AGREEMENT FOR LEASE OF SPACE

This Agreement for Lease of Space (this “Lease”) is by and between ARGIE PROPERTY, 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 Health Science Center (“HSC”).

ARTICLE 1
PREMISES

1.01 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”):

1,266 square feet of space in Suite A as depicted on the floor plan attached hereto as Exhibit “A”, in the building located at 1905 Dove Crossing Lane, Navasota, Texas 77868 (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, if any), and the related driveways, parking facilities, and similar improvements. The Building is located in Lot 3, Block 1 of the Dove Crossing Addition in the City of Navasota, Grimes County, Texas (the “Land”).

1.02 Improvements. Prior to the Commencement Date (as defined herein) LANDLORD will remove the built-in shelving and desks currently in the Premises and install two small sinks and dividing wall. TAMUS will be responsible for all finish-out costs (not to exceed $10,000.00) and will pay LANDLORD in one lump sum for same upon the completion of the work and receipt of proof of costs incurred in performing the work.

1.03 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.

1.04 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. TAMUS will be responsible, to the extent TAMUS pays taxes, on any personal property located on the Land.

1.05 Utilities. LANDLORD is responsible for all utility charges serving the Premises with the exception of sub-metered electricity for which TAMUS is solely responsible.

1.06 Janitorial and Other Services. LANDLORD will be responsible for all trash pick-up from dumpster, and the extermination services.
1.07 Telephone and Internet Services. LANDLORD will provide functional telephone and internet conduits necessary for TAMUS' use of the Premises. TAMUS is responsible for obtaining telephone and internet service to the Premises and for all additional costs associated with such services, including additional internal telephone wiring and connectivity.

ARTICLE 2
TERM

2.01 Initial Term. The term of this Lease shall commence on August 10, 2016 (the "Commencement Date"), and shall expire on July 31, 2018 (the "Term", which definition shall include all renewals of the initial Term, if exercised), unless sooner terminated in accordance with the terms of this Lease.

2.02 Renewal. TAMUS has the option to renew the term of this Lease for three 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. Any renewal will be subject to and contingent upon the agreement by the parties on the Rent to be charged during any Renewal term as provided in Section 3.02 below.

2.03 Property Removal. Upon the termination of this Lease for any reason, TAMUS shall have the right to remove its equipment and personal property from the Premises on or before the termination date, and shall leave the Premises clean and in a condition equal to the condition which existed on the Commencement Date, normal wear and tear excepted, and except for any damage caused by LANDLORD, its employees, agents and contractors. TAMUS may remove any fixtures or improvements which it constructed on the Premises so long as such removal does not materially damage the Building or the Premises. All movable equipment, furnishings, fixtures, apparatus and personal property may be removed in a manner so as to cause as little damage, as is reasonably possible, to the Building and the Premises. TAMUS will be responsible for reasonable costs to repair the damage caused by the removal of the equipment, furnishings, fixtures, apparatus and personal property and will pay those costs upon receipt of an invoice from LANDLORD with supporting documentation within 10 days from the date of the invoice, provided TAMUS shall have the opportunity to dispute such costs.

ARTICLE 3
RENT

3.01 Rent. During the Term of this Lease, TAMUS agrees to pay to LANDLORD, no later than the fifth day of each month during the term of this Lease, rent in the amount of $1,900 per month; provided that the first monthly payment is due on or before the Commencement Date. Rent is payable in advance and rent for any partial month shall be prorated.

3.02 Rent During Renewal Term. If TAMUS exercises its option to renew this Lease for an additional term, the rental amount may be adjusted at each renewal term.

3.03 Availability of Funding. This Lease is made and entered into in accordance with the provisions of Chapter 2167 of the Texas Government Code and may be contingent upon the...
continuation of federally funded programs and/or the availability of specific funds within TAMUS to cover the full term and cost of this Lease. In the event a curtailment of federally funded programs occurs, or in the event specific university funds are unavailable, TAMUS may assign this Lease, or sublet the Premises, or any part of the Premises, to another member of The Texas A&M University System or to another agency of the State of Texas with the prior written notice to LANDLORD and subject to the consent of LANDLORD, which consent shall not be unreasonably withheld. Should TAMUS be unable to find another member of The Texas A&M University System or another state agency to fill the space, TAMUS, upon written notice to LANDLORD, may either terminate this Lease by not less than 60 days’ written notice to LANDLORD or sublet the Premises to a private third party, again subject to the consent of LANDLORD, which consent shall not be unreasonably withheld.

ARTICLE 4
COVENANTS AND OBLIGATIONS OF LANDLORD

4.01 Restrictions on Other Tenants. LANDLORD 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 may be expected to create noise or odors injurious or disruptive to TAMUS’ use of the Premises.

4.02 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.

4.03 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.

4.04 Intentionally Omitted.

4.05 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, if any, has been in compliance with all applicable federal, state and local laws, regulations and ordinances. LANDLORD 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 during the ownership of LANDLORD, and that so far as is known to LANDLORD, 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

System Real Estate Office
OFFICIAL DOCUMENT
Substances in or on the Premises, unless the Hazardous Substances are present solely as a result of negligence, willful misconduct, or other acts of TAMUS or TAMUS' 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' 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. TAMUS will be responsible for all costs related to the location or release of any Hazardous Substances on the Premises caused by the actions or fault of TAMUS and shall pay all costs related thereto.

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

5.01 Maintenance Obligations. LANDLORD 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 TAMUS, its agents or employees, which shall be the responsibility of TAMUS. TAMUS shall be responsible for maintaining the interior doors, including closure devices, frames, molding, locks, and hardware, as well as ballast and lamp replacement. For emergency and security purposes, and for maintaining the Premises, LANDLORD reserves the right, upon not less than 24 hours' notice (if possible) to TAMUS, to enter and inspect the Premises and to make any necessary repairs or adjustments.

5.02 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 subject to the terms of Section 7.02 below. The costs incurred by TAMUS necessitated by any emergency not caused by TAMUS and not repairable by LANDLORD in a timely manner, shall be paid by LANDLORD to TAMUS upon demand and if not paid to TAMUS within 30 days after receipt by LANDLORD of a statement therefore, TAMUS may deduct such cost from subsequent installments of rent, provided that LANDLORD may dispute any such statement and no deduction shall be made while the matter is in dispute. 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. 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 the rent shall be equitably adjusted. Alternatively, if LANDLORD is able to provide space suitable for TAMUS' use, in TAMUS' 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
DAMAGES

7.01 Damages to the Building or the Premises. If the Building or the Premises are damaged by fire or other casualty not due to the fault of TAMUS, 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 opts not to terminate this Lease, then TAMUS shall give written notice to LANDLORD within that 30-day period, and LANDLORD shall, within 20 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. If LANDLORD fails to complete the rebuilding or restoration within 60 days following the date of TAMUS' written notice, TAMUS shall have to right to terminate this Lease by written notice delivered to LANDLORD within 15 days following the end of that 60-day period. Alternatively, if LANDLORD is able to provide space suitable for TAMUS' use, in TAMUS' 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.

7.02 Emergency Repairs. In the event that any damages to the Premises presents a threat to the health or safety of TAMUS, its employees, clients, representatives, agents, customers, or other persons frequenting the Premises, that are deemed of an emergency nature to repair, TAMUS shall notify LANDLORD immediately. LANDLORD shall then repair the damage or authorize TAMUS to repair said damage. In the event that any costs are incurred by TAMUS, LANDLORD shall reimburse TAMUS within 10 days following written demand from TAMUS accompanied by evidence of the costs incurred, provided that the Emergency Repairs are not required due to any negligence of TAMUS.
ARTICLE 8
INSURANCE

8.01 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) "All risk" property insurance for the Building on a full replacement cost basis and (ii) commercial general liability covering the Building, with limits of not less than $1,000,000 combined single limit for personal injury and property damage as a result of negligence, willful misconduct, or other acts caused by the negligence of LANDLORD. LANDLORD shall deliver to TAMUS upon request a certificate evidencing such coverages. All such policies must be written by insurance companies authorized to do business in Texas and shall provide that TAMUS be provided with 10 days prior written notice of cancellation, reduction, or material change by the insurer.

8.02 TAMUS' 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 503. TAMUS shall have the right, at its option, to (a) obtain liability insurance protecting TAMUS and its employees and property insurance protecting TAMUS' 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.

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

10.01 Accessibility. In signing this Lease, LANDLORD certifies that at the time the Premises become occupied by TAMUS and throughout the term of this Lease and any additional tenancy, LANDLORD will comply with The Texas Accessibility Standards ("TAS") regarding architectural barriers to persons with disabilities promulgated under Chapter 469, Texas Government Code as prepared and administered by the Texas Department of Licensing and

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

10.02 Child Support. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement: "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

10.03 Debts or Delinquencies. Pursuant to Section 2252.903, Texas Government Code, LANDLORD agrees that any payments owing to LANDLORD under this Lease may be applied directly toward certain debts or delinquencies that LANDLORD owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquent.

10.04 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 taxes.

ARTICLE 11
DEFAULT BY TAMUS

LANDLORD may terminate this Lease and enter upon and take possession of the Premises if TAMUS fails to perform, keep and observe any terms, covenants, or conditions required by this Lease to be performed by TAMUS, and such failure continues for 30 days following TAMUS' receipt of written notice of such default. LANDLORD shall have all legal and equitable remedies to cure or correct such default or breach for the account of TAMUS, in which event all amounts expended or incurred by LANDLORD (including reasonable attorneys' fees), together with interest thereon at the maximum rate of interest permitted by applicable law from the date of advancement until repaid, shall be due and payable by TAMUS to LANDLORD within 10 days after demand.
ARTICLE 12
DEFAULT BY LANDLORD

If LANDLORD shall (i) fail to comply with any term, condition or covenant of this Lease that is required 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 30 consecutive calendar days due to any law or any order, rule, or regulation of any competent governmental authority, and LANDLORD shall not cure or correct such failure, breach or condition within 30 days after receipt of written notice from TAMUS to LANDLORD (or, in the case of an emergency, commence cure within 24 hours after receipt of written or telephonic notice thereof given by TAMUS to LANDLORD), or, if such failure, breach or condition (other than an emergency situation as aforesaid) cannot reasonably be cured within said 30 day period, LANDLORD shall not have commenced to cure such failure or breach within said 30 days and shall not thereafter with reasonable diligence and in good faith proceed to cure such failure or breach, then TAMUS, in addition to any other remedy provided by law or in equity, may without being obligated to do so, cure or correct such default or breach for the account of LANDLORD, in which event all amounts expended or incurred by TAMUS (including reasonable attorneys' fees), together with interest thereon at the maximum rate of interest permitted by applicable law from the date of advancement until repaid, shall be due and payable by LANDLORD to TAMUS within 10 days after demand. If LANDLORD fails to pay any amount due with the 10-day period, TAMUS may deduct such amounts from the rent due or to become due hereunder (in such order and manner as TAMUS may elect), 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. TAMUS shall be obligated to be current on the payment of all rent due at the time of giving notice to LANDLORD of the failure or breach of condition described herein.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.01 Notices. Any notice required or permitted under this Agreement 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. 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:
**LANDLORD:**  
Argie Property, LLC  
Attn: Joe King Fultz  
415 Johnson Street  
Navasota, Texas 77868  
Tel: 936-337-0550  
Email: argiepropertyllc@gmail.com

**TAMUS:**  
Texas A&M Health Science Center  
Attn: Vice President for Finance and Administration  
8447 State Highway 47  
Bryan, Texas 77807

with copy to:  
The Texas A&M University System  
Office of General Counsel  
Attn: System Real Estate Office  
301 Tarrow Street, 6th Floor  
College Station, Texas 77840-7896  
Tel: 979-458-6350  
Email: sreo@tamus.edu

13.02 *Alterations.* Any physical additions or improvements to the Premises made by TAMUS will become the property of LANDLORD, provided that such additions or improvements may be removed by TAMUS at the end of the Term and at TAMUS’ expense so long as TAMUS restores the Premises to the condition existing at the Commencement Date, normal wear and tear excepted.

13.03 *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.

13.04 *Governing Law.* The validity of this Lease and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

13.05 *Venue.* 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.

13.06 *Entire Agreement.* This Lease and any document incorporated herein by reference constitutes the complete agreement of LANDLORD 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 successors or assigns.
13.07 **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.

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

13.09 **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.

13.10 **Rules and Regulations.** TAMUS agrees to abide by any and all reasonable rules and regulations promulgated by LANDLORD for the proper operation of the Building 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 30 calendar days prior to implementation.

13.11 **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.

13.12 **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 successors and assigns of LANDLORD, and the successor and assigns of TAMUS.

13.13 **State Audits.** LANDLORD understands that acceptance of funds under this Lease acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. LANDLORD further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested provided that such records are specifically related to the Premises. LANDLORD will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through LANDLORD and the requirement to cooperate is included in any subcontract it awards.

13.14 **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.

13.15 **Time.** Time is of the essence in respect to the performance of each provision of 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:

14.01 **Right of First Refusal.** During the Term of this Lease, before LANDLORD may lease Suite B to a third party, LANDLORD shall first offer Suite B to TAMUS on the same or better terms and conditions as would be offered to a third party. TAMUS shall have 30 days during which to accept said offer. If TAMUS does not accept said offer within said period, LANDLORD shall be free to lease Suite B to a third party on said terms and conditions. If LANDLORD does not enter into an agreement with a third party on said terms and conditions within 90 days thereafter, LANDLORD’s right to lease Suite B to a third party shall expire and the procedure in this Section shall again be applicable.

**EXECUTED this _____ day of __________________, 2016 by LANDLORD.**

ARGIE PROPERTY, LLC

By: ________________________________

Managing Member

[SIGNATURES CONTINUE ON NEXT PAGE]
EXECUTED in duplicate originals this 17th day of August, 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 Health Science Center

By: 8/17/2016

Vice President for Finance and Administration
Texas A&M Health Science Center

RECOMMENDED APPROVAL:

PAUL E. OGDEN, M.D.

APPROVED AS TO FORM:

GINA M. JOSEPH
Assistant General Counsel
Office of General Counsel
The Texas A&M University System