Commercial Storage and located at 5969 Jones Road, Bryan, Texas 77807 (the "Premises").

Certain standard clauses that may appear in the Agreement cannot be accepted by TEXAS A&M because of its status as an agency of the State of Texas, and other terms require amendment or supplementation. In consideration for the convenience of using the Agreement instead of negotiating a separate agreement, the parties agree that the Agreement is amended in accordance with this Addendum.

1. Conflicting Language. To the extent the language in this Addendum is in conflict with any language in the Agreement, the language in this Addendum will control.

2. Inapplicable Provisions. None of the provisions listed below, if they appear in the Agreement, shall have any effect or be enforceable against TEXAS A&M:

A. Requiring TEXAS A&M to maintain any type of insurance either for TEXAS A&M's benefit or for LESSOR's benefit, since TEXAS A&M is self-insured.

B. Renewing or extending the term beyond a total of five years.

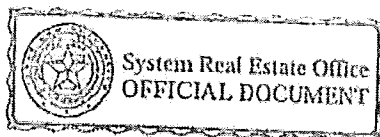
C. Requiring or stating that the terms of the Agreement shall prevail over the terms of this Addendum in the event of conflict.

D. Requiring the application of the laws of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

E. Releasing LESSOR or any other entity or person from its legal liability, or disclaiming or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.

F. Requiring any total or partial compensation or payment for lost profit, consequential, punitive or liquidated damages by TEXAS A&M.

G. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.



- H. Granting control of litigation or settlement to another party;
- I. Binding **TEXAS A&M** to any arbitration, to the decision of any arbitration board, commission, panel or other entity, or to any specific dispute resolution process.
- J. Obligating **TEXAS A&M** to pay costs of collection or attorneys' fees.
- K. Waiving, disclaiming or limiting any rights, remedies, requirements, processes, warranties, privileges or immunities available to **TEXAS A&M** under Texas law.
- L. Requiring **TEXAS A&M** to indemnify **LESSOR** except to the extent such indemnity is permitted by the Constitution and the laws of the State of Texas.
- M. Subjecting any property of **TEXAS A&M** to a statutory, contractual, or constitutional lien.

3. Confidentiality. As an agency of the State of Texas, **TEXAS A&M** is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code. To the extent the Agreement places any limits or restrictions on the disclosure of information that is or may be deemed by **LESSOR** to be confidential, **TEXAS A&M's** compliance with the terms of the Public Information Act shall not constitute a default under the Agreement.

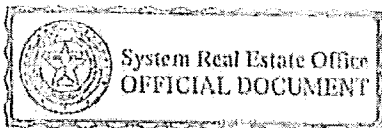
4. Entire Agreement. The Agreement, as amended by this Addendum, constitutes the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

5. Authority. **LESSOR** 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 Agreement, and the individual executing this Agreement on behalf of **LESSOR** has been duly authorized to act for and bind **LESSOR**.

6. Compliance With State and Federal Law

A. Accessibility. In signing this Agreement, **LESSOR** certifies that **LESSOR** will comply with 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.

B. Child Support. **LESSOR** expressly acknowledges that a child support obligor who is more than 30 days delinquent in paying child support and a business entity



in which obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, LESSOR certifies that the individual or business entity named in this Agreement is not ineligible to receive payment from the state and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

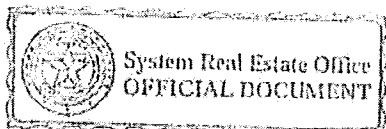
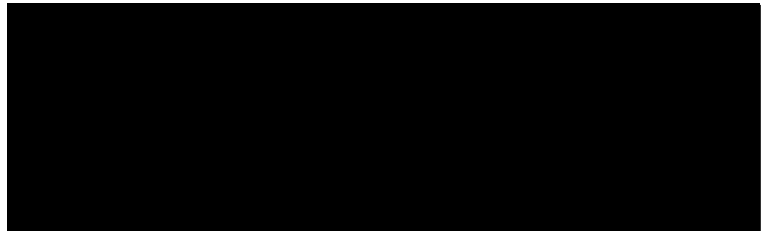
C. Franchise Tax Certification. If LESSOR is an entity subject to the Texas Franchise Tax, LESSOR certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that it is exempt from the payment of such taxes, or that it is an out-of-state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

D. Debarment. LESSOR represents and warrants, to the best of its knowledge and belief, that neither LESSOR 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. LESSOR shall provide immediate written notice to TEXAS A&M if, at any time LESSOR learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that LESSOR knowingly made a false representation, in addition to other remedies available to TEXAS A&M, TEXAS A&M may terminate this Agreement.

7. Miscellaneous Provisions:

A. Notices. Notices required under this Agreement must be given by certified mail, return receipt requested, postage prepaid, or personal delivery, addressed to the party listed below. Each party can change the notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

LESSOR:



TEXAS A&M:

Att
43
Pho
Fax
Em



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: sre@tamus.edu

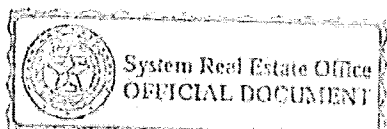
B. Savings Clause. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will not be affected, impaired or invalidated.

C. Rules and Regulations. TEXAS A&M agrees to abide by any and all reasonable rules and regulations promulgated by LESSOR for the proper operation of the Premises provided all such rules and regulations are consistent with this Addendum and are uniformly applied to all tenants of the Premises. All rules and regulations promulgated subsequent to commencement of this Agreement must be submitted to TEXAS A&M for consideration and comment at least thirty (30) calendar days prior to implementation.

D. Waiver. The failure of LESSOR or TEXAS A&M to insist in any one or more instances on a strict performance of any of the covenants of this Agreement 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.

E. Successors and Assigns. This Agreement 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 LESSOR, and the successor and assigns of TEXAS A&M.

F. State Audits. LESSOR understands that acceptance of funds under this Agreement 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. LESSOR 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. LESSOR will ensure that this clause concerning the authority to audit funds



received indirectly by subcontractors through LESSOR and the requirement to cooperate is included in any subcontract it awards.

G. Availability of Funding. This Agreement 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 appropriation of funds by the Texas Legislature. In the event a curtailment of federally funded programs occurs, or in the event state appropriations are unavailable, **TEXAS A&M** may terminate this Agreement upon written notice to LESSOR, or may assign this Agreement, or sublet the Premises, or any part of the Premises, to another agency of the State of Texas.

H. Force Majeure. Neither party is required to perform any term, condition, or covenant of this Agreement, 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.

I. Time. Time is of the essence in respect to the performance of each provision of this Agreement.

EXECUTED this 31st day of April, 2014 by LESSOR, or its authorized representative.

JONES ROAD COMMERCIAL STORAGE

By: _____
Name: _____
Title: Owner

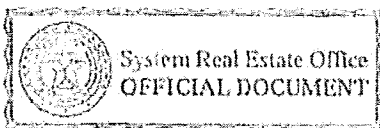
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 20____, by _____ of _____, a _____, on behalf of said _____.

Notary Public

[SIGNATURES CONTINUE ON NEXT PAGE]




EXECUTED this 30 day of April, 2018 by TEXAS A&M, or its authorized representative.

TEXAS A&M UNIVERSITY
for the use and benefit of
Texas A&M University Press

By: 
Name: ROBERT C. BOUNDS
Title: DIRECTOR, PROCUREMENT SERVICES

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me this 30 day of April, 2018 by , of Texas A&M University, an agency of the State of Texas, on behalf of Texas A&M University Press.


Notary Public

