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

This Agreement for Lease of Space (this “Lease”) is by and between FIRST MCALLEN INDUSTRIAL, LTD., a Texas limited partnership, as the landlord (“FIRST MCALLEN”) 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 (“TAMU”).

ARTICLE 1
PREMISES

1.1 Description of Premises. FIRST MCALLEN, in consideration of the rents and mutual covenants and obligations of this Lease, hereby Leases to A&M SYSTEM the following described premises (the “Premises”):

2,688 square feet of net rentable area as depicted on the floor plan attached hereto as Exhibit “A”, in the building located at 5277 North 23rd Street, McAllen, Hidalgo County, Texas 78504 (the “Building”), 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 in Exhibit “B” attached hereto (the “Land”).

1.2 Signage. The design and location of any exterior signs desired by A&M SYSTEM will be submitted to FIRST MCALLEN for written approval prior to being erected. Any interior signs will be erected by FIRST MCALLEN or will be erected by A&M SYSTEM with FIRST MCALLEN’s written approval. A&M SYSTEM’s signs will be erected or installed at its expense.

1.3 Taxes. FIRST MCALLEN 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.

1.4 Utilities. A&M SYSTEM is responsible for the cost of all utilities serving the Premises, including but not limited to electric services, water, telephone and internet services.

1.5 Janitorial Services. A&M SYSTEM is responsible for janitorial services to the Premises at A&M SYSTEM’s sole cost.
ARTICLE 2
TERM

2.1 Initial Term. The term of this Lease will be for three years commencing on February 23, 2017 and expiring on February 22, 2020, unless sooner terminated in accordance with the terms of this Lease.

2.2 Renewal. A&M SYSTEM has the option to renew the term of this Lease for two additional periods of 12 months each by giving written notice to LANDLORD at least 30 days prior to the expiration of the then current term.

2.3 Termination. A&M SYSTEM may terminate this Lease with no penalty by providing written notice to FIRST MCALENN at least 120 days in advance of the termination date.

ARTICLE 3
RENT

3.1 Rent. During the Term of this Lease, A&M SYSTEM agrees to pay FIRST MCALENN in advance, no later than the fifth day of each month, rent in the amount of $2,900 per month. The total consideration through the end of the term including renewals is $174,000. Rent for any partial month shall be prorated. FIRST MCALENN agrees to submit monthly statements for rent to A&M SYSTEM at the address set forth in Section 13.12, or at such other address as designated in a written notice to FIRST MCALENN.

3.2 Rent Escalation. If A&M SYSTEM elects to renew, a new rent amount will be negotiated at the time of renewal.

3.3 Availability of Funding. This Lease is made and entered into in accordance with the provisions of Chapter 2167 of the Texas Government Code and is contingent upon the continuation of federally funded programs and/or the 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, A&M SYSTEM may terminate this Lease upon written notice to FIRST MCALENN, 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 FIRST MCALENN

4.1 Quiet Enjoyment. FIRST MCALENN 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. FIRST MCALENN further covenants and agrees that during the term of this Lease, FIRST MCALENN will not lease, rent, demise, sell, or otherwise furnish space in the Building, or any adjacent building owned or controlled by FIRST MCALENN, to any entity that (i) creates or may be expected to create noise, odors or a hazardous condition injurious to A&M SYSTEM, its employees, agents,
representatives, customers, invitees or guests, or disruptive to A&M SYSTEM's use of the Premises, or (ii) that provides services to a clientele which engages in harassment of A&M SYSTEM's employees, agents, representatives, clients, invitees or guests.

4.2 Title to Premises. FIRST MCALLEN 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.

4.3 Authority. FIRST MCALLEN 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 FIRST MCALLEN has been duly authorized to act for and bind FIRST MCALLEN.

4.4 Compliance. FIRST MCALLEN warrants and guarantees that A&M SYSTEM's intended use of the Premises for general office uses for the TAMU's Office of Admissions and Records does not violate any current city, state or local ordinance or statute or any restriction placed on the Building or the Land. FIRST MCALLEN agrees to indemnify A&M SYSTEM for any direct or indirect loss sustained by A&M SYSTEM as a result of the existence of any such ordinance, statute or restriction.

4.5 Environmental Condition. FIRST MCALLEN 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. FIRST MCALLEN 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.

FIRST MCALLEN shall indemnify A&M SYSTEM 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 A&M SYSTEM or A&M SYSTEM's 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 A&M SYSTEM, A&M SYSTEM's 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 **FIRST McALLEN’s Maintenance Obligations.** FIRST McALLEN 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 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, FIRST McALLEN reserves the right, at reasonable times, to enter and inspect the Premises and to make any necessary repairs or adjustments.

**FIRST McALLEN’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 **FIRST McALLEN’s Failure to Maintain.** In the event FIRST McALLEN fails to maintain the Building and the Premises as required, A&M SYSTEM shall give written notice thereof to FIRST McALLEN and if FIRST McALLEN fails to commence such maintenance within 10 days following receipt of such notice or neglects to prosecute the completion of such maintenance with reasonable diligence, A&M SYSTEM may perform such maintenance. A&M SYSTEM may, in the event of an emergency, immediately make those repairs reasonably necessary to secure the Premises. The costs incurred by A&M SYSTEM, together with interest at the maximum lawful rate, shall be paid by FIRST McALLEN to A&M SYSTEM upon demand and if not paid to A&M SYSTEM within 10 days after receipt by FIRST McALLEN of a statement therefore, A&M SYSTEM may deduct such cost, together with interest at the
maximum lawful rate, from subsequent installments of rent. A&M SYSTEM 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 A&M SYSTEM determines in its sole discretion that the Premises can be used for its purposes following the taking of possession, then A&M SYSTEM may, by written notice to FIRST MCALLEN, opt to continue this Lease. If A&M SYSTEM opts to continue this Lease, it shall give written notice to FIRST MCALLEN prior to the taking of possession by the condemning authority and the rent shall be equitably adjusted. Alternatively, if FIRST MCALLEN 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 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**

**CASYALTY**

7.1 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 FIRST MCALLEN delivered within 30 days following the date of such fire or other casualty. If A&M SYSTEM decides, in its sole discretion, not to terminate this Lease, then A&M SYSTEM shall give written notice to FIRST MCALLEN within that 30-day period, and FIRST MCALLEN 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 A&M SYSTEM during repairs and restoration will be equitably adjusted. If FIRST MCALLEN fails to complete the rebuilding or restoration within 60 days following the date of A&M SYSTEM’s written notice, A&M SYSTEM shall have the right to terminate this Lease by written notice delivered to FIRST MCALLEN within 15 days following the end of that 60-day period. If A&M SYSTEM decides to terminate this Lease, all rent and other charges will be prorated as of the date of the casualty. Alternatively, if FIRST MCALLEN 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.

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

ARTICLE 8
INSURANCE

8.1 FIRST MCALLEN's Insurance Obligations. FIRST MCALLEN covenants and agrees that from and after the date of delivery of the Premises from FIRST MCALLEN to A&M SYSTEM, and during the term of this Lease or any renewal thereof, FIRST MCALLEN 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. FIRST MCALLEN shall deliver to A&M SYSTEM 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 A&M SYSTEM 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 A&M SYSTEM.

8.2 A&M SYSTEM's Insurance Obligations. FIRST MCALLEN 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 502. 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 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 FIRST MCALLEN, which consent shall not be unreasonably withheld or delayed.
ARTICLE 10
COMPLIANCE WITH STATE AND FEDERAL LAW

10.1 Accessibility. In signing this Lease, FIRST MCALLEN represents and warrants that at the time the Premises become occupied by A&M SYSTEM 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 A&M SYSTEM 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 A&M SYSTEM, 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 Child Support. FIRST MCALLEN acknowledges that 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. Under Section 231.006, Texas Family Code, FIRST MCALLEN certifies that the individual or business entity named in this Lease is not ineligible to receive payment from the state and acknowledges that this Lease may be terminated and payment may be withheld if this certification is inaccurate.

10.3 Official Relationships. FIRST MCALLEN acknowledges that Texas law prohibits contracts between A&M SYSTEM and its officers, and such prohibition extends to contracts with any partnership, corporation or other organization in which any such officer has an interest. FIRST MCALLEN certifies (and this Lease is made in reliance on such certification) neither FIRST MCALLEN nor any person having an interest in this Lease by, through or under FIRST MCALLEN, is an officer of A&M SYSTEM.

10.4 Debts or Delinquencies. Pursuant to Section 2252.903, Texas Government Code, FIRST MCALLEN agrees that any payments owing to FIRST MCALLEN under this Lease may be applied directly toward certain debts or delinquencies that FIRST MCALLEN owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

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

**ARTICLE 11**

**DEFAULT BY A&M SYSTEM**

11.1 Event of Default. A&M SYSTEM’s failure to perform, keep and observe any terms, covenants, or conditions required by this Lease to be performed by A&M SYSTEM shall constitute a default under this Lease.

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

**ARTICLE 12**

**DEFAULT BY FIRST MCALLEN**

12.1 Event of Default. If FIRST MCALLEN shall (i) fail to perform, keep and observe any terms, covenants, or conditions required by this Lease to be performed or observed by FIRST MCALLEN, or (ii) breach any of its representations and warranties set forth in this Lease, or if A&M SYSTEM is unable to use the Premises for more than seven calendar days due to any law or any order, rule, or regulation of any competent governmental authority, then FIRST MCALLEN shall be in default under this Lease.

12.2 Notice of Default and Termination of Lease. In the event of such default, A&M SYSTEM shall give FIRST MCALLEN written notice pursuant to Section 13.1 of this Lease. If the default continues for 30 calendar days after FIRST MCALLEN’s receipt of such notice, A&M SYSTEM may terminate this Lease and terminate all or any of A&M SYSTEM’s obligations pursuant to this Lease by written notice to FIRST MCALLEN 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 A&M SYSTEM to FIRST MCALLEN shall be refunded to A&M SYSTEM within 10 days of the effective termination date.

12.3 Emergency Repairs. In the event FIRST MCALLEN’s default creates an emergency situation or threatens A&M SYSTEM’s ability to use the Premises, A&M SYSTEM may cure the default. The costs incurred by A&M SYSTEM to cure the default, together with interest at the maximum lawful rate, shall be paid by FIRST MCALLEN to A&M SYSTEM upon demand and if not paid to A&M SYSTEM within 10 days after receipt by FIRST MCALLEN of a statement therefore, A&M SYSTEM may deduct such cost, together with interest at the maximum lawful rate, from subsequent installments of rent.
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. A&M SYSTEM and FIRST MCALLEN can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

FIRST MCALLEN: First McAllen Industrial, Ltd.
2021 Industrial Drive
McAllen, Texas 78504
Attn: Deborah Luther-Sakulenzki, President
Email: Debbie@dlsindustrial.com
Tel: 956-630-1713

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

13.2 Alterations and Property Removal. Upon termination of this Lease for any reason, A&M 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 at the commencement of this Lease, normal wear and tear excepted, and except for any damage caused by FIRST MCALLEN, its employees, agents and contractors. A&M SYSTEM may remove any fixtures, physical additions and other improvements which it made to the Premises; provided the fixtures, physical additions and other improvements are removed in a manner so as to cause as little damage, as is reasonably possible, to the Building and the Premises.

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 A&M SYSTEM shall be in the county in which the primary office of the chief executive officer of A&M SYSTEM is located.
13.4 Entire Agreement. This Lease and any document incorporated herein by reference constitutes the complete agreement of FIRST MCALLEN 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 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. A&M SYSTEM shall not be liable for any brokerage or finder’s fees or commissions.

13.7 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 FIRST MCALLEN or A&M SYSTEM hereunder shall be of no force and effect and may not be relied on by any person.

13.8 Waiver. The failure of FIRST MCALLEN 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.

13.9 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 FIRST MCALLEN, and the successor and assigns of A&M SYSTEM.

13.10 State Audits. FIRST MCALLEN 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. FIRST MCALLEN 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. FIRST MCALLEN will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through FIRST MCALLEN and the requirement to cooperate is included in any subcontract it awards.

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

13.12 Remittance Address. FIRST MCALLEN shall submit monthly statements for the rent to A&M SYSTEM at the following address:
13.13 Consent and Approval. FIRST MCALLEN agrees that any consent or approval of FIRST MCALLEN required under this Lease shall not be unreasonably withheld or delayed.

13.14 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.

13.15 Privileges and Immunities. FIRST MCALLEN 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.

13.16 Debarment. FIRST MCALLEN represents and warrants, to the best of its knowledge and belief, that neither FIRST MCALLEN 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. FIRST MCALLEN shall provide immediate written notice to A&M SYSTEM if, at any time FIRST MCALLEN 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 FIRST MCALLEN knowingly made a false representation, in addition to other remedies available to A&M SYSTEM, A&M SYSTEM may terminate this Lease.

ARTICLE 14
SPECIAL PROVISIONS

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

None.
EXECUTED this ____ day of __________________, 2017 by FIRST MCALLEN.

FIRST MCALLEN INDUSTRIAL, LTD., a Texas limited partnership

By: Sak Rat, LLC, a Texas limited liability company, General Partner

By: ______________________

DEBORAH SAKULENZKI
President

EXECUTED this 30th day of MAY, 2017 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

By: ______________________

DEAN ENDLER
University Contracts Officer
Texas A&M University

APPROVED AS TO FORM:

ASHLEA HEWLET
Assistant General Counsel
Office of General Counsel
The Texas A&M University System
EXECUTED this 27 day of April, 2017 by FIRST MCALLEN.

FIRST MCALLEN INDUSTRIAL, LTD., a Texas limited partnership

By: Sak Rat, LLC, a Texas limited liability company, General Partner

By: ____________________________
   DEBORAH SAKULENZKI
   President

EXECUTED this _____ day of ____________, 2017 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

By: ____________________________
   DEAN ENDLER
   Executive Director, Contract Administration
   Texas A&M University

APPROVED AS TO FORM:

ASHLEA HEWLETT
Assistant General Counsel
Office of General Counsel
The Texas A&M University System
EXHIBIT B

LEGAL DESCRIPTION:

LOT 2A, KINGWOOD ESTATES PHASE 2, CITY OF McALLEN, HIDALGO COUNTY, TEXAS