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

This Agreement for Lease of Space (this "Lease") is by and between CRYSTAL PARK PLAZA LLC, a Texas limited liability company, as the landlord ("LANDLORD") and the BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas, as the tenant ("TAMUS"), for the use and benefit of Texas A&M University Health Science Center (HSC).

ARTICLE 1
PREMISES

1.1 Description of Premises. LANDLORD, in consideration of the rents and mutual covenants and obligations of this Lease, hereby leases to TAMUS the following described premises (the "Premises"):

13,956 square feet of net rentable area as depicted on the floor plan attached hereto as Exhibit "A", in the building known as Crystal Park Plaza (the "Building"), located at 2700 Earl Rudder Freeway South, Suite 3000, College Station, Texas 77843, Brazos County, Texas, 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 Tract 49 in the M. Rector Survey, A-4601, Brazos County, Texas (the "Land").

1.2 INTENTIONALLY DELETED

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

1.4 Taxes. LANDLORD is solely responsible for all ad valorem real property taxes and assessments, or other taxes and assessments levied against the Building, the Premises and the Land.

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

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

1.7 Extermination Services. LANDLORD will provide extermination services to the Premises at intervals specified by LANDLORD in writing to TAMUS. If the specified intervals
are not sufficient to eradicate pests, **LANDLORD** will provide additional extermination service upon **TAMUS**' request.

**ARTICLE 2**

**TERM**

2.1 Initial Term. The term of this Lease will be for three years commencing on November 1, 2016 (the "Commencement Date") and shall expire on October 31, 2019 (the "Term", which definition shall include no renewals of the initial Term), unless sooner terminated in accordance with the terms of this Lease.

2.2 Early Termination. **TAMUS** may terminate this Lease with no penalty by providing written notice to **LANDLORD** at least 180 days in advance of the termination date.

2.3 INTENTIONALLY DELETED

**ARTICLE 3**

**RENT**

3.1 Rent. During the Term of this Lease, **TAMUS** agrees to pay **LANDLORD** in advance, no later than the fifth day of each month, rent in the amount of $22,097.00 per month; provided that the first monthly payment is due on or before the Commencement Date. Rent for any partial month shall be prorated. **LANDLORD** agrees to submit monthly statements for rent to **TAMUS** at the address set forth in Section 13.13, or at such other address as designated in a written notice to **LANDLORD**.

3.2 Rent Escalation. None.

3.3 Additional Rent. For the calendar year 2018 and each calendar year thereafter during the term of this Lease, **TAMUS** shall pay an amount (per each rentable square foot in the Premises) ("Additional Rent") equal to the difference between the Operating Costs (defined below) per rentable square foot in the Building for that year and Operating Costs for calendar year 2017. Notwithstanding anything to the contrary contained in this Section, increases in "Controllable Operating Costs" (as hereinafter defined) on which the **TAMUS**'s share is based during the Term of this Lease (including any extension term of this Lease) shall not exceed six percent (6%) per annum on a "non-cumulative" basis. "Controllable Operating Costs" shall be all Operating Costs except taxes and assessments and governmental charges, the cost of utilities, and the cost of insurance.

3.3.1 The term "Operating Costs" shall mean all expenses and disbursements (subject to the limitations set forth below) that **LANDLORD** incurs in connection with the ownership,
operation, and maintenance of the Building, determined in accordance with sound accounting principles consistently applied, including, but not limited to, the following costs: (A) wages and salaries (including reasonable management fees calculated in the same manner from year to year consistent with fees expended by owners of comparable office buildings in the location, but not to exceed 5%) of all employees engaged solely in the operation, maintenance, and security of the Building, including taxes, insurance and benefits relating thereto; (B) all supplies and materials used in the operation, maintenance, repair, replacement, and security of the Building except as otherwise provided herein; (C) costs for improvements made to the Building which, although capital in nature, will reduce the normal operating costs of the Building, as amortized over the useful economic life of such improvements as determined by LANDLORD in its reasonable business judgment in accordance with generally accepted accounting principles; (D) cost of all utilities, except the cost of utilities reimbursable to LANDLORD by the Building's tenants other than pursuant to a provision similar to this Section 3.3.1(D); (E) insurance expenses incurred in compliance with the requirements of this Lease; (F) repairs and general maintenance of the Building excluding replacements of capital items (except as expressly permitted by this Section); (G) service or maintenance contracts with independent contractors for the operation, maintenance, repair, and security of the Building (including, without limitation, alarm service, window cleaning, and elevator maintenance); and (H) all taxes and assessments and governmental charges (except as expressly provided otherwise hereinafter) attributable to the Building or the Land or the Building’s operation, whether federal, state, county or municipal, and whether it be by taxing districts or authorities presently taxing the Building or Land or subsequently created or otherwise, and any other taxes, association dues and assessments attributable to the Building or the Land or the Building’s operation; provided, that the amount of franchise or state income tax includable in Operating Expenses shall be limited to the amount imposed on the rent collected by LANDLORD from the tenants of the Building in lieu of real property ad valorem taxes in accordance with Texas law.

Operating Costs shall not include costs for (i) capital improvements made to the Building, other than capital improvements described in the preceding paragraph and except for items which are generally considered maintenance and repair items, such as painting of common areas, replacement of carpet in elevator lobbies, and the like; (ii) repair, replacements and general maintenance paid by proceeds of insurance or by TAMUS or other third parties; (iii) interest, amortization or other payments on loans to LANDLORD; (iv) depreciation; (v) commissions; (vi) legal or accounting expenses for services, other than those that benefit the Building tenants generally (e.g., tax disputes); (vii) renovating or otherwise improving space for occupants of the Building or vacant space in the Building; (viii) the costs incurred by LANDLORD to bring the Building, the Land or any equipment maintained therein in compliance with laws, ordinances, rules, regulations, requirements, directives, guidelines and orders in effect and applicable to the Building as of the date of this Lease; (ix) the cost of any services or materials supplied to other tenants and not to TAMUS; (x) the cost of any services or materials for which LANDLORD receives reimbursement from other sources; (xi) depreciation on the Building or any equipment maintained therein except as permitted by Section 3.3.1(C); (xii) federal taxes imposed on or measured by the income of LANDLORD from the operation of the Building; (xiii) repairs, alterations, additions, improvements, replacements made to rectify or correct any defect in the original design, materials or workmanship of the Building (but not including repairs, alterations, additions, improvements or replacements made as a result of ordinary wear and tear); (xiv)
damage and repairs attributable to fire or other casualty to the extent paid by TAMUS or other third parties; (xv) damage and repairs necessitated by the negligence or willful misconduct of LANDLORD, LANDLORD's employees, contractors or agents; (xvi) executive salaries or salaries of service personnel to the extent that such personnel perform services not solely in connection with the management, operation, repair or maintenance of the Building; (xvii) LANDLORD's general overhead expenses not related to the Building; (xviii) costs (including permit, license and inspection fees) incurred in renovating or otherwise improving, decorating or painting or altering space for tenants or other occupants or of vacant space (excluding common areas) in the Building; (xix) costs incurred due to a violation by LANDLORD or any other tenant of the Building of the terms and conditions of a lease; (xx) cost of any service provided to TAMUS or other occupants of the Building for which LANDLORD is reimbursed; and (xxi) any other expense which, under generally accepted accounting principles applicable to real estate operations, would not be considered a reasonable maintenance and operating expense. LANDLORD shall not collect in excess of one hundred percent (100%) of Operating Costs and shall not recover any item of cost more than once. It is agreed that in the event the Building is not fully occupied during any year or any portion of any year of the Term, an adjustment shall be made in computing the Operating Costs of that year so that Operating Costs shall be increased for that year to the amount that would be incurred had the Building been fully occupied during the entirety of that year.

3.3.2 Immediately prior to the beginning of each calendar year during the term of this Lease, beginning with the calendar year 2017, LANDLORD shall make a good faith estimate of the Additional Rent to be due by TAMUS for the upcoming calendar year or part thereof during the Term, and shall notify TAMUS of such amount. TAMUS shall pay to LANDLORD, on the first day of each calendar month during that year, an amount equal to the estimated Additional Rent for such calendar year or part thereof divided by the number of months therein. Any amounts paid based on such an estimate shall be subject to adjustment as herein provided when actual Operating Costs are available for the calendar year. Notwithstanding anything to the contrary contained in this Section 3.3.2, increases in Controllable Operating Costs on which the TAMUS's share is based during the Term of this Lease (including any extension term of this Lease) shall not exceed six percent (6%) per annum on a "non-cumulative" basis.

3.3.3 As soon as is practical after the end of each calendar year, beginning with the calendar year 2016, but in any event not later than June 1 of the following year, LANDLORD shall furnish to TAMUS a written statement outlining Operating Costs for the previous year (the "Operating Costs Statement"). If the Operating Costs Statement reveals that TAMUS paid more for Operating Costs than the actual amount for the year for which such statement was prepared, then LANDLORD shall promptly remit such sum to TAMUS along with the Operating Costs Statement; likewise, if TAMUS paid less for Operating Costs than the actual amount for the year, then TAMUS shall promptly (but no longer than sixty (60) days after receipt of the Operating Costs Statement) pay LANDLORD such deficiency. In the event TAMUS questions the accuracy of the Operating Costs submitted by LANDLORD, TAMUS, at TAMUS's sole cost and expense, may hire an independent certified public accountant to examine the books and records from which such statement was prepared. Such examination shall take place at the office of LANDLORD's accountant in College Station, Texas, or at any other place that such books and records may be kept. The pendency of an examination shall not of itself alter the amounts
due or extend the time for payments; however, should TAMUS’s independent accountant determine that LANDLORD overstated its statement of Operating Costs, then LANDLORD shall refund any overpayment made by TAMUS. TAMUS shall pay for the cost of its independent accountant unless the Operating Costs were misstated by three percent (3%) or more in which case LANDLORD shall pay the reasonable fee of TAMUS’s independent accountant within thirty (30) days after receipt of written demand by TAMUS. In the event LANDLORD fails to submit an annual statement as provided hereinabove, TAMUS may, upon written notice to LANDLORD, withhold further monthly payments of Operating Costs until such annual statement has been submitted.

3.3.4 TAMUS shall be responsible for Additional Rent for fractional years occurring at the expiration of the Term of this Lease.

3.4 Availability of Funding. This Lease is made and entered into in accordance with the authority that was delegated by the Texas Facilities Commission under Section 2167.005 of the Texas Government Code, and Title 1, Texas Administrative Code §115.4, and is contingent upon the continuation of federally funded programs and/or the appropriation of funds by the Texas Legislature to cover the full term and cost of this Lease. In the event a curtailment of federally funded programs occurs, or in the event state appropriations are unavailable to TAMUS or the University, TAMUS may terminate this Lease upon written notice to LANDLORD, or may assign this Lease, or sublet the Premises, or any part of the Premises, to another agency of the State of Texas.

ARTICLE 4
COVENANTS AND OBLIGATIONS OF LANDLORD

4.1 Quiet Enjoyment. LANDLORD covenants and agrees that so long as TAMUS is not in default under the terms of this Lease, TAMUS shall peaceably and quietly have, hold and enjoy the Premises for the term of this Lease. LANDLORD further covenants and agrees that during the term of this Lease, LANDLORD will not lease, rent, demise, sell, or otherwise furnish space in the Building, or any adjacent building owned or controlled by LANDLORD, to any entity that (i) creates or may be expected to create noise, odors or a hazardous condition injurious to TAMUS, its employees, agents, representatives, customers, invitees or guests, or disruptive to TAMUS’s use of the Premises, or (ii) that provides services to a clientele that engages in harassment of TAMUS’s employees, agents, representatives, clients, invitees or guests.

4.2 Title to Premises. LANDLORD covenants and agrees that it has good and sufficient title and exclusively holds the authority, right, and ability to rent, lease, or otherwise furnish the Premises to TAMUS.

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

4.4  INTENTIONALLY DELETED

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

LANDLORD shall indemnify TAMUS from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims and for fees of attorneys, consultants, and experts) arising during or after the lease term from or in connection with the presence or suspected presence of Hazardous Substances in or on the Premises, unless the Hazardous Substances are present as a result of negligence, willful misconduct, or other acts of TAMUS or TAMUS’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 TAMUS, TAMUS’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  Landlord’s Maintenance Obligations. LANDLORD shall maintain the Building (expressly including the common areas, parking and landscaping) and the Premises, excepting normal wear and tear, 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 TAMUS, its agents or employees, which shall be the responsibility of TAMUS. For emergency and security purposes,
and for maintaining the Premises, **LANDLORD** reserves the right, at reasonable times, to enter and inspect the Premises and to make any necessary repairs or adjustments.

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

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

5.2 **Landlord's Failure to Maintain.** In the event **LANDLORD** fails to maintain the Building and the Premises as required, **TAMUS** shall give written notice thereof to **LANDLORD** and if **LANDLORD** fails to commence such maintenance within 10 days following receipt of such notice or neglects to prosecute the completion of such maintenance with reasonable diligence, **TAMUS** may perform such maintenance. **TAMUS** may, in the event of an emergency, immediately make those repairs reasonably necessary to secure the Premises. The costs incurred by **TAMUS**, together with interest at the maximum lawful rate, shall be paid by **LANDLORD** to **TAMUS** upon demand and if not paid to **TAMUS** within 10 days after receipt by **LANDLORD** of a statement therefore, **TAMUS** may deduct such cost, together with interest at the maximum lawful rate, from subsequent installments of rent. **TAMUS** shall also have the remedies set forth in Article 12.

**ARTICLE 6**
**CONDEMNATION**

If the Building, the Land or any part of the Building or the Land, shall be lawfully taken or condemned (or conveyed under threat of such taking or condemnation) for any public or quasi-public use or purpose, this Lease shall terminate on the date of the taking of possession by the condemning authority; provided, that if **TAMUS** determines in its sole discretion that the Premises can be used for its purposes following the taking of possession, then **TAMUS** may, by written notice to **LANDLORD**, opt to continue this Lease provided that **LANDLORD** consents to such continuation. If **TAMUS** opts to continue this Lease, it shall give written notice to **LANDLORD** prior to the taking of possession by the condemning authority and, if **LANDLORD** consents to such continuation, the rent shall be equitably adjusted. Alternatively,
if **LANDLORD** is willing and able to provide space suitable for TAMUS’s use, in TAMUS’s sole opinion, **TAMUS** may elect to rent such other space under the same terms, conditions, and rent as this Lease, or such other terms, conditions and rent as the parties may agree.

**ARTICLE 7**

**CASUALTY**

7.1 **Damages to the Building or the Premises.** If the Building or the Premises are damaged by fire or other casualty, and **TAMUS** determines in its sole discretion that it is prevented from using the Premises in a manner reasonably comparable to its use immediately before such fire or other casualty, **TAMUS** may terminate this Lease by written notice to **LANDLORD** delivered within 30 days following the date of such fire or other casualty. If **TAMUS** decides, in its sole discretion, not to terminate this Lease, then **TAMUS** shall give written notice to **LANDLORD** within that 30-day period, and **LANDLORD** shall, at its expense and within 25 days following the date of such written notice, commence to rebuild or restore the Premises to substantially the condition of the Premises prior to the fire or other casualty. The rent payable by **TAMUS** during repairs and restoration will be equitably adjusted. If **LANDLORD** fails to complete the rebuilding or restoration within 150 days following the date of **TAMUS**’s written notice, **TAMUS** shall have the right to terminate this Lease by written notice delivered to **LANDLORD** within 15 days following the end of that 150-day period. If **TAMUS** decides to terminate this Lease, all rent and other charges will be prorated as of the date of the casualty. Alternatively, if **LANDLORD** is able to provide space suitable for **TAMUS**’s use, in **TAMUS**’s sole opinion, **TAMUS** may elect to rent such space under the same terms, conditions, and rental amount as this Lease, or upon such other terms, conditions and rent as the parties may agree. Notwithstanding anything in this Section 7.1 to the contrary, in the event of a casualty after which **LANDLORD** determines, in its reasonable discretion, (i) that the Building and/or Premises cannot be satisfactorily repaired or restored within such 150 day period or (ii) that it is not economically feasible to repair or restore the Building and/or Premises, **LANDLORD** shall be entitled to terminate this Lease upon 30 days’ notice to **TAMUS**.

7.2 **Emergency Repairs.** **LANDLORD** authorizes **TAMUS** to engage in repairs of any damage to the Premises, whether **LANDLORD** has been notified of such damage or not, if such damage presents a threat to the health or safety of **TAMUS**, its employees, clients, representatives, agents, customers, or other persons frequenting the Premises. The costs incurred by **TAMUS**, together with interest at the maximum lawful rate, shall be paid by **LANDLORD** to **TAMUS** upon demand and if not paid to **TAMUS** within 10 days after receipt by **LANDLORD** of a statement therefore, **TAMUS** may deduct such cost, together with interest at the maximum lawful rate, from subsequent installments of rent. **TAMUS** shall also have the remedies set forth in Article 12.
ARTICLE 8  
INSURANCE

8.1 Landlord's Insurance Obligations. LANDLORD covenants and agrees that from and after the date of delivery of the Premises from LANDLORD to TAMUS, and during the term of this Lease or any renewal thereof, LANDLORD will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for (i) property insurance for the Building in an amount equal to eighty percent (80%) of the full replacement cost thereof 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 One Million Dollars ($1,000,000) combined single limit for personal injury and property damage. LANDLORD shall deliver to TAMUS upon request a certificate evidencing such coverage. All such policies must be written by insurance companies authorized to do business in Texas. In addition, LANDLORD shall use commercially reasonable efforts to provide, or cause to be provided, TAMUS with no less than 10 days prior written notice of cancellation, reduction, or material change by the insurer. No insurance carrier shall have a right of subrogation against TAMUS.

8.2 Tenant's Insurance Obligations. LANDLORD acknowledges that, because TAMUS is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of TAMUS or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of TAMUS is provided by TAMUS as mandated by the provisions of the Texas Labor Code, Chapter 502. LANDLORD further acknowledges that, as an agency of the State of Texas, TAMUS has only such authority as is granted to TAMUS by state law or as may be reasonably implied from such law, and that TAMUS shall have the right, at its option, to either (a) obtain liability insurance protecting TAMUS and its employees and property insurance protecting TAMUS'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 TAMUS as a result of its operations under this Lease. Any obligation by TAMUS under this Lease to obtain insurance is expressly made subject to TAMUS's authority under state law to obtain such insurance. No insurance carrier of either party shall have a right of subrogation against the other party to this Lease.

ARTICLE 9  
ASSIGNMENT AND SUBLETTING

TAMUS may assign this Lease or sublet the Premises, in whole or in part, to any member of The Texas A&M University System or any agency of the State of Texas, but agrees it will not, except as otherwise provided in this Lease, assign this Lease or sublet all or any part of the Premises to any private parties (persons or corporations) without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld or delayed.
ARTICLE 10
COMPLIANCE WITH STATE AND FEDERAL LAW

10.1 Accessibility. In signing this Lease, LANDLORD represents and warrants that at the time the Premises become occupied by TAMUS and throughout the term of this Lease and any additional tenancy, the Premises will comply with the Texas Accessibility Standards ("TAS") regarding architectural barriers to persons with disabilities promulgated under Chapter 469, Texas Government Code (or as may be amended), as prepared and administered by the Texas Department of Licensing and Regulation ("TDLR"); and the ADA Accessibility Guidelines ("ADAAG") promulgated under The Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. § 12181 et seq. (or as may be amended). In instances of differences between TAS and ADAAG, the most stringent requirement (i.e., providing the highest degree of accessibility) applies.

Neither TAMUS nor its occupying member has authority to waive any requirements of Chapter 469 of the Texas Government Code and any claim regarding such a waiver is expressly denied. Neither TAMUS, the occupying member, nor the TDLR has authority to waive any requirements of the federal Americans with Disabilities Act, and any claim regarding such waiver is expressly denied.

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

ARTICLE 11
DEFAULT BY TENANT

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

11.2 Notice of Default and Termination of Lease. In the event of such failure, LANDLORD shall give TAMUS written notice pursuant to Section 13.1 of this Lease. If the default continues for 30 calendar days after TAMUS's receipt of such notice, LANDLORD may, as its sole and exclusive remedy, terminate this Lease and terminate all or any of LANDLORD's obligations pursuant to this Lease by written notice to TAMUS sent pursuant to Section 13.1 of this Lease. Nothing herein shall be deemed a waiver of LANDLORD'S right to obtain from TAMUS any sums owed prior to the effective date of such termination.
ARTICLE 12
DEFAULT BY LANDLORD

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

12.2 Notice of Default and Termination of Lease. In the event of such default, TAMUS shall give LANDLORD written notice pursuant to Section 13.1 of this Lease. If the default continues for thirty (30) calendar days after LANDLORD’s receipt of such notice, TAMUS may terminate this Lease and terminate all or any of TAMUS’s obligations pursuant to this Lease by written notice to LANDLORD sent pursuant to Section 13.1 of this Lease, in which event all rent shall be apportioned as of the effective termination date, and any rent paid for any period beyond such date and all other prepaid charges or deposits paid by TAMUS to LANDLORD shall be refunded to TAMUS within ten (10) days of the effective termination date.

12.3 Emergency Repairs. In the event LANDLORD’s default creates an emergency situation or threatens TAMUS’s ability to use the Premises, TAMUS may cure the default. The costs incurred by TAMUS to cure the default, together with interest at the maximum lawful rate, shall be paid by LANDLORD to TAMUS upon demand and if not paid to TAMUS within 10 days after receipt by LANDLORD of a statement therefore, TAMUS may deduct such cost, together with interest at the maximum lawful rate, from subsequent installments of rent and/or terminate this Lease by giving written notice thereof to LANDLORD, in which event all rent shall be apportioned as of the effective termination date, and any rent paid for any period beyond such date and all other prepaid charges or deposits paid by TAMUS to LANDLORD shall be refunded to TAMUS.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 Notices. Any notice required or permitted under this Lease must be in writing, and shall be deemed to be delivered (whether actually received or not) two (2) days after deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. TAMUS and LANDLORD can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:
LAN DLORD: Crystal Park Plaza LLC  
Attn: Mr. Marshall Willey Sr.  
2 Financial Plaza, Suite 690  
Huntsville, Texas 77340  
Phone: 936-295-3600  

TAMUS: Texas A&M University Health Science Center  
Attn: Vice President for Finance and Administration  
8447 State Highway 47  
Bryan, Texas 77807  
Phone: 979-436-9202  
Fax: 979-436-0075  

with copy to: The Texas A&M University System  
Office of General Counsel  
Attn: System Real Estate  
301 Tarrow Street, 6th Floor  
College Station, Texas 77840-7896  

13.2 Property Removal and Alterations. Upon termination of this Lease for any reason, TAMUS shall have the right, to be exercised, if at all, within 30 days of the effective date of such termination, 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 LAN DLORD, its employees, agents and contractors. Any physical additions or improvements to the Premises made by TAMUS will become the property of LAN DLORD provided, that such additions or improvements may be removed by TAMUS at the end of the Term and at TAMUS’s expense so long as TAMUS restores the Premises to the condition existing at the Commencement Date, normal wear and tear excepted.  

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

13.4 Entire Agreement. This Lease and any document incorporated herein by reference constitutes the complete agreement of LAN DLORD and TAMUS and supersedes any prior understanding or agreement, written or oral, between them regarding the issues covered by this Lease. This Lease may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their permitted successor or assigns.  

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

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

13.7 **Estoppel Certificates.** Any statement or representation of TAMUS in any estoppel certificate delivered pursuant to this Lease that would modify the rights, privileges or duties of LANDLORD or TAMUS hereunder shall be of no force and effect and may not be relied on by any person.

13.8 **Rules and Regulations.** TAMUS agrees to abide by any and all reasonable rules and regulations promulgated by LANDLORD for the proper operation of the Premises provided all such rules and regulations are consistent and are uniformly applied to all tenants of the Building. All rules and regulations promulgated subsequent to commencement of this Lease must be submitted to TAMUS for consideration and comment at least thirty (30) calendar days prior to implementation.

13.9 **Waiver.** The failure of LANDLORD or TAMUS to insist in any one or more instances on a strict performance of any of the covenants of this Lease shall not be construed as a waiver or relinquishment of such covenants in future instances, but the same shall continue and remain in full force and effect.

13.10 **Successors and Assigns.** This Lease and each and all of its covenants, obligations and conditions shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of LANDLORD, and the successor and permitted assigns of TAMUS.

13.11 **Right to Audit.** TAMUS’ auditors and the State Auditor shall have the right, at their sole expense and during normal business hours, upon two days’ written notice to LANDLORD, to audit LANDLORD’s books and records relevant to payments made to LANDLORD, including rent, additional rent, common area maintenance costs, cost of constructing leasehold improvements, or any other cost or expense paid to LANDLORD, directly or indirectly, by TAMUS. TAMUS shall provide LANDLORD a copy of the audit report. If such audit reveals an overpayment by TAMUS to LANDLORD, then LANDLORD shall refund all amounts overpaid within 30 days after delivery of the audit report to LANDLORD.

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

13.13 **Remittance Address.** LANDLORD shall submit monthly statements for the rent to TAMUS at the following address:
13.14 **Consent and Approval.** LANDLORD agrees that any consent or approval of LANDLORD required under this Lease shall not be unreasonably withheld or delayed.

13.15 **Force Majeure.** Neither party is required to perform any term, condition, or covenant of this Lease, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

13.16 **Dispute Resolution Provision.** If at any time there is a dispute between LANDLORD and TAMUS regarding this Lease and the performance hereunder, the parties will, within ten (10) days following mailing of written notice of a dispute, engage in face-to-face negotiations in an attempt to resolve the dispute and shall, upon failing to negotiate a resolution, choose a mutually agreeable third party neutral, who shall mediate the dispute between the parties. The mediator shall be a person qualified under the Texas Alternative Dispute Resolution Procedures Act and shall be appointed by a state district judge or the American Arbitration Association if the parties are unable to agree upon a qualified person. Mediation shall be non-binding and shall be confidential. The parties shall refrain from court proceedings during the mediation process insofar as they can do so without prejudicing their legal rights. The parties shall participate in good faith in accordance with the recommendations of the mediator and shall follow the procedures for mediation as suggested by the mediator. All expenses of mediation except expenses of the individual parties, shall be shared equally by the parties. Each party shall be represented in the mediation by a person with authority to settle the dispute.

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

13.18 **Debarment.** LANDLORD represents and warrants, to the best of its knowledge and belief, that neither LANDLORD nor any of its Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government’s Excluded Parties List System. LANDLORD shall provide immediate written notice to TAMUS if, at any time LANDLORD learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Lease. If it is later determined that LANDLORD knowingly
made a false representation, in addition to other remedies available to TAMUS, TAMUS may terminate this Lease.

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

ARTICLE 14
SPECIAL PROVISIONS

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

[None]

[Signature pages follow]
EXECUTED this 8th day of November, 2016 by LANDLORD.

CRYSTAL PARK PLAZA LLC, a Texas limited liability company

[Signature page]

MARBELL WILLEY SR. /s/
President

[Signatures continue on next page]
EXECUTED this 15th day of December, 2016 by TAMUS.

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

By:________________________
    JOHN SHARP
    Chancellor

RECOMMENDED APPROVAL:

PAUL E. OGDEN
Interim Senior Vice President and Chief Operating Officer

________________________
1/16/2016

Vice President for Finance and Administration

APPROVED AS TO FORM:

By:________________________
    ASHLEA HEWLETT
    Assistant General Counsel
    Office of General Counsel
    The Texas A&M University System
EXHIBIT "A"

Crystal Park Plaza
2700 Earl Rudder Freeway South
College Station, Texas 77845

TOWER - SUITE 1525

1,632 SF

Leasing Contacts

Marshall Willey
President
Cell: 281.851.0828
Fax: 936.295.3603
marshallwilley@aol.com

Maura Tucker
Property Mgr
Cell: 936.662.8778
Fax: 936.291.2710
mtucker@crystalparkplaza.org
MC:11/11/16  
Dr. Nelson,  
Lease for Crystal Park Plaza space for your  
signature on thumbnail page 17. Once  
signed, we'll send to Dr. Ogden for his  
signature.  

Lease provided by SREO (E. Zimmerman)  
with request for TAMHSC signature.  

Term: 11/1/16-10/31/19  
Amount: $795,492  
*$22,097/mo

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

The Lease (this “Lease”) is by and between CRYSTAL PARK  
Management company, as the landlord (“LANDLORD”) and the  
TEXAS A&M UNIVERSITY SYSTEM, an agency of the  
State of Texas (“TAMUS”), for the use and benefit of Texas A&M University  
System Health Science Center, for an initial term of 11 months and 1 day starting  
November 1, 2016 and ending October 31, 2017, subject to early termination  
and extension, as provided herein, for the use of a portion of the  
land and buildings at 2202 Rudder Freeway South, Suite 3000, College  
Station, Texas 77843, Brazos County, Texas, and the non-exclusive right to use,  
in common with other tenants, all common areas and facilities within the building (including  
the lobbies, hallways, elevator banks, stairwells, telecommunication rooms, and  
restrooms), and the related driveways, parking facilities, and similar  
improvements. The Building is located on Tract 49 in the M. Rector Survey, A-  
4601, Brazos County, Texas (the “Land”).

1.2 INTENTIONALLY DELETED

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

1.4 Taxes. LANDLORD is solely responsible for all ad valorem real property taxes  
and assessments, or other taxes and assessments levied against the Building, the Premises and the  
Land.

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

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

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