

AGREEMENT FOR LEASE OF SPACE

This Agreement for Lease of Space (this "Lease") is by and between **CPT LANARK DISTRIBUTION CENTER, LLC**, a Delaware 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 ("**A&M SYSTEM**"), for the use and benefit of Texas Division of Emergency Management ("**TDEM**").

ARTICLE 1 PREMISES

1.01 Exclusive Use. Subject to the terms and conditions set forth herein, in consideration of the mutual covenants and obligations of this Lease, **LANDLORD** hereby leases to **A&M SYSTEM**, and **A&M SYSTEM** hereby leases from **LANDLORD**, the exclusive use of the following described Premises:

27,000 square feet of space as depicted on Exhibit "A" attached hereto (the "Premises") situated in Building One of the Lanark Distribution Center (the "Building"), located at 610 Lanark Dr., Ste. 102, San Antonio, Texas 78218, which Building is located on the parcel of land described on Exhibit "A-1" attached hereto (such land, together with all improvements located thereon, the "Project").

A&M SYSTEM, its employees, agents, representatives, clients, and other persons using its services are granted the non-exclusive use of the common areas of the Project (the "Common Area") which may be designated by **LANDLORD** from time to time for the common use of all tenants and occupants of the Project, subject to such reasonable rules and regulations as **LANDLORD** may promulgate from time to time. Under no circumstances shall the right therein granted to use the Common Area be deemed to include the right to store any property, temporarily or permanently, in the Common Area. **LANDLORD** or such other person(s) as **LANDLORD** may appoint shall have the exclusive control and management of the Common Area.

1.02 Tenant Improvements. **LANDLORD** will not be required to perform any initial leasehold improvements or provide any improvement allowance in connection with this Lease.

1.03 Quiet Enjoyment. **LANDLORD** covenants and agrees that so long as **A&M SYSTEM** is not in default under the terms of this Lease, **A&M SYSTEM** will, subject to the terms of this Lease, peaceably and quietly have, hold and enjoy the Premises for the term of this Lease against any person claiming by, through or under Landlord, but not otherwise.

1.04 Taxes. Unless exempt, **LANDLORD** is solely responsible for any ad valorem property taxes and assessments, or other taxes and assessments levied against the Premises and/or the Building. Unless exempt, **A&M SYSTEM** is solely responsible for all taxes levied or assessed against any personal property or fixtures placed in the Premises.

1.05 Utilities. **A&M SYSTEM** is solely responsible for all costs related to electrical services for the Premises. **LANDLORD** will be responsible for providing water, the cost of which will be included in Common Area Maintenance Expenses. No interruption or failure of utilities shall result in the termination of this Lease or, except as hereinafter provided, the abatement of rent. Notwithstanding the foregoing, if: (i) **LANDLORD** is the sole and direct cause of an interruption in the utilities to the Premises for a period in excess of seven (7) consecutive days after **A&M SYSTEM** notifies **LANDLORD** of such cessation (the “Interruption Notice”); (ii) such cessation is not caused by a fire or other casualty (in which case Article 7 shall control); and (iii) as a result of such cessation, the Premises, or a material portion thereof, is rendered untenable and **A&M SYSTEM** in fact ceases to use the Premises, or material portion thereof, then **A&M SYSTEM**, as its sole remedy, shall be entitled to receive an abatement of rent payable hereunder during the period beginning on the eighth (8th) consecutive day following **LANDLORD**’s receipt of the Interruption Notice and ending on the day when the utility in question has been restored. In the event the entire Premises has not been rendered untenable by the cessation in utility service, the amount of abatement that **A&M SYSTEM** is entitled to receive shall be prorated based upon the percentage of the Premises so rendered untenable and not used by **A&M SYSTEM**.

1.06 Trash and Janitorial Services. **A&M SYSTEM**, at **A&M SYSTEM**’s sole cost, will be responsible for all trash pick-up and the provision of janitorial services.

1.07 Extermination Services. **A&M SYSTEM**, at **A&M SYSTEM**’s sole cost, will be responsible for all extermination services.

1.08 Telephone and Internet Services. **A&M SYSTEM**, at **A&M SYSTEM**’s sole cost, will be responsible for all telephone and internet services.

ARTICLE 2 **TERM**

2.01 Initial Term. The term of this Lease will be for six months, commencing on June 1, 2020 (the “Commencement Date”), and ending on November 30, 2020 (the “Term”, which definition will include all renewals of the initial Term, if exercised), unless sooner terminated in accordance with the terms of this Lease.

2.02 Early Access. Following the full execution and delivery of this Lease, and Tenant’s compliance with the insurance requirements set forth in this Lease below, Tenant may enter upon the Premises prior to the Commencement Date. Such early occupancy shall be subject to all of the terms and conditions of the Lease, except that Tenant shall not be required to pay Base Rent or the Operating Expense charge with respect to the period of time prior to the Commencement Date during which Tenant has such early occupancy. Tenant shall, however, be liable for the cost of any services (including utilities) that are provided to Tenant or the Premises during the period of Tenant’s possession prior to the Commencement Date.

2.03 Property Removal. Upon the termination of this Lease for any reason, **A&M SYSTEM** will have the right to remove its equipment and personal property from the Premises,

and must 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. **A&M SYSTEM** 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. Prior to the expiration or termination of this Lease, **A&M SYSTEM** will, at its sole cost, repair any damage caused by such removal.

ARTICLE 3 RENT

3.01 Base Rent. During the initial Term of this Lease, **A&M SYSTEM** agrees to pay to **LANDLORD**, no later than the fifth day of each month, base rent ("Base Rent") in the amount of \$10,125 per month, as more particularly set forth in the schedule following Section 3.01(e) below.

3.02 Additional Rent. **LANDLORD** will be responsible for the operation, management, and maintenance of the Common Area, the manner and the expenditures thereof to be in the reasonable discretion of **LANDLORD**. **A&M SYSTEM** agrees to pay as Additional Rent as hereafter provided, its pro-rata share of the Taxes (as defined hereinafter), Insurance (as defined hereinafter) and Common Area Maintenance Expenses (as defined hereinafter) (the Taxes, Insurance and Common Area Maintenance Expenses will be referred to herein collectively as the "**Operating Expense charge**") for the Project. **A&M SYSTEM's** pro-rata share shall be calculated by **LANDLORD** based on the square footage of Premises compared to the rentable square footage of the Building or Project, as applicable, in accordance with generally recognized commercial property management practices.

(a) Except as otherwise provided in Section 3.02(b) below, the term "Common Area Maintenance Expenses" as used herein will mean all expenses, costs and disbursements of every kind and nature which **LANDLORD** will pay or become obligated to pay because of or in connection with the ownership, operation and maintenance of the Project, including but not limited to, the following:

(1) Wages and salaries of all employees to the extent engaged in operation and maintenance, or security, of the Project. All taxes, insurance and benefits relating to employees providing these services shall be included.

(2) All supplies and materials used in the operation and maintenance of the Project.

(3) Cost of all utilities servicing the Project, including the cost of water and power, heating, lighting, air conditioning and ventilating for the Project as well as the cost of trash disposal.

(4) Cost of all maintenance and service agreements for the Project and the equipment therein, including, but not limited to alarm service, window cleaning, HVAC filter changes and elevator maintenance if applicable.

(5) Cost of repairs and general maintenance in the Project (excluding repairs and general maintenance paid by proceeds of insurance or by **A&M SYSTEM** or other third parties).

(6) All landscape maintenance costs for the Project.

(7) Any lease or other payments made by **LANDLORD** for any equipment used in the operation and maintenance of the Project.

(8) Costs of repairs, replacements or improvements required by applicable laws or made for the purpose of reducing Common Area Maintenance Expenses, provided that the costs of any capital repairs, capital replacements or capital improvements (as determined in accordance with generally accepted accounting principles) shall be amortized over the useful life of such repair, replacement or improvement, and only the amortized portion for each year shall be included in the applicable year's Common Area Maintenance Expenses.

(b) Notwithstanding Section 3.02(a) above, the following items shall be excluded from the computation of Common Area Maintenance Expenses:

(1) Wages, salaries and other compensation paid to executive employees of **LANDLORD** above the grade of property manager.

(2) Costs of capital repairs, capital replacements or capital improvements (except as expressly permitted by Section 3.02(a)(8) above), costs of correcting defects in the original construction of the Building and costs of bringing the Building into compliance with applicable law (to the extent such non-compliance exists as of the date of this Lease).

(3) Costs or repairs or other work occasioned by a casualty that is covered by insurance required to be maintained by **LANDLORD** under this Lease (provided that any deductibles paid by **LANDLORD** will be included in Common Area Maintenance Expenses).

(4) Penalties, fines, and other costs incurred by **LANDLORD** due to violations or alleged violations of any laws, rules, regulations, codes or ordinances by **LANDLORD**.

(5) Overhead and profit increments paid to subsidiaries or affiliates of **LANDLORD** for service on or to the Building (or any portion thereof), to the extent such overhead and profit increments exceed that which would have been earned by or paid to an independent, third-party provider of similar skill and experience for the same or

similar services, and any profit of **LANDLORD** in the furnishing of goods and services to the Building (or any portion thereof).

(6) Payment of principal and interest on debt, including payments on any mortgage covering the Building (or any portion thereof).

(7) Costs incurred in connection with the sale, refinancing, mortgaging, or change of ownership of the Building, including brokerage commissions, attorney's and accountant's fees, loan brokerage fees, closing costs, and interest charges.

(8) Advertising or promotional expenses.

(9) Costs incurred for alterations or improvements intended for the sole benefit of other tenants' leased areas of the Building.

(10) Management or other administrative fees in excess of three percent (3%) of the gross revenues of the Project.

(c) **"Taxes"** will include real and personal property taxes and assessments (and any tax levied in whole or in part in lieu of or in addition to real property taxes) that accrue against the Project during the Term, and **A&M SYSTEM** will pay its pro-rata share of the Taxes as part of the Operating Expense charge. In addition, Taxes shall include all sales, use, franchise, or other tax now or hereafter imposed by any governmental authority upon rent received by **LANDLORD** or on revenue of **LANDLORD** from the Project, including without limitation, the Texas margin tax and/or any other business tax that is attributable to rents or other revenues derived from the Building imposed under Texas Tax Code Chapter 171 and/or any successor statutory provision, but excluding state and federal income taxes. Unless exempt, **A&M SYSTEM** is solely responsible for all taxes levied or assessed against any personal property or fixtures placed in the Premises.

(1) Notwithstanding the foregoing, **A&M SYSTEM** will not be obligated to pay any inheritance tax, gift tax, transfer tax, income tax (based on net income), profit tax or capital levy imposed upon **LANDLORD**.

(d) **"Insurance"** must include the cost to **LANDLORD** of all insurance (including deductibles) relating to the Project, including, but not limited to the cost of casualty and liability insurance applicable to the Project and **LANDLORD's** personal property used in connection therewith, but specifically excluding any increased insurance costs directly resulting from another tenants' specific use of its leased areas of the Building.

(e) In addition to Base Rent, **A&M SYSTEM** will pay to **LANDLORD** on the first day of each month an amount equal to 1/12 of its pro-rata share of the Estimated Operating Expense charge. The **"Estimated Operating Expense charge"** will mean **LANDLORD's** reasonable estimate of Taxes, Insurance and Common Area Maintenance Expenses in each calendar year. The initial monthly amount to be paid by **A&M SYSTEM** will be \$4,635, and will be subject to adjustment as herein provided. At the end of each calendar year, or as soon after as practicable,

LANDLORD will deliver to **A&M SYSTEM** a statement reflecting the actual Operating Expense charges for the year and the Estimated Operating Expense charges for the upcoming year. In the event that the Operating Expense charges for the year exceeded the amount of Estimated Operating Expense charges, **A&M SYSTEM** will pay to **LANDLORD** the difference as additional rent within thirty (30) days after receipt of notice from **LANDLORD**. In the event that the actual Operating Expense charges were less than the amount collected, such balance shall be applied towards the upcoming year as a credit towards the Estimated Operating Expense charges for such year. In the event **A&M SYSTEM** disagrees with **LANDLORD's** computation, **A&M SYSTEM** will have the right, within ninety (90) days after **LANDLORD's** delivery of the statement for that year, to audit **LANDLORD's** records which were used in the computation of the Operating Expense charges. Such audit shall take place at **LANDLORD's** offices at a time reasonably acceptable to both parties, but in any event within twenty (20) days after written notice from **A&M SYSTEM** of its intent to audit the records. Any such audit shall be at **A&M SYSTEM's** cost and expense. However, if **LANDLORD** and **A&M SYSTEM** determine that the Operating Expense charges have been overstated by **LANDLORD**, then **LANDLORD** will refund all amounts overpaid to **A&M SYSTEM**, and, if **LANDLORD** and **A&M SYSTEM** determine that the Operating Expense charges have been overstated by more than five percent (5%) for such year, **LANDLORD** will reimburse **A&M SYSTEM** for the cost of the audit (not to exceed \$2,500), within thirty (30) days after such determination and **LANDLORD's** receipt of the third party invoice therefor. Likewise, if **LANDLORD** and **A&M SYSTEM** determine that Operating Expense charges were understated by **LANDLORD**, **A&M SYSTEM** will pay the shortfall within thirty (30) days after such determination. [TAMUS is a state agency subject to open records request.] Any parties retained by **A&M SYSTEM** to inspect **LANDLORD's** books of account and records shall not be compensated on a contingency fee basis.

Base Rent and Additional Rent is payable in advance and rent for any partial month will be prorated. Base Rent and Additional Rent will be paid pursuant to the following schedule (provided that the following amounts of Additional Monthly Rent are only the current estimates as of the date of this Lease and are subject to adjustment from time to time as provided herein):

<u>Term:</u>	<u>Base Monthly Rent</u>	<u>Additional Monthly Rent</u>
June 1, 2020 – November 30, 2020	\$10,125	\$4,635

3.03 Availability of Funding. This Lease may be contingent upon the continuation of state or federally funded programs, the appropriation of funds by the Texas Legislature and/or the availability of specific funds to cover the full term and cost of this Lease. In the event a curtailment of state or federally funded programs occurs, state appropriations are curtailed or withdrawn, or in the event specific funds are unavailable to **A&M SYSTEM**, **A&M SYSTEM** 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, without further duty or obligation accruing hereunder from and after the date of such termination or such an assignment. **LANDLORD** acknowledges that appropriation of funds is beyond the control of **A&M SYSTEM**.

ARTICLE 4
COVENANTS AND OBLIGATIONS OF LANDLORD

4.01 Title to Premises. **LANDLORD** covenants and agrees that, as of the date of this Lease, it has good and sufficient title and exclusively holds the authority, right, and ability to rent, lease, or otherwise furnish the Premises to **A&M SYSTEM**. Additionally, **LANDLORD** warrants that the person executing this Lease on behalf of **LANDLORD** is authorized to do so, and that such person has the capacity to do so.

4.02 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**.

4.03 Permitted Use. Subject to compliance with all applicable laws, the Premises shall be used only for the purpose of general office use and warehouse storage and for such other lawful purposes as may be incidental thereto, but for no other use or purpose.

4.04 Environmental Condition. Except for Hazardous Substances contained in products used by **A&M SYSTEM** in de minimis quantities for ordinary cleaning and office purposes, **A&M SYSTEM** shall not permit or cause any party to bring Hazardous Substances upon the Premises or transport, store, use, generate, manufacture, dispose, or release any Hazardous Substance on or from the Premises without **LANDLORD's** prior written consent. **A&M SYSTEM**, at its sole cost and expense, shall operate its business in the Premises in strict compliance with all applicable environmental requirements and all requirements of this Lease. **A&M SYSTEM**, at its sole cost and expense, shall remove all Hazardous Substances stored, disposed of or otherwise released by **A&M SYSTEM**, its assignees, subtenants, agents, employees, contractors or invitees onto or from the Premises, in a manner and to a level satisfactory to **LANDLORD** in its reasonable discretion, but in no event to a level and in a manner less than that which complies with all environmental requirements and does not limit any future uses of the Premises or require the recording of any deed restriction or notice regarding the Premises. **A&M SYSTEM** shall perform such work at any time during the period of the Lease upon written request by **LANDLORD** or, in the absence of a specific request by **LANDLORD**, before **A&M SYSTEM's** right to possession of the Premises terminates or expires. If **A&M SYSTEM** fails to perform such work within the time period specified by **LANDLORD** or before **A&M SYSTEM's** right to possession terminates or expires (whichever is earlier), **LANDLORD** may at its discretion, and without waiving any other remedy available under this Lease or at law or equity (including without limitation an action to compel **A&M SYSTEM** to perform such work), perform such work at **A&M SYSTEM's** cost. **A&M SYSTEM** shall pay all costs incurred by **LANDLORD** in performing such work within thirty (30) days after **LANDLORD's** request therefor. **A&M SYSTEM** agrees not to enter into any agreement with any person, including without limitation any governmental authority, regarding the removal of Hazardous Substances that have been disposed of or otherwise released onto or from the Premises without the written approval of the **LANDLORD**.

LANDLORD will indemnify **A&M SYSTEM** from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims and for reasonable fees of attorneys, consultants, and experts) which are brought or recoverable against, or suffered or incurred by **A&M SYSTEM** to the extent caused by any release of Hazardous Substances in violation of applicable environmental requirements by **LANDLORD**; excluding however, any Hazardous Substances introduced by **A&M SYSTEM** or its agents, employees, contractors, subtenants, assignees or invitees.

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 **LANDLORD's Maintenance Obligations.** **LANDLORD** shall maintain the roof, foundation, the structural soundness of the exterior walls of the Building, and the sprinkler loop serving the Premises in good repair, reasonable wear and tear excepted. Further, Landlord shall maintain the Common Area of the Project, including, the parking areas, driveways and landscaping, in good repair, reasonable wear and tear excepted. All costs incurred by **LANDLORD** in performing its obligations hereunder shall be included in Operating Expense charges, except to the extent expressly excluded under Section 3.02(b) above. **A&M SYSTEM** shall repair and pay for any damage caused by **A&M SYSTEM**, or **A&M SYSTEM's** employees agents or invitee, or caused by **A&M SYSTEM's** default hereunder. The term "walls" as used in this paragraph shall not include windows, glass or plate glass, doors, special storefronts or office entries. **A&M SYSTEM** shall immediately give **LANDLORD** written notice of defect or need for repairs, after which Landlord shall have reasonable opportunity to repair same or cure such defect. **LANDLORD's** liability with respect to any defects, repairs or maintenance for which **LANDLORD** is responsible under any of the provisions of this Lease shall be limited to the cost of such repairs or maintenance or the curing of such defect. For emergency and security purposes, and for maintaining the Premises, **LANDLORD** reserves the right, upon not less than 24 hours' notice to **A&M SYSTEM** (if possible), to enter and inspect the Premises and to make any necessary repairs or adjustments, and for showing the Premises to prospective lenders or purchasers, and, during the last nine (9) months of the term, for showing the Premises to prospective tenants.

5.02 **LANDLORD's Failure to Maintain.** If **LANDLORD** fails to perform its maintenance and repair obligations hereunder and if (i) the lack of such maintenance and repair by **LANDLORD** materially impairs **A&M SYSTEM's** use of the Premises, and (ii) **LANDLORD** fails to make any required repairs within thirty (30) days (or as soon as is reasonably practicable in the event of an emergency that presents a threat to the health or safety of **A&M SYSTEM**, its employees, clients, representatives, agents, customers, or other persons

frequenting the Premises) after the receipt of **A&M SYSTEM's** written notice or, in the event the nature of **LANDLORD's** obligation is such that more than thirty (30) days are required for its performance and **LANDLORD** fails to commence performance within the thirty (30) day period and thereafter diligently pursue the completion of same using commercially reasonable efforts, **A&M SYSTEM** may, at its option, make such repair or replacement on **LANDLORD's** behalf and **LANDLORD** shall reimburse **A&M SYSTEM** for **A&M SYSTEM's** reasonable out-of-pocket costs and expenses in connection with the exercise of such right within thirty (30) days after receipt of an invoice therefor (which invoice shall include documentation evidencing such costs); provided that if the repair or replacement affects any portion of the Building which is the subject of any warranty or maintenance/service agreement (such as, without limitation, the roof), **A&M SYSTEM** shall use **LANDLORD's** designated contractor for such repair and/or replacement so as not to impair or invalidate the warranty or maintenance/service agreement. In the case of any damage to such components or systems caused by **A&M SYSTEM** or **A&M SYSTEM's** agents, employees, contractors, customers, licensees or invitees, the cost to repair the same shall be paid for by **A&M SYSTEM**.

5.03 A&M SYSTEMS's Maintenance Obligations. **A&M SYSTEM** shall at its own cost and expense keep and maintain all parts of the Premises (except those for which **LANDLORD** is expressly responsible under the terms of this Lease) in good condition, promptly making all necessary repairs and replacements, including but not limited to, windows, glass, plate glass, doors, and special office entries, interior walls and finish work, floors and floor covering, heating and air conditioning systems, lighting, electrical systems, dock boards, truck doors, door bumpers, paving, plumbing lines, equipment, and fixtures, termite and pest extermination, regular removal of trash and debris, keeping the whole of the Premises in a clean and sanitary condition. **A&M SYSTEM** shall, at its own cost and expense, enter into a regularly scheduled preventive maintenance/service contract with a maintenance contractor for servicing all heating and air conditioning systems and equipment within or exclusively serving the Premises. The maintenance contractor and the contract must be approved by **LANDLORD**. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual and must become effective (and a copy thereof delivered to **LANDLORD**) within thirty (30) days of the date **A&M SYSTEM** takes possession of the Premises and provide for service not less than a quarterly basis. Within ten (10) days after receipt of a request from **LANDLORD**, **A&M SYSTEM** shall deliver to **LANDLORD** copies of all maintenance or service reports performed in connection with or pursuant to such maintenance/service contract. If **A&M SYSTEM** fails to perform any repair or replacement for which it is responsible, **LANDLORD** may perform such work and be reimbursed by **A&M SYSTEM** within ten (10) days after demand therefor, together with an administration charge in an amount equal to five percent (5%) of the cost of the repairs. **A&M SYSTEM** shall bear the full cost of any repair or replacement to any part of the Building or Project that results from damage caused by **A&M SYSTEM**, its agents, contractors, or invitees.

ARTICLE 6 **CONDEMNATION**

If a condemnation proceeding results in a partial taking of the Premises, and the remainder of the Premises is useful to **A&M SYSTEM** as determined by **A&M SYSTEM** in its

sole discretion, then the rent specified in Article 3.01 will be equitably adjusted as of the date of the taking of possession by the condemning authority. If a condemnation proceeding results in a total taking of the Premises, then all rent and charges will be prorated to the date of the taking of possession by the condemning authority and this Lease will be terminated. In addition, if any part of the Project should be taken by condemnation or sale in lieu thereof, and such taking would, in **LANDLORD**'s judgment, interfere with or impair its ownership or operation of the Project, then **LANDLORD** may terminate this Lease as of the date of the taking by written notice to **A&M SYSTEM**, in which case all rent and charges will be prorated to the date of such termination. **A&M SYSTEM** shall have the right, to make a separate claim against the condemning authority (but not **Landlord**) for such compensation as may be separately awarded or recoverable by **A&M SYSTEM** for moving expenses and damage to **A&M SYSTEM**'s trade fixtures, if a separate award for such items is made to **A&M SYSTEM**.

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, **LANDLORD** will, within (30) days after the date of the casualty, provide written notice to **A&M SYSTEM** (the "Repair Estimate") of the amount of time **LANDLORD** estimates it will take to repair the damage. If the Repair Estimate states that it will take more than four (4) months to repair the damage, and **A&M SYSTEM** determines in its sole discretion that it is prevented from using the Premises in a manner reasonably comparable to its use immediately before such fire or other casualty, then **A&M SYSTEM** may terminate this Lease by written notice to **LANDLORD** delivered within 30 days following its receipt of the Repair Estimate. In addition, if any part of the Building is damaged by fire or other casualty and **LANDLORD** estimates that it will take more than six (6) months to repair the damage, then **LANDLORD** will have the right to terminate this Lease by written notice to **A&M SYSTEM** within sixty (60) days after the date of the casualty. If neither **A&M SYSTEM** or **LANDLORD** opts to terminate this Lease, then **LANDLORD** will, subject to receipt of sufficient insurance proceeds, promptly 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 estimated date of completion set forth in the Repair Estimate, which date will be extended to the extent of any Reconstruction Delays (hereinafter defined), **A&M SYSTEM** will have the right to terminate this Lease by written notice delivered to **LANDLORD** within 15 days following the end of that 60-day period, as may be extended, but in any event prior to **LANDLORD**'s substantial completion of the required restoration. For purposes of this Lease, the term "Reconstruction Delays" shall mean: (i) any delays caused by the insurance adjustment process; (ii) any delays caused by **A&M SYSTEM**; and (iii) any delays caused by events of force majeure. Notwithstanding the foregoing, either party may terminate this Lease if the Premises are damaged during the last year of the Term and **LANDLORD** reasonably estimates that it will take more than one month to repair such damage..

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 **A&M SYSTEM**, and during the term of this Lease or any renewal thereof, **LANDLORD** will carry and maintain the following types of insurance, in the amounts specified and in the form hereinafter provided for (i) causes of loss – special form 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** must deliver to **A&M SYSTEM** upon request a certificate evidencing such coverages. All such policies must be written by insurance companies authorized to do business in Texas. **LANDLORD** may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary, including, but not limited to, rent loss insurance. The Project or Building may be included in a blanket policy (in which case the cost of such insurance allocable to the Project or Building will be determined by **LANDLORD** based upon the insurer's cost calculations).

8.02 A&M SYSTEM's Insurance Obligations. **LANDLORD** acknowledges that, because **A&M SYSTEM** is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of **A&M SYSTEM** or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of **A&M SYSTEM** is provided by **A&M SYSTEM** as mandated by the provisions of the Texas Labor Code, Chapter 503. **A&M SYSTEM** will have the right, at its option, to (a) obtain liability insurance protecting **A&M SYSTEM** and its employees and property insurance protecting **A&M SYSTEM's** buildings and the contents, to the extent authorized by Section 51.966 of the Texas Education Code or other law; or (b) self-insure against any risk that may be incurred by **A&M SYSTEM** as a result of its operations under this Lease.

8.03 Mutual Waiver of Subrogation. Notwithstanding anything to the contrary set forth in this Lease, and to the extent authorized by the Constitution and statutes of the State of Texas, neither party nor its officers, directors, employees, managers, agents, invitees or contractors shall be liable to the other for loss or damage caused by any risk coverable by causes of loss – special form property insurance, and each party waives any claims against the other party, and its officers, directors, employees, managers, agents, invitees and contractors for such loss or damage, **EVEN IF THE SAME IS CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTY**; provided that any deductibles paid by **LANDLORD** shall be included in Operating Expense charges. The failure of a party to insure its property shall not void its waiver. **LANDLORD** and its agents, employees and contractors shall not be liable for, and **A&M SYSTEM** hereby waives all claims against such parties for, business interruption and losses occasioned thereby sustained by **A&M SYSTEM** or any person claiming through **A&M SYSTEM** resulting from any accident or occurrence in or upon the Premises or the Project from any cause whatsoever, **INCLUDING WITHOUT LIMITATION, DAMAGE CAUSED IN**

WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE NEGLIGENCE OF LANDLORD OR ITS AGENTS, EMPLOYEES OR CONTRACTORS.

ARTICLE 9
ASSIGNMENT AND SUBLETTING

A&M SYSTEM may assign this Lease or sublet the Premises, in whole or in part, to any member of The Texas A&M University System or any agency of the State of Texas, but may not assign this Lease or sublet all or any part of the Premises to any other parties (persons or corporations) without the prior written consent of **LANDLORD**, which consent will not be unreasonably withheld or delayed. Within thirty (30) days after **LANDLORD's** receipt of a request for an assignment of this Lease or a sublease of the Premises, **LANDLORD** shall either: (1) consent or reasonably refuse consent to the proposed assignment or sublease in writing; (2) in the event of a proposed assignment of this Lease, terminate this Lease; or (3) in the event of a proposed subletting, terminate this Lease with respect to the portion of the Premises which **A&M SYSTEM** proposes to sublease. Any such termination shall be effective as of the date the subletting or assignment described in **A&M SYSTEM's** notice is to be effective. Upon any such termination **LANDLORD** and **A&M SYSTEM** shall have no further obligations or liabilities to each other under this Lease, except with respect to obligations or liabilities which accrue hereunder as of the termination date in the same manner as if such termination date were the date originally fixed for the expiration of the term hereof.

ARTICLE 10
COMPLIANCE WITH STATE AND FEDERAL LAW

10.01 Accessibility. Landlord makes no representations or warranties, and hereby expressly disclaims any representations or warranties, whether or not the Premises is in compliance with The Texas Accessibility Standards 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 Regulation (“TDLR”); or the ADA Accessibility Guidelines promulgated under The Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. § 12181 *et seq* (the “ADA”). **A&M SYSTEM** shall be solely responsible for compliance with all applicable laws (including the TDLR and the ADA) with respect to the use, condition, configuration or occupancy of the Premises.

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 delinquencies are paid in full.

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.

10.05 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** must provide immediate written notice to **A&M SYSTEM** 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 **A&M SYSTEM**, **A&M SYSTEM** may terminate this Lease.

ARTICLE 11
DEFAULT BY A&M SYSTEM

If **A&M SYSTEM** fails to perform any of its obligations hereunder within thirty (30) days after written notice from **LANDLORD** specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of thirty (30) days, then after such period of time as is reasonably necessary), then **A&M SYSTEM** shall be in default hereunder and **LANDLORD** may seek to enforce any rights and remedies it has hereunder or at law or in equity, including without limitation termination of this Lease and/or termination of **A&M SYSTEM**’s right of possession.

ARTICLE 12
DEFAULT BY LANDLORD

If **LANDLORD** fails to perform any of its obligations hereunder within thirty (30) days after written notice from **A&M SYSTEM** specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of thirty (30) days, then after such period of time as is reasonably necessary), then **LANDLORD** shall be in default hereunder and **A&M SYSTEM** may seek to enforce any rights and remedies it has hereunder or at law or in equity. All obligations of **LANDLORD** under this Lease will be binding upon

LANDLORD only during the period of its ownership of the Premises and not thereafter. The term “**LANDLORD**” as used in this Lease shall mean only the owner, for the time being of the Premises, and in the event of the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all obligations of **LANDLORD** thereafter accruing, but such obligations shall be binding during the Term upon each new owner for the duration of such owner’s ownership. The liability of **LANDLORD** (and its partners, shareholders or members) to **A&M SYSTEM** (or any person or entity claiming by, through or under **A&M SYSTEM**) for any default by **LANDLORD** under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises and/or other areas of the Building or Project shall be limited to **A&M SYSTEM**’s actual direct, but not consequential, damages therefor

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.01 Notices. Any notice required or permitted under this Lease must be in writing, and will be deemed to be delivered (whether actually received or not) (i) within five (5) days after when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, or (ii) on the next business day when deposited with a nationally recognized overnight courier service for next day delivery, and, in each case, addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. **A&M SYSTEM** and **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: CPT Lanark Distribution Center, LLC
c/o AEW Capital Management, L.P.
Attn: Asset Manager
2 Seaport Lane
Boston, Massachusetts 02210

A&M SYSTEM: Texas Division of Emergency Management
Attn: Sandra Fulenwider, Division Chief - Administration
1033 La Posada Drive, Suite 250
Austin, Texas 78752
Phone: 512-424-2102
Email: sandra.fulenwider@tdem.texas.gov

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
Fax: 979-458-6359
Email: sreo@tamus.edu

13.02 Force Majeure. Except with respect to the payment of rent or other sums hereunder, neither party shall be held responsible for delays in the performance of 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.

13.03 Governing Law. 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, will be governed and determined by the Constitution and the laws of the State of Texas.

13.04 Venue. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against **A&M SYSTEM** will be in the county in which the primary office of the chief executive officer of **A&M SYSTEM** is located.

13.05 Entire Agreement. This Lease and any document incorporated herein by reference constitutes the complete agreement of **LANDLORD** and **A&M SYSTEM** and supersedes any prior understanding or agreement, written or oral, between them regarding the issues covered by this Lease. This Lease may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their permitted successors or assigns.

13.06 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.

13.07 Brokerage Commissions. **A&M SYSTEM** and **LANDLORD** each represent to the other that it has not dealt with any real estate broker or agent in connection with this Lease other than Stream Realty Partners, LP (the "Broker"). Landlord agrees to pay a commission to the Broker in connection with this Lease pursuant to a separate written agreement between Landlord and the Broker.

13.08 Estoppel Certificates. **A&M SYSTEM** agrees, from time to time, within twenty (20) days after request of **LANDLORD**, to execute and deliver to **LANDLORD**, or **LANDLORD's** designee, any estoppel certificate reasonably requested by **LANDLORD**. Any statement or representation of **A&M SYSTEM** in any estoppel certificate delivered pursuant to this Lease that would modify the rights, privileges or duties of **LANDLORD** or **A&M SYSTEM** expressly set forth hereunder will be of no force and effect and may not be relied on by any person.

13.09 Rules and Regulations. **A&M SYSTEM** 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. Any changes to the rules and regulations promulgated subsequent to

commencement of this Lease shall not be binding on **A&M SYSTEM** until the same are submitted to **A&M SYSTEM** in writing.

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

13.11 Successors and Assigns. Subject to the terms of Article 9 above, this Lease and each and all of its covenants, obligations and conditions will inure to the benefit of and be binding upon the successors and assigns of **LANDLORD** and **A&M SYSTEM**.

13.12 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 reasonably cooperate with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested.

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

13.14 A&M SYSTEM Requests. Whenever **A&M SYSTEM** requests **LANDLORD** to take any action not required of it hereunder or give any consent or approval required or permitted under this Lease, **A&M SYSTEM** will reimburse **LANDLORD** for **LANDLORD's** actual reasonable, out-of-pocket costs payable to third parties and incurred by **LANDLORD** in reviewing the proposed action or consent, including reasonable attorneys', engineers' or architects' fees, within thirty (30) days after **LANDLORD's** delivery to **A&M SYSTEM** of a statement of such costs. **A&M SYSTEM** will be obligated to make such reimbursement without regard to whether **LANDLORD** consents to any such proposed action.

13.15 Memorandum. Neither this Lease nor a memorandum of lease shall be filed by or on behalf of **A&M SYSTEM** in any public record. **LANDLORD** may prepare and file, and upon request by **LANDLORD**, **A&M SYSTEM** will execute a memorandum of lease.

13.16 Reserved Rights. **LANDLORD** reserves to itself the right, from time to time, to grant such easements, rights and dedications and to perform such alterations or improvements that **LANDLORD** deems necessary or desirable, and to cause the recordation of parcel maps, easement agreements and covenants, conditions and restrictions, so long as such easements, rights, dedications, maps and covenants, conditions and restrictions, or alterations and improvements do not unreasonably interfere with the permitted use of the Premises by **A&M SYSTEM**.

13.17 Calculation of Charges. **LANDLORD** and **A&M SYSTEM** agree that each provision of this Lease for determining charges and amounts payable by **A&M SYSTEM** is commercially reasonable and, as to each such charge or amount, constitutes a statement of the

amount of the charge or a method by which the charge is to be computed for purposes of Section 93.012 of the Texas Property Code, as it may be amended or succeeded.

13.18 Late Charges. If **A&M SYSTEM** is delinquent in any monthly installment of Base Rent, Estimated Operating Expense charges or other sums due and payable hereunder for more than five (5) days, **A&M SYSTEM** shall pay to **LANDLORD** on demand a late charge equal to five percent (5%) of such delinquent sum. In addition, all payments required of **A&M SYSTEM** hereunder which are more than thirty (30) days past due shall bear interest from the date due until paid at the lesser of fifteen percent or the maximum lawful rate of interest. The parties agree that such late charge and interest represent a fair and reasonable estimate of the costs that **LANDLORD** will incur by reason of such late payment by **A&M SYSTEM**. The provision for such late charge shall be in addition to all of **LANDLORD**'s other rights and remedies hereunder or at law and shall not be construed as a penalty.

13.19 Survival. All obligations of **A&M SYSTEM** hereunder not fully performed as of the termination of the term of this Lease shall survive the termination of the Lease, including payment obligations with respect to Operating Expense charges and all obligations concerning the condition and repair of the Premises.

13.20 Subordination. This Lease and **A&M SYSTEM**'s interest and rights hereunder are and shall be subject and subordinate at all times to the lien of any first mortgage, now existing or hereafter created on or against the Project or the Premises, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof, without the necessity of any further instrument or act on the part of **A&M SYSTEM**. **A&M SYSTEM** agrees, at the election of the holder of any such mortgage, to attorn to any such holder. **A&M SYSTEM** agrees upon demand to execute, acknowledge and deliver such instruments, confirming such subordination and such instruments of attornment as may be reasonably requested by any such holder. Notwithstanding the foregoing, any such holder may at any time subordinate its mortgage to this Lease, without **A&M SYSTEM**'s consent, by notice in writing to **A&M SYSTEM**, and thereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates of execution, delivery or recording and in that event such holder shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution, delivery and recording of such mortgage and had been assigned to such holder. The term "mortgage" whenever used in this Lease shall be deemed to include deeds of trust, security assignments and any other encumbrances, and any reference to the "holder" of a mortgage shall be deemed to include the beneficiary under a deed of trust. In the event of any default by **LANDLORD** under this Lease, the holder of the mortgage, deed of trust, ground lease or sale-leaseback shall have the right to cure such default during the same time period provided to **LANDLORD** but shall have no obligation to cure any default under this Lease.

13.21 Holdover. If **A&M SYSTEM** retains possession of the Premises after the termination of Term, unless otherwise agreed in writing, such possession shall be subject to immediate termination by **LANDLORD** at any time, and all of the other terms and provisions of this Lease (excluding any expansion or renewal option or other similar right or option) shall be applicable during such holdover period, except that **A&M SYSTEM** shall pay **LANDLORD**

from time to time, upon demand, as Base Rent for the holdover period on a per month basis without reduction for any partial months during any such holdover, an amount equal to 150% of the Base Rent in effect on the termination date. All other payments shall continue under the terms of this Lease. In addition, **A&M SYSTEM** shall be liable for all damages incurred by **LANDLORD** as a result of such holding over. No holding over by **A&M SYSTEM**, whether with or without consent of **LANDLORD**, shall operate to extend this Lease except as otherwise expressly provided, and this Section 13.21 shall not be construed as consent for **A&M SYSTEM** to retain possession of the Premises.

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:

14.1 Signage. **A&M SYSTEM** shall not make any changes to the exterior of the Premises, install any exterior lights, decorations, balloons, flags, pennants, banners, or painting, or erect or install any signs, windows or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises, without **LANDLORD**'s prior written consent. Upon surrender or vacation of the Premises, **A&M SYSTEM** shall have removed all signs and repair, paint, and/or replace the building fascia surface to which its signs are attached. **A&M SYSTEM** shall obtain all applicable governmental permits and approvals for sign and exterior treatments. **A&M SYSTEM** shall have the right, at **A&M SYSTEM**'s expense, to install a corporate identification sign on the Building above the entry to the Premises (the "Building Sign"); provided that (i) **A&M SYSTEM** obtains all necessary approvals from any governmental authorities having jurisdiction over **A&M SYSTEM**, the Project, or the Building Sign), (ii) the Building Sign conforms to all applicable laws, rules and regulations of any governmental authorities having jurisdiction over the Building Sign or the Project and all restrictive covenants applicable to the Project, and (iii) the Building Sign conforms to the signage specifications for the Project, and (iv) **A&M SYSTEM** obtains **LANDLORD**'s written consent to any proposed signage and lettering prior to its fabrication and installation. To obtain **LANDLORD**'s consent, **A&M SYSTEM** shall submit design drawings to **LANDLORD** showing the type and sizes of all lettering; the colors, finishes and types of materials used. **A&M SYSTEM** shall pay all costs associated with the Building Sign, including without limitation, installation expenses, maintenance and repair costs, utilities and insurance. **A&M SYSTEM** agrees that, subject to inclusion in Operating Expense charges, **LANDLORD** shall have the right, after notice to **A&M SYSTEM**, to temporarily remove and replace the Building Sign in connection with and during the course of any repairs, changes, alterations, modifications, renovations or additions to the Building. **A&M SYSTEM** shall maintain the Building Sign in good condition. Upon expiration or earlier termination of the Lease, **A&M SYSTEM** shall, at its sole cost and expense, remove the Building Sign and repair all damage caused by such removal, failing which, **LANDLORD** may remove the Building Sign at **A&M SYSTEM**'s sole cost and expense.

14.2 Alterations. Any alterations, additions, or improvements made by or on behalf of **A&M SYSTEM** to the Premises ("Alterations") shall be subject to **LANDLORD**'s prior written

consent. **A&M SYSTEM** shall cause, at its expense, all Alterations to comply with insurance requirements and with applicable laws and shall construct at its expense any alteration or modification required by applicable laws as a result of any Alterations. All Alterations shall be constructed in a good and workmanlike manner by contractors reasonably acceptable to **LANDLORD** and only good grades of materials shall be used. All plans and specifications for any Alterations shall be submitted to **LANDLORD** for its approval. **LANDLORD** may monitor construction of the Alterations. **LANDLORD**'s right to review plans and specifications and to monitor construction shall be solely for its own benefit, and **LANDLORD** shall have no duty to see that such plans and specifications or construction comply with applicable laws. **A&M SYSTEM** shall provide **LANDLORD** with the identities and mailing addresses of all persons performing work or supplying materials, prior to beginning such construction, and **LANDLORD** may post on and about the Premises notices of non-responsibility pursuant to applicable law. **A&M SYSTEM** shall provide certificates of insurance for worker's compensation and other coverage in amounts and from an insurance company satisfactory to **LANDLORD** protecting **LANDLORD** against liability for personal injury or property damage during construction. In no event shall **A&M SYSTEM** perform any roof penetrations without **LANDLORD**'s prior written consent, and **LANDLORD** shall have the right to designate any roofing contractor having a warranty or maintenance service agreement on the roof to perform such work, or otherwise approve of the contractor performing such work. Upon completion of any Alterations, **A&M SYSTEM** shall deliver to **LANDLORD** sworn statements setting forth the names of all contractors and subcontractors who did work on the Alterations and final lien waivers from all such contractors and subcontractors. Upon surrender of the Premises, all Alterations and any leasehold improvements constructed by **LANDLORD** or **A&M SYSTEM** shall remain on the Premises as **LANDLORD**'s property, except to the extent **LANDLORD** requires removal at **A&M SYSTEM**'s expense of any such items or **LANDLORD** and **A&M SYSTEM** have otherwise agreed in writing in connection with **LANDLORD**'s consent to any Alterations. **A&M SYSTEM** shall repair any damage caused by such removal.

14.3 Parking. **A&M SYSTEM** shall be entitled to use **A&M SYSTEM**'s pro rata share of parking spaces in common with other tenants of the Project in those areas designated for non-reserved parking. **LANDLORD** may allocate parking spaces among **A&M SYSTEM** and other tenants in the Project if **LANDLORD** determines that such parking facilities are becoming crowded. **LANDLORD** shall not be responsible for enforcing **A&M SYSTEM**'s parking rights against any third parties. **LANDLORD** shall not be responsible for any damage or theft to vehicles parking at the Project. **LANDLORD** shall not be responsible for policing the parking areas.

14.4 AS-IS Acceptance. **A&M SYSTEM ACKNOWLEDGES THAT A&M SYSTEM HAS INSPECTED THE THE PREMISES AND, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS LEASE, A&M SYSTEM HEREBY ACCEPTS THE PREMISES, THE BUILDING AND THE PROJECT (INCLUDING THE SUITABILITY OF THE PREMISES FOR THE PERMITTED USE) IN "AS IS" CONDITION WITH ANY AND ALL FAULTS AND WITHOUT RELYING UPON ANY REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED) OF LANDLORD OR ANY REPRESENTATIVE OF LANDLORD NOT EXPRESSLY SET FORTH IN THIS LEASE. LANDLORD HAS NOT MADE AND DOES NOT HEREBY MAKE AND**

HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES AND ITS CONDITION (INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY REGARDING QUALITY OF CONSTRUCTION, STATE OF REPAIR, WORKMANSHIP, MERCHANTABILITY, HABITABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE) AND A&M SYSTEM HAS NOT RELIED ON ANY SUCH REPRESENTATIONS OR WARRANTIES NOT EXPRESSLY SET FORTH IN THIS LEASE.

[SIGNATURE PAGE FOLLOWS]

EXECUTED this _____ day of _____, 2020 by LANDLORD.

**CPT LANARK DISTRIBUTION CENTER,
LLC**, a Delaware limited liability company

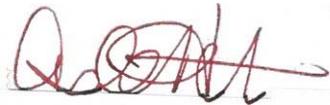
By: Sara Cassidy
SARA CASSIDY
Authorized Signatory

EXECUTED this _____ day of _____, 2020 by A&M SYSTEM.

**BOARD OF REGENTS OF THE TEXAS A&M
UNIVERSITY SYSTEM**, an agency of the State of
Texas, for the use and benefit of Texas Division of
Emergency Management

By: W. NIM KIDD
W. NIM KIDD
Vice Chancellor for Disaster and Emergency
Services and Chief of the Texas Division of
Emergency Management

APPROVED AS TO FORM:



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

EXHIBIT A

LOCATION OF PREMISES

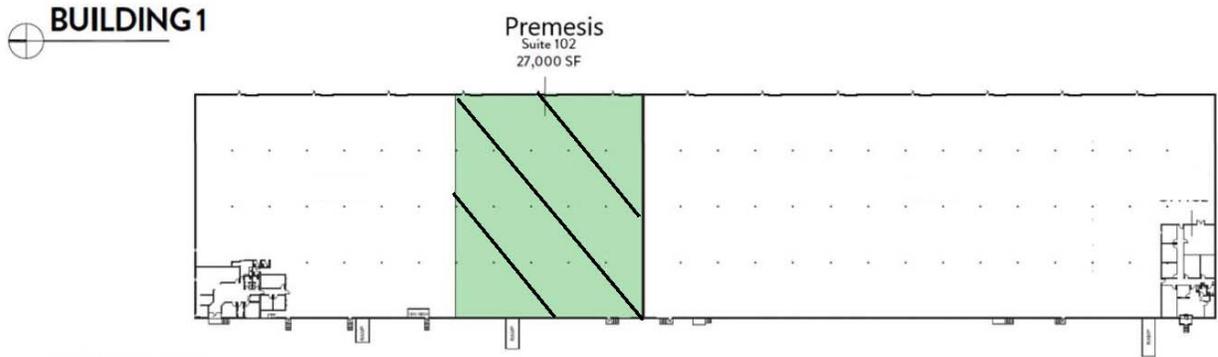


EXHIBIT A-1

LEGAL DESCRIPTION OF PROJECT LAND

A 10.21 acre, or 444,500 square feet, tract of land, being all of Lot 5, Block 1, New City Block 13741, BURNS INDUSTRIAL SUBDIVISION, City of San Antonio, Bexar County, Texas, according to the plat recorded in Volume 8800, Page 128, Deed and Plat Records, Bexar County, Texas, situated within the City of San Antonio, Bexar County, Texas, together with appurtenant easement rights created in Easement Agreement recorded in Volume 1815, Page 901, Real Property Records, Bexar County, Texas.