# PURCHASE ORDER

**FILE**

THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER

200 Technology Way, Suite 2079, College Station, Texas 77845-3424; Phone 979-436-9219, FAX 979-436-0074

**INVOKER IN DRAFTED BY AGENCY FOR:**

**TEXAS A&M HEALTH SCIENCE CTR FACILITIES, UTILITIES, SAFETY, AND SECURITY ADMINISTRATION CLINICAL BUILDING 1 (CB1) 8441 STATE HIGHWAY 47 STE 4400 BRYAN TX 77807**

**SHIP TO:**

**TEXAS A&M HEALTH SCIENCE CTR BAYLOR COLLEGE OF DENTISTRY FACILITIES SERVICES & PLANNING 3302 GASTON AVE RM 22 DALLAS TX 75246**

**R700030**

---

**VENDOR**

**VENDORED 0482 MEDBUILDING LTD 11700 PRESTON RD STE 600 PMB 386 DALLAS, TX 75230**

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**USER REF: 301090-30000**

**THIS PO FOR PAYMENT & ENCUMBRANCE PURPOSES**

**PERIOD OF SVC: 11/1/16 THROUGH 10/31/19**

**REF: CNT THROUGH TAMOS REAL ESTATE OFFICE**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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**TOTAL: 288,000.00**

**PHONE: 214-797-5651**

Purchase made by an Institution of Higher Education, Section 51.9335 Education Code.

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**FOB: NOT SPECIFIED**

The Texas A&M University System Health Science Center cannot accept collect freight shipments.

**IN ACCORDANCE WITH YOUR MODIFIED ORDER MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY**

**THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER**

---

**STATED AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.209(b), for purchase of tangible personal property described in this numbered order, purchased from contractor and shipped listed above, as this property is being secured for the exclusive use of the State of Texas. The Terms and Conditions of the State of Texas shall prevail.**

---

**FAILURE TO DELIVER: If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. Neither substitutions nor cancellations permitted without prior approval.**

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**THIS ORDER IS NOT VALID UNTIL SIGNED BY THE PURCHASING AGENT.**

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**The State of Texas is exempt from all Federal Excise Taxes**

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**The Terms and Conditions of the State of Texas shall prevail.**

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**ORDER DATE: 11/10/2016**

**Page 01**
# PURCHASE ORDER

**THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER**

200 Technology Way, Suite 2079, College Station, Texas 77845-3424; Phone 979-436-9219, FAX 979-436-0074

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**VENDOR**

******0452
MEDBUILDING LTD
11700 PRESTON RD
STE 600 PMB 386
DALLAS, TX 75230

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**INVOICE IN DUPLICATE TO AGENCY BELOW**

TEXAS A&M HEALTH SCIENCE CTR
FACILITIES, UTILITIES, SAFETY,
AND SECURITY ADMINISTRATION
CLINICAL BUILDING 1 (CB1)
8441 STATE HIGHWAY 47 STE 4400
BRYAN TX 77807

---

**SHIP TO:**

TEXAS A&M HEALTH SCIENCE CTR
BAYLOR COLLEGE OF DENTISTRY
FACILITIES SERVICES & PLANNING
3302 GASTON AVE FM 22
DALLAS TX 75246

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ANY EXCEPTION TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY HUB & PROCUREMENT SERVICES PRIOR TO SHIPMENT.

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**DOCUMENT DATE:** 11/30/2016

**DEPT. CONTACT:** LAURA TEMPLETON
**PHONE NO.:** 979-436-0542

**FCC CD:** 9
**TYPE FUND:** S **TYPE ORDER:** HIED

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**FOB:** NOT SPECIFIED

The Texas A&M University System Health Science Center cannot accept collect freight shipments.

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**TERMS:**

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM 84

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THE STATE OF TEXAS IS EXEMPT FROM ALL FEDERAL EXCISE TAXES

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309(a), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas. The Terms and Conditions of the State of Texas shall prevail.

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**SIGNED:**

THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER

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**Purchasing Agent:**

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**Order Date:** 11/30/2016

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**Page:** 02
PURCHASE ORDER
THE TEXAS A&M UNIVERSITY SYSTEM
HEALTH SCIENCE CENTER
200 Technology Way, Suite 2079, College Station, Texas 77845-3424; Phone 979-436-9219, FAX 979-436-0074

Order Date 11/30/2016

FILE

Include PO number on all Correspondence and packages

P700027

VENDOR GUARANTEES MERCHANDISE DELIVERED ON THIS ORDER WILL MEET OR EXCEED SPECIFICATIONS IN THE BID INVITATION.

ALL TERMS AND CONDITIONS SET FORTH IN THE BID INVITATION BECOME A PART OF THIS ORDER.

 vận viên

******0462
MEDBUILDING LTD
13700 PRESTON RD
STE 600 PMB 386
DALLAS, TX 75230

TEXAS A&M HEALTH SCIENCE CTR
FACILITIES, UTILITIES, SAFETY, AND SECURITY ADMINISTRATION
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IN THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT.

Purchasing Agent for
THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER

The State of Texas is exempt from all Federal Excise Taxes
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Terms:

IN ACCORDANCE WITH YOUR BILL, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY

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Purchasing Agent:

THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER

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Purchasing Agent:

THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER
COMMENCEMENT DECLARATION

This Commencement Declaration is made as of November, 2016 by Gaston MOB, LLC ("Landlord") and TAMUS ("Tenant"), who agree as follows:

1. Landlord and Tenant entered into that certain Parking Garage Improvements and Access Agreement dated as of June 30, 2016 (as modified, revised or amended from time to time, the "Lease"), pursuant to which Landlord leased to Tenant certain premises described therein (the "Leased Premises"). All capitalized terms which are not defined herein have the meanings assigned to such terms in the Lease.

2. Pursuant to the Lease, Landlord and Tenant hereby agree and confirm the following matters:
   a. The Commencement Date of the Parking Garage Improvements and Access Agreement is November 1, 2016.
   b. The expiration date of the Parking Garage Improvements and Access Agreement (without regard to any extension periods) is October 31, 2019.
   c. The Parking Garage Improvements and Access Agreement means 80 parking spaces in the Parking Garage that shall be unreserved but that may be located in a particular location in the Parking garage as determined by mutual agreement of TAMUS and Gaston MOB owner.
   d. The Base Rental shall be the following amounts for the following periods of time:

<table>
<thead>
<tr>
<th>Lease Year</th>
<th>Parking Spaces</th>
<th>Monthly Basic Rent</th>
<th>Annual Basic Rent</th>
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3. Tenant confirms that:
   a. it has accepted possession of the Leased Premises as provided in the Parking Garage Improvements and Access Agreement;
   b. the Parking Garage Improvements and Access Agreement;
   c. is in full force and effect;
   d. there are no set-offs or credit against rent, and no security deposit or prepaid rent has been paid except as provided by the Parking Garage Improvements and Access Agreement.

4. The provisions of this Commencement Declaration shall inure to the benefit of, or bind, as the case may require, the parties and their respective successors and assigns subject to the restrictions on assignment and subleasing contained in the Lease.

[Signature pages follow]
LANDLORD:

GASTON MOB, LLC,
a Texas limited liability company

By: [Signature]

Name: Gary L. Worsham

Title: Property Manager
TENANT:

TAMUS
An agency of The State of Texas

By:  

Name:  Bar

Title:  Associate VP for Finance & Administration
I have attached a commencement letter for Texas A&M Dental regarding the Gaston MOB parking agreement. Also attached is an insurance requirements so we can get certificates of insurance.

If you have any questions, please give me a call.

Thank you,

Gary Worsham
Worsham Realty, LLC
214-797-5651
PARKING GARAGE IMPROVEMENTS AND ACCESS AGREEMENT

THIS PARKING GARAGE IMPROVEMENTS AND ACCESS AGREEMENT (this “Agreement”) is made and entered into this 30th day of JUNE 2016 (the “Effective Date”), by and between Gaston MOB, LLC, a Texas limited liability company (“MOB Owner”), and The Board of Regents of The Texas A&M University System, an agency of the State of Texas (“TAMUS”) (MOB Owner and TAMUS are collectively referred to herein as the “Parties” and individually as a “Party”).

RECITALS:

A. MOB Owner, as ground lessee, and Baylor Health Care System, a Texas non-profit corporation (“Baylor”), as ground lessor, have entered into that certain Ground Lease Agreement dated effective November 19, 2014 (the “MOB Ground Lease”), covering the tract of land identified on Exhibit A attached hereto (the “MOB Parcel”), and MOB Owner intends to develop a medical office building (the “MOB”) and an above-ground structured parking garage on the MOB Parcel with 1100 or more parking spaces (the “Parking Garage”).

B. TAMUS and MOB Owner wish to enter into certain agreements regarding TAMUS’s use of part of the Parking Garage.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. As used herein:

“Commencement Date” means the later of September 1, 2016, or the date on which the last of Completion of the Parking Garage occurs.

“Completion” means the City of Dallas has issued a certificate of occupancy allowing the use of the Parking Garage for its intended use.

“Construction Loan Agreement” means that certain Construction Loan Agreement dated as of November 19, 2014, between PlainsCapital as lender and MOB Owner and MedBuilding, Ltd. as borrowers, as amended from time to time.

“PlainsCapital” means PlainsCapital Bank, and its successors and assigns, which is providing financing to MOB Owner for the construction of the MOB and the Parking Garage and which has a lien on MOB Owner’s leasehold interest in the MOB Parcel and on the MOB and the Parking Garage.

“Parking Spaces” means 80 parking spaces in the Parking Garage that shall be unreserved but that may be located in a particular location in the Parking Garage as determined by mutual agreement of TAMUS and MOB Owner.

“TAMUS Users” means TAMUS’ employees, agents, tenants, students, guests and invitees.
2. **Commencement Date.** Immediately upon Completion of the Parking Garage, MOB Owner shall give TAMUS written notice of the date on which Completion of the Parking Garage occurred.

3. **Parking.** Effective as of the Commencement Date and for a term ending on the day prior to the third anniversary of the Commencement Date (“Term”), MOB Owner hereby grants to TAMUS for the benefit of the TAMUS Users a non-exclusive right for the parking of automobiles in the Parking Spaces in the Parking Garage, subject to the terms and conditions of this Agreement. Usage of the Parking Spaces by TAMUS Users shall be by self-park. MOB Owner reserves the right to grant other non-exclusive or exclusive easements for parking of motor vehicles within the Parking Garage; provided, however, in no event shall such easements negatively impact the rights granted herein to TAMUS for the benefit of the TAMUS Users to any material extent. Nothing contained herein is intended nor shall it be construed as creating any rights in or for the benefit of the general public.

4. **Access.** During the Term of this Agreement, MOB Owner hereby grants to TAMUS for the benefit of the TAMUS Users a non-exclusive right for vehicular and pedestrian ingress and egress to and from the Parking Spaces, over and across the driveways and walkways in the Parking Garage (as same may be relocated by MOB Owner from time to time) as reasonably necessary to permit access to and from the Parking Spaces, subject to the terms and conditions of this Agreement. MOB Owner reserves the right to grant other non-exclusive or exclusive easements for vehicular and pedestrian access within the Parking Garage; provided, however, in no event shall such easements negatively impact the easements granted herein to the TAMUS for the benefit of the TAMUS Users to any material extent. Nothing contained herein is intended nor shall it be construed as creating any rights in or for the benefit of the general public.

5. **Compensation for Parking Spaces.** Commencing on the Commencement Date, TAMUS shall pay to MOB Owner a monthly amount equal to $8,000.00 per month ($100.00 times the 80 Parking Spaces), payable monthly in advance on each monthly anniversary of the Commencement Date.

6. **Maintenance.** MOB Owner shall maintain the Parking Garage in good condition and repair, in accordance with the standards necessary to comply with all applicable laws, codes and ordinances. Such responsibilities shall include, without limitation, sweeping, cleaning, repairing and re-stripping the Parking Garage. MOB Owner reserves the right to re-stripe, renovate or reconfigure the Parking Garage at such times as MOB Owner deems necessary or desirable, but MOB Owner shall perform such work so as to not unreasonably interfere with or restrict the use of the Parking Spaces by the TAMUS Users.

7. **Negligence.** Neither MOB Owner nor TAMUS is liable for the negligent acts or omissions of the other party, its officers, employees, licensees, invitees, or agents which cause the death, bodily injury, or illness of any person or damage to or destruction of any property. This Agreement does not create a joint venture, partnership, agency, or other legal relationship between MOB Owner and TAMUS other than one of lessor and lessee.
8. **Insurance.** MOB Owner will, at its sole expense, maintain insurance for protection of its interest in the Parking Garage, but MOB Owner has no obligation to provide property, liability, or any other insurance to cover the interests of TAMUS or its respective agents, employees, licensees, invites, representatives, successors, or assigns. Neither party is entitled to receive any proceeds of any insurance the other party may maintain on the Parking Garage, tenant improvements, nor other property maintained at the Parking Garage. No insurance carrier of either party has a right of subrogation against the other party to this Agreement.

9. **Compliance with Laws.** Each of MOB Owner and TAMUS agrees to comply with all laws, ordinances, rules, and regulations pertaining to the Parking Garage.

10. **Parking Operations.** In order to provide for the orderly use of the Parking Garage, MOB Owner reserves the right to implement and enforce reasonable parking rules and regulations relating thereto from time to time.

11. **Party Representatives.** For all matters pertaining to this Agreement, each Party shall be represented by one (1) individual who shall be the contact person for that Party during the entire construction and development phase. Each Party may designate a new representative by providing written notice thereof, along with such individual’s contact information. Any approval or information sought from a Party, or any notice to be given to or received by a Party, shall be deemed given or obtained if received from such designated representative. Initially, each Party’s representative shall be as follows:

   **MOB Owner:**
   
   Gary Worsham  
   Worsham Realty, LLC  
   11700 Preston Road, Suite 660-386  
   Dallas, Texas 75230  
   Telephone: 214-797-5651

   **TAMUS:**
   
   Texas A&M Health Science Center  
   Attn: Raye Milburn  
   8441 SH-47  
   Bryan, Texas 77807

12. **Subordination.** This Agreement is subject and subordinate to the MOB Ground Lease. Any mortgage, deed of trust, ground lease, or other lease hereafter granted or entered into with respect to the MOB Parcel shall be subject, subordinate, and inferior to the easements, rights, benefits, and obligations created hereby, and the foreclosure under any such mortgage or deed of trust shall not extinguish or impair the easements, rights, benefits, and obligations created by this Agreement.

13. **Timing.** The Parties acknowledge that time is of the essence with respect to this Agreement and the terms and provisions hereof.

14. **Termination.** Either party may terminate this Agreement by giving the other ninety (90) day written notification. Upon the expiration or termination of this Agreement for whatever cause, but subject to the casualty damage, TAMUS must immediately surrender the Parking Spaces in good order, condition and repair, except for ordinary wear and tear only.
15. **Attorney’s Fees.** If any action is brought by a Party against the other Party, relating to or arising out of this Agreement, the transaction described herein or the enforcement hereof, the prevailing Party, to the extent permitted by the Constitution and laws of the State of Texas, shall be entitled to recover from the other Party reasonable attorneys’ fees, costs and expenses incurred in connection with the prosecution or defense of such action. For purposes of this Agreement, the term “attorneys’ fees” or “attorneys’ fees and costs” shall mean the fees and expenses of counsel to the Parties hereto, which may include printing, photostatting, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Paragraph 15 shall survive the entry of any judgment, and shall not merge, or be deemed to have merged, into any judgment.

16. **Notices.** All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the address set forth below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier, (b) sent by facsimile, in which case notice shall be deemed delivered upon receipt by the transmitting Party of confirmation of transmission of such notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. A Party’s address may be changed by written notice to the other Party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Notices given by counsel to a Party shall be deemed given by such Party.

**TAMUS:**
Texas A&M Health Science Center  
Attn: Raye Milburn  
8441 SH-47  
Bryan, Texas 77807  
Ph: (979) 436-9204

Texas A&M Baylor College of Dentistry  
Facilities Services  
Attn: Dale Christensen  
3302 Gaston Avenue  
Dallas, Texas 75246

**with copy to:**
The Texas A&M University System  
Attn: System Real Estate  
301 Tarrow, 6th Floor  
College Station, Texas 77840-7896  
Ph: (979) 458-6350  
Email: sreo@tamus.edu
MOB Owner: Gaston MOB, LLC
c/o Gary Worsham
11700 Preston Road, Suite 660, PMB 386
Dallas, Texas 75230

with a copy to:

Dr. Raymon Aggarwal
3417 Gaston Avenue
Dallas, Texas 75204

with copies to: Carrington Coleman
c/o David G. Drumm
901 Main Street, Suite 5500
Dallas, Texas 75202

Notices delivered by a party’s counsel on behalf of such party shall be deemed delivered by said party.

17. **Successors and Assigns.** Subject to termination of this Agreement as provided herein and the rights and obligations of the Parties hereto shall be binding upon and shall inure to the benefit of the successors and assigns of each of the Parties hereto.

18. **Limitation on Obligations.** The obligations of MOB Owner hereunder shall be limited to those obligations accruing during the period of its leasehold interest in the MOB Parcel, and upon the termination or conveyance of such leasehold interest, MOB Owner’s rights and obligations with respect to the Parking Garage shall cease and terminate effective as of and from and after the date of such conveyance, except for liabilities and obligations which had accrued as of such date, but in the event of a conveyance of such leasehold interests, shall be binding upon and shall inure to the benefit of its successors and assigns.

19. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas. This Agreement is performable in Dallas County, Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMUS shall be in the county in which the primary office of the chief executive officer of TAMUS is located.

20. **Relationship.** The Parties hereunder are independent parties acting at arms’ length in good faith for their mutual benefit, and no relationship of partnership, joint venture, co-ownership, principal and agent or otherwise is intended or shall be construed or inferred.

21. **Counterparts; Facsimile Signatures.** This Agreement may be executed in multiple counterparts and by the Parties on separate counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same agreement. The Parties may execute and deliver this Agreement by forwarding signed facsimile copies of this Agreement. Such facsimile signatures shall have the same binding effect as original signatures, and the Parties hereby waive any defense to validity based on any such copies or signatures.
22. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

23. **Amendment.** This Agreement and the rights and interests granted hereunder may only be amended by a written instrument executed jointly by all of the Parties, and the first mortgage lienholder of the MOB Parcel.

24. **Entire Agreement.** This Agreement embodies the entire agreement between the Parties relating to the subject matter hereof, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof.

25. **Force Majeure.** In the event any Party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of acts of God, strikes, lockouts, unavailability of labor or materials, failure of power, governmental laws or regulations, riots, insurrections, the act or failure to act of the other Party, adverse weather conditions preventing the performance of work as certified to by an architect, war or other reason beyond such Party’s control, then the time for performance of such act shall be extended for a period of equivalent to the period of such delay.

26. **TAMUS Default.** Each of the following acts, omissions, or occurrences constitutes an “Event of Default.”

   (a) Failure or refusal by TAMUS to timely pay Rent or any other sums when due, after written notice and thirty (30) days opportunity to cure;

   (b) Failure or refusal by TAMUS to timely and fully perform or observe any covenant, duty, or obligation of this Agreement, for a period of thirty (30) days after TAMUS’ receipt of written notice of such failure or refusal;

   (c) Abandoning or vacating the Parking Premises or any significant portion of it and failure to fully cure such abandonment or vacating within thirty (30) days after written notice from MOB Owner.

27. **Cancellation.** If an Event of Default occurs and remains unsecured within the time period provided above, MOB Owner may, at its option, in addition to all other rights and remedies provided or in law or equity, cancel this Agreement by sending written notice of such termination to TAMUS. TAMUS will immediately surrender possession of the Parking Spaces to MOB Owner.

28. **MOB Owner Default.** Failure or refusal by MOB Owner to timely and fully perform or observe any covenant, duty, or obligation of MOB Owner under this Agreement for a period of thirty (30) days after MOB Owner’s receipt of written notice of such failure or refusal will be an “Event of Default” by MOB Owner. If MOB Owner fails to cure any default after notice, or after having commenced fails to exercise reasonable diligence to complete such cure,
TAMUS may, as its exclusive remedy, terminate this Agreement by sending written notice to
MOB Owner.

29. Franchise Taxes. Gaston MOB certifies that, upon the Effective Date of this
Agreement, either Gaston MOB (1) is not delinquent in payment of State of Texas corporate
franchise taxes, or (2) is not subject to the payment of such taxes. Gaston MOB agrees that any
false statement with respect to franchise tax status shall be a material breach, and TAMUS may
terminate this Agreement upon written notice to Gaston MOB.

30. Delinquencies. Gaston MOB expressly acknowledges that a child support
obligor who is more than thirty (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 twenty-five percent (25%) 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. Pursuant to Section 231.006, Texas Family Code, Gaston MOB 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.

31. Official Relationships. Gaston MOB acknowledges that Texas law prohibits
contracts between TAMUS and its officers, and such prohibition extends to contracts with any
partnership, corporation, or other organization in which any such officer has an interest. Gaston
MOB certifies (and this Agreement is made in reliance on such certification) neither Gaston
MOB nor any person having an interest in this Agreement by, through, or under Gaston MOB, is
an officer of TAMUS.

32. Debts or Delinquencies. Pursuant to Section 2252.903, Texas Government Code,
Gaston MOB agrees that any payments owing to Gaston MOB under this Agreement may be
applied directly toward certain debts or delinquencies, if any, that Gaston MOB 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.

33. Franchise Tax Certification. If Gaston MOB is a taxable entity subject to the
Texas Franchise Tax (Chapter 171, Texas Tax Code), then Gaston MOB certifies that it is not
currently delinquent in the payment of any franchise taxes or that Gaston MOB is exempt from
the payment of franchise (margin) taxes. Gaston MOB is not a taxable entity subject to such tax.

34. Debarment. Gaston MOB represents and warrants, to the best of its knowledge
and belief, that neither Gaston MOB 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. Gaston MOB shall provide immediate written
notice to TAMUS if, at any time Gaston MOB 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 Gaston MOB knowingly made a false representation, in addition to other remedies available to TAMUS, TAMUS may terminate this Lease.

35. **Loss of Funding.** Performance by TAMUS under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, then TAMUS will issue written notice to Gaston MOB or TAMUS may terminate this Agreement by giving written notice of termination to the other party and thereafter, neither party will have further duty or obligation hereunder except as to any then existing unfulfilled obligations hereunder. Gaston MOB acknowledges that appropriation of funds is beyond the control of TAMUS.

36. **Agency of Texas.** Gaston MOB expressly acknowledges TAMUS is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMUS of its right to claim such exemptions, privileges, and immunities as may be provided by law.

[Signature page follows]
IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of the date first set forth above.

MOB Owner:

GASTON MOB, LLC,
A Texas limited liability company

By: MEDGASTON, LLC,
a Texas limited liability company,
its Managing Member

By: RTT Financial, Inc.,
a Texas corporation,
its Manager

By: 
Name: 
Title: 

System Real Estate Office
OFFICIAL DOCUMENT
IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of the date first set forth above.

PlainsCapital consents to this Agreement in accordance with the terms of the Construction Loan Agreement and executes this Agreement only in such capacity.

PLAINSCAPITAL BANK, a Texas state banking association

By: [Signature]
Name: Thomas Ricks
Title: Executive Vice President
IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of the date first set forth above.

TAMUS:

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

By: 6/30/2016
Barry C. Nelson
Vice President for Finance and Administration, The Texas A&M University System Health Science Center

RECOMMENDED APPROVAL:

Lawrence E. Wolinsky, D.M.D., Ph.D.
Dean
Texas A&M University
Baylor College of Dentistry

APPROVED AS TO FORM:

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

MOB PARCEL
LEASE AREA
2.641 ACRE TRACT
Part of City Block 760 and Block A762,
Gaston Episcopal Hospital Addition
John Grigsby Survey, Abstract No. 495
City of Dallas, Dallas County, Texas

DESCRIPTION, of a 2.641 acre tract of land situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas and being part of Block 760, Official Block Numbers of the City of Dallas, Texas; said tract being part of Block A762, Gaston Episcopal Hospital Addition, an addition to the City of Dallas, Texas according to the plat recorded in Volume 8404, Page 3228 of the Deed Records of Dallas County, Texas; said tract also being part of those tracts of land described in Warranty Deeds to Baylor Health Care System recorded in Volume 87013, Page 511, Volume 89235, Page 1668 and Volume 91002, Page 2654, all of the Deed Records of Dallas County, Texas; part of those tracts of land described in Warranty Deeds to Baylor University Medical Center recorded in Volume 851, Page 145, Volume 849, Page 78 and Volume 384, Page 262, all of said Deed Records; part of that tract of land described as "Tract One" in Correction Special Warranty Deed to Gaston Episcopal Hospital recorded in Volume 88092, Page 727 of said Deed Records; said 2.641 acre tract being more particularly described as follows (bearing system is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Zone, 4202 State Plane Surface Bearings, utilizing the standard TXDOT scale factor of 1.000136506):

COMMENCING, at a 3-inch aluminum disk stamped "RAYMOND L. GOODSON, JR. INC - BUMC-BIR" found at the intersection of the southeast right-of-way line of Floyd Street (a 50-foot wide right-of-way) and the northeast right-of-way line of N. Hall Street (a variable width right-of-way);

THENCE, North 44 degrees, 10 minutes, 00 seconds East, along the said southeast line of Floyd Street, a distance of 134.32 feet to the POINT OF BEGINNING;

THENCE, North 44 degrees, 10 minutes, 00 seconds East, continuing along the said southeast line of Floyd Street, a distance of 198.54 feet to a point for corner;

THENCE, South 45 degrees, 32 minutes, 00 seconds East, departing the said southeast line of Floyd Street, a distance of 15503 feet to a point for corner;

THENCE, North 44 degrees, 28 minutes, 00 seconds East, a distance of 284.97 feet to a point for corner;

THENCE, North 46 degrees, 32 minutes, 00 seconds West, a distance of 156.53 feet to a point for corner in the said southeast line of Floyd Street;

THENCE, North 44 degrees, 10 minutes, 00 seconds East, along the said southeast line of Floyd Street, a distance of 116.12 feet to a point for corner;

THENCE, South 45 degrees, 32 minutes, 00 seconds East, departing the said southeast line of Floyd Street, a distance of 295.31 feet to a point for corner in the northwest right-of-way line of Gaston Avenue (a variable width right-of-way);

THENCE, in a southwesterly direction along the said northwest line of Gaston Avenue, the following five (5) calls:

Sheet 1 of 2
LEASE AREA
2.641 ACRE TRACT
(continued)

South 44 degrees, 28 minutes, 00 seconds West, a distance of 125.01 feet to a 3-inch aluminum disk stamped "RAYMOND L. GOODSON, JR. INC - BUMC-BIR" found for corner;

South 44 degrees, 50 minutes, 00 seconds East, a distance of 2.01 feet to a 1/2-inch iron rod found for corner;

South 44 degrees, 28 minutes, 00 seconds West, a distance of 410.00 feet to a 3-inch aluminum disk stamped "RAYMOND L. GOODSON, JR. INC - BUMC-BIR" found for corner;

North 44 degrees, 50 minutes, 00 seconds West, a distance of 2.00 feet to a 3-inch aluminum disk stamped "RAYMOND L. GOODSON, JR. INC - BUMC-BIR" found for corner;

South 44 degrees, 28 minutes, 00 seconds West, a distance of 4.62 feet to a point for corner;

THEN CE, North 45 degrees, 32 minutes, 00 seconds West, departing the said northwest line of Gaston Avenue, a distance of 292.50 feet to the POINT OF BEGINNING; CONTAINING: 115,028 square feet or 2.641 acres of land, more or less.
VISUAL COMPLIANCE RESTRICTED PARTY SCREENING

Search criteria: Medbuilding Ltd (Exact match)
[Export, Sanctions, GSA, Police, PEP and International data groups]

Date of search: Wednesday, November 30, 2016
Time of search: 02:51 PM EDT
Report created by: SUSAN WARREN, TEXAS A&M - HEALTH SCIENCE CENTER

NO MATCHING RECORDS FOUND

AUTHORITIES:

- Department of Commerce Denied Persons [BIS]
- Department of Commerce Entity List [BIS]
- Department of Commerce "Unverified" List [BIS]
- Department of State Arms Export Control Act Debarred Parties [DDTC]
- Department of State Munitions Export Control Orders [DDTC]
- Department of State Nonproliferation Orders
- Department of State Iran Sanctions (ISA and TRA)
- WMD Trade Control Designations [OFAC]
- Department of State Designated Terrorist Organizations
- Department of State Terrorist Exclusion List
- Palestinian Legislative Council List [OFAC]
- Federal Register General Orders
- Specially Designated Nationals and Blocked Persons [OFAC]
- Foreign Sanctions Evaders List (FSE-IR) [OFAC]
- Sectoral Sanctions Identifications List (UKRAINE-EO13662) [OFAC]
- Persons Identified as Blocked Solely Pursuant to Executive Order 13599 [OFAC]
- United Nations Consolidated List
- GSA Parties Excluded from Federal Procurement Programs [SAM/EPLS]
- GSA Parties Excluded from Federal Nonprocurement Programs [SAM/EPLS]
- GSA Parties Excluded from Federal Reciprocal Programs [SAM/EPLS]
- Air Force Special Investigations - Top Ten Fugitives
- Alcohol, Tobacco, Firearms and Explosives Most Wanted
- FBI Ten Most Wanted Fugitives
- FBI Most Wanted Terrorists
- FBI Kidnappings and Missing Persons
- FBI Seeking Information
- FBI Wanted Fugitives
- Food and Drug Administration – Clinical Investigators
- Food and Drug Administration – Debarment List
- Food and Drug Administration – Disqualified and Restricted
- Homeland Security Investigations Most Wanted
- Naval Criminal Investigative Service – Wanted Fugitives
- U.S. Immigration and Customs Enforcement Most Wanted
- U.S. Drug Enforcement – Major International Fugitives
- U.S. Marshals Service – Major Fugitive Cases
- U.S. Marshals Service – Top 15 Most Wanted
- Office of Research Integrity PHS Administrative Actions
- U.S. Postal Inspection Service – Most Wanted
- U.S. Secret Service Most Wanted
- OIG Entities Excluded from Federal Health and Medicare Programs
- CIA Chiefs of State and Cabinet Members of Foreign Governments [Politically Exposed Persons]
- Japan Foreign End-Users of Concern
- Kingdom of Saudi Arabia Wanted Militants
- CPSEP Listed Entities
- Australia Foreign Affairs Consolidated List
- European Union Consolidated List
- Interpol Recently Wanted
- HM Treasury Consolidated List [England]
- Canadian Economic Sanctions
- Canadian Border Services Agency Wanted List
- RCMP Wanted Fugitives
- FinCEN (USA PATRIOT Act) Section 311 - Special Measures
- World Bank Listing of Ineligible Firms
- OSFI Consolidated List – Entities
- OSFI Consolidated List – Individuals
- OSFI Warning List
# Purchasing

## DEBARRED VENDOR LIST

The following vendors shown below are debarred from doing business with the State of Texas, effective from the date of debarment for the length of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in Rule §20.102(b)(4).

<table>
<thead>
<tr>
<th>Vendor ID Number</th>
<th>Vendor Name/Address</th>
<th>Date of Debarment</th>
<th>Length of Debarment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1562456928900</td>
<td>Smith Housewares and Restaurant Supplies 500 Erie Blvd. Syracuse, NY 13202</td>
<td>November 12, 2014</td>
<td>5 Years</td>
</tr>
<tr>
<td>1743261315000</td>
<td>Walker's Electric Company 1520 Park St Beaumont TX 77701 Also: Walkers Electric Company Calvin G. Walker Stacy Walker</td>
<td>August 28, 2012</td>
<td>5 Years</td>
</tr>
</tbody>
</table>
Debarred Vendor List

| 1760677671800 | Texas Code Blue  
5550 Eastex Fwy, Suite #  
L  
Beaumont, TX 77708-53 00 | October 24, 2016 | 5 Years |

Download Debarred Vendor List [comptroller.texas.gov/purchasing/docs/debarred-vendor-list.pdf].

Federal Exclusion

Agencies and co-op members may wish to check the list of vendors excluded from doing business on the federal level. The System for Award Management, or SAM ⁣, can be used as a resource for purchasing entities.

According to Statewide Procurement Division rules, other debarment activities from other entities may be considered as possible indicators of vendor responsibility.

Vendor Information on Payments

The Search State Payments Issued application provides vendors with payment details.

They can also sign up in the application for Advance Payment Notification.

Texas Government Code §2155.077 ⁣