

AGREEMENT FOR LEASE OF SPACE

THIS AGREEMENT FOR LEASE OF SPACE (this "Lease") is effective the _____ day of _____, 200__, by and between **WEBB COUNTY, TEXAS**, as landlord ("**WEBB COUNTY**") and the **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, as tenant ("**TAMUS**"), for the use and benefit of Texas A&M International University ("University").

ARTICLE 1 PREMISES

1.01 Exclusive Use. **WEBB COUNTY**, for the sum of \$1.00, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration and the mutual covenants and obligations of this Lease, hereby leases to **TAMUS** the exclusive use of the following property in Webb County, Texas (the "Leased Premises"):

The land (the "Land") and building (the "Building") located at 915 Zaragoza Street, Laredo Webb County, Texas, as shown on Exhibit "A" attached hereto, and identified as Property Identification Number 159745 in the records of the Webb County Central Appraisal District

1.02 Accessibility. **TAMUS** shall be responsible for addressing with state and federal agencies all ADA access issues in compliance with:

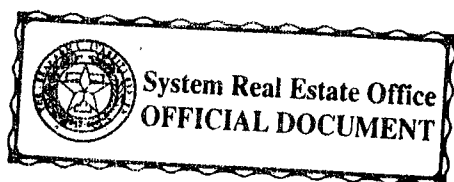
- A. The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq., or as may be amended), and
- B. Chapter 469, Texas Government Code (Elimination of Architectural Barriers) (as may be amended).

An on-site inspection of the Leased Premises must be performed pursuant to Chapter 469 of the Government Code to ensure compliance with the accessibility standards and specifications adopted by the Texas Commission of Licensing and Regulation. If the Inspector finds any condition not in compliance with TCLR accessibility standards and specifications, then **TAMUS** shall have a right to cancel and shall cancel this Lease, unless any noncomplying conditions are corrected not later than the 60th day after the Inspector delivers the results of the inspection or by a later date established by TCLR, if circumstances justify a later compliance date.

TAMUS shall pay any fees charged by TCLR for inspection of the Leased Property under Chapter 469. If this Lease is cancelled by **TAMUS** pursuant to the requirements of Chapter 469, the cancellation shall be effective upon written notice to **WEBB COUNTY**, and shall not subject **TAMUS** to any claim by **WEBB COUNTY** for damages or liability arising therefrom.

1.03 Utilities. **TAMUS** shall be responsible for the payment of all utilities serving the Leased Premises.

1.04 Taxes. **WEBB COUNTY** and **TAMUS** are tax exempt; **WEBB COUNTY** shall pay any ad valorem taxes that become due and owing on the Leased Premises during the term of this Lease.



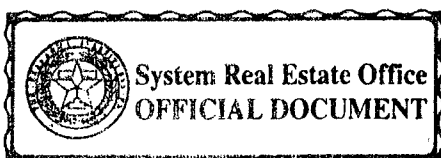
- 1.05 Alterations and Improvements. TAMUS, at TAMUS' expense, shall have the right, upon obtaining WEBB COUNTY'S prior written consent, to remodel, redecorate, and make improvements and replacements of and to all or any part of the Leased Premises from time to time as TAMUS may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. TAMUS shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by TAMUS at the commencement of the Lease term or placed or installed on the Leased Premises by TAMUS thereafter, shall remain TAMUS's property free and clear of any claim by WEBB COUNTY. TAMUS shall have the right to remove the same at any time during the term of this Lease provided that TAMUS shall repair, at TAMUS's expense, all damage to the Leased Premises caused by such removal.
- 1.06 Signs. Following WEBB COUNTY's consent in writing, TAMUS shall have the right to place on the Leased Premises, at locations selected by TAMUS, any signs which are permitted by applicable zoning ordinances and private restrictions. WEBB COUNTY may refuse consent to any proposed signage that is in WEBB COUNTY's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises. WEBB COUNTY shall assist and cooperate with TAMUS in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for TAMUS to place or construct the foregoing signs. TAMUS shall repair all damage to the Leased Premises resulting from the removal of signs installed by TAMUS.

ARTICLE 2
TERM

- 2.01 Fixed Term. The term of this Lease will be twenty-five (25) years, beginning December 15, 2006 (the "Commencement Date") and ending December 14, 2031, unless terminated or extended pursuant to this Lease.
- 2.02 Early Termination. TAMUS may terminate this Lease, with or without cause, by sending WEBB COUNTY ninety (90) calendar days' written notice of its intent to terminate. TAMUS must remove all of its personal property from the Leased Premises on or before the termination date.
- 2.03 Renewal. Upon mutual agreement of the parties this Lease may be renewed and extended for two additional periods of five years each. TAMUS may exercise its option to renegotiate this Lease by giving WEBB COUNTY written notice not less than ninety (90) days prior to the end of the then current term.

ARTICLE 3
USE

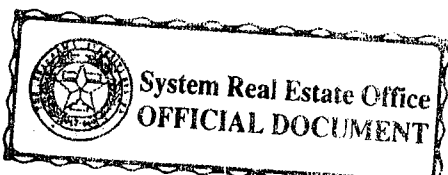
- 3.01 TAMUS agrees that the Leased Premises shall be used exclusively by Texas A&M International University, and Texas A&M International University will operate the Leased Premises in support of the Casa de las Culturas program (or any similar replacement program) dedicated to (i) preserving the historic, linguistic and cultural heritage of the Laredo border region, (ii) fostering a broad appreciation of the arts, and (iii) providing cultural programs and activities that will complement the educational experience of University and the general public and contribute to recruitment, retention and graduation. The Casa de las Culturas program will be staffed, managed and operated by the University.



- 3.02 TAMUS shall insure that the Leased Premises will be used by Texas A&M International University to support research and development that will strengthen the economy of Webb County by offering services that promote the growth, expansion, innovation, productivity, and efficient management of business.
- 3.03 TAMUS agrees that the Leased Premises are to be used in support of programs and activities to be implemented and maintained by Texas A&M International University and in this regard it shall make clear through appropriate signage on the Leased Premises that **WEBB COUNTY** supports the Casa de las Culturas program.
- 3.04 TAMUS and Texas A&M International University shall provide **WEBB COUNTY** with opportunities and programs designed to enhance **WEBB COUNTY'S** staff development, continuing education and participate in cultural events in support of and in conjunction with **WEBB COUNTY'S** "Villa Antiqua" and **WEBB COUNTY'S** initiatives. As part of the consideration to **WEBB COUNTY** for leasing the Leased Premises, TAMUS and Texas A&M International University agrees to permit **WEBB COUNTY** to use the Leased Premises for neighborhood meetings, town hall meetings and other governmental related functions on days and at times of the day as mutually agreed to.
- 3.05 TAMUS and Texas A&M International University agree that the Leased Premises shall not be used for political activities.

ARTICLE 4
UTILITIES AND MAINTENANCE

- 4.01 Utilities and Maintenance. For the entire term of this Lease and at its sole cost and expense, including any renewal terms, TAMUS agrees :
 - 4.01.01 to pay for all utilities;
 - 4.01.02 to pay for all landscape maintenance expenses;
 - 4.01.03 to pay for all extermination services to the Leased Premises at intervals necessary to eradicate pests;
 - 4.01.04 TAMUS will be responsible for keeping the Leased Premises clean and shall provide janitorial services to the Leased Premises at its expense;
 - 4.01.05 during the Lease term to make all necessary day-to-day repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease;
 - 4.01.06 to be responsible for replacement of all bulbs, lamps, tubes and starters used in lighting fixtures;
 - 4.01.07 to keep all air conditioning filters clean and free from dirt and replace them when necessary;
 - 4.01.08 to keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and use same only for the purposes for which they were constructed and to prohibit any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein and to repair any damage to any such apparatus and clear stopped plumbing resulting from misuse; and
 - 4.01.09 to keep the interior, non-structural portions of the Leased Premises, all HVAC systems and the non-structural elements of all doors and entrances, in good clean



order, condition and repair, and shall deliver same to **WEBB COUNTY** at the termination of this Lease in good order and condition, ordinary wear and tear excepted.

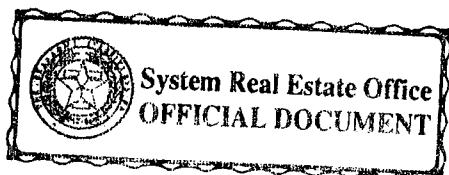
4.02 Except as otherwise provided, **WEBB COUNTY** shall maintain and repair the mechanical, electrical, and plumbing equipment and fixtures, roof, structural components, foundation, doors, glass, wiring (including within walls or ceilings or under flooring or floor coverings), plumbing lines and structure, and heating and air conditioning equipment, whether ordinary or extraordinary; provided, that **TAMUS** shall be responsible for damage to the Building arising from the act or negligence of **TAMUS**, its agents or employees. For emergency and security purposes, and for the purpose of maintaining the Building, **WEBB COUNTY** reserves the right, at reasonable times, to enter and inspect the Premises and to make any necessary repairs or adjustments. **TAMUS** agrees to give notice to **WEBB COUNTY** of the need for any repairs, and **WEBB COUNTY** shall promptly make the repairs.

4.03 In the event **WEBB COUNTY** fails to maintain the Building or make repairs as required, **TAMUS** shall give written notice thereof to **WEBB COUNTY** and if **WEBB COUNTY** fails to commence such maintenance within ten (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 Building, and **WEBB COUNTY** shall reimburse **TAMUS** within ten (10) days following the date of written demand. **TAMUS** shall also have the remedies set forth in Article 8.

ARTICLE 5
CONDEMNATION, CASUALTY
AND INTERRUPTION OF SERVICES

5.01 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 **WEBB COUNTY**, opt to continue this Lease. If **TAMUS** opts to continue this Lease, it shall give written notice to **WEBB COUNTY** prior to the taking of possession by the condemning authority and the rent shall be equitably adjusted. Alternatively, if **WEBB COUNTY** 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.

5.02 Casualty. Within ten (10) days following the date the Leased Premises are damaged by casualty, **TAMUS** shall give written notice to **WEBB COUNTY** stating whether **TAMUS** desires to either (i) continue use and occupancy of the Leased Premises or any undamaged portion of the Leased Premises, or (ii) terminate this Lease effective as of the date of the casualty. If **TAMUS** decides, in its sole discretion, to continue use and occupancy of the Leased Premises or any portion of the Leased Premises, **WEBB COUNTY** shall, at its expense and within thirty (30) days following the date of **TAMUS**' written notice, proceed with diligence to restore the Leased Premises to substantially the same condition that existed before the casualty, exclusive of any alterations, additions, improvements, fixtures and equipment installed by **TAMUS**, or exercise its right to terminate this Lease.



ARTICLE 6
COVENANTS AND OBLIGATIONS OF WEBB COUNTY

- 6.01** Quiet Enjoyment. **WEBB COUNTY** covenants and agrees that during the term of this Lease, and so long as **TAMUS** is not in breach of this Lease, **TAMUS** shall peaceably and quietly have, hold and enjoy the Leased Premises.

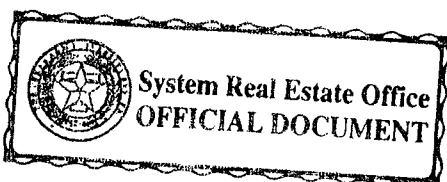
In the event of a default by **WEBB COUNTY** under this Section, **TAMUS** will give **WEBB COUNTY** written notice identifying the default and **WEBB COUNTY** will have ten (10) calendar days in which to cure or cause the cure of the default. If **WEBB COUNTY** fails or refuses to remedy the situation to **TAMUS**' satisfaction, **TAMUS** can terminate this Lease by giving **WEBB COUNTY** ten (10) calendar days written notice. If the activity or behavior presents a safety hazard to **TAMUS**' employees, agents, or representatives, **TAMUS** may immediately vacate the Leased Premises by giving **WEBB COUNTY** written notice and by paying a fee to **WEBB COUNTY** equivalent to one month of rent.

- 6.02** Ability to Lease. **WEBB COUNTY** 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 Leased Premises to **TAMUS**. Additionally, **WEBB COUNTY** warrants that the person executing this Lease on behalf of **WEBB COUNTY** is authorized to do so, and that such person has the capacity to do so.

- 6.03** Compliance with Law. **WEBB COUNTY** represents and warrants that **TAMUS**' intended use of the Leased Premises does not violate any current law, statute, ordinance or governmental rule or regulation, or any restriction placed on the real property on which the Leased Premises are located.

ARTICLE 7
TERMINATION BY WEBB COUNTY

- 7.01** Default. **WEBB COUNTY** may terminate this Lease if **TAMUS** fails to perform, keep and observe any terms, covenants, or conditions required by this Lease to be performed by **TAMUS**.
- 7.02** Notice of Default and Termination of Lease. In the event of such failure, **WEBB COUNTY** will give **TAMUS** written notice pursuant to Section 9.01 of this Lease. If the default continues for ten (10) calendar days after **TAMUS**' receipt of such notice, **WEBB COUNTY** may as its sole and exclusive remedy, terminate this Lease by giving **TAMUS** notice of termination sent pursuant to Section 9.01 of this Lease.
- 7.03** Non-appropriation of Funds by WEBB COUNTY. This Lease is contingent upon the availability of funds appropriated to **WEBB COUNTY**. Should **WEBB COUNTY** fail to appropriate adequate funds to pay any charges due under this Lease, **WEBB COUNTY** can terminate this Lease without any penalty or payment of termination fees, but if funding permits, **WEBB COUNTY** will give ninety (90) days prior written notice of termination to **TAMUS**.



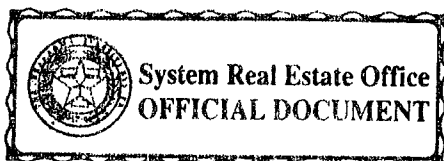
ARTICLE 8
TERMINATION BY TAMUS

- 8.01** Default. In addition to any other right of **TAMUS** to terminate this Lease, **TAMUS** may terminate this Lease and terminate all of its obligations at any time, upon or after the occurrence of any one of the following events.
- A. Breach or failure by **WEBB COUNTY** to perform, keep and observe, any terms, covenants, or conditions required by this Lease, and failure of **WEBB COUNTY** to remedy such breach or failure for a period of ten (10) calendar days after the receipt of such a written notice of breach;
 - B. Inability of **TAMUS** to use the Leased Premises for more than ten (10) consecutive calendar days due to any law, statute, ordinance, rule or regulation of any competent governmental authority.
- 8.02** Non-appropriation of Funds by TAMUS. This Lease is contingent upon the availability of funds appropriated to **TAMUS** by the Texas Legislature. Should the Texas Legislature fail to appropriate adequate funds to pay any charges due under this Lease, **TAMUS** can terminate this Lease without any penalty or payment of termination fees, but if funding permits, **TAMUS** will give ninety (90) days prior written notice of termination to **WEBB COUNTY**.
- 8.03** Property Removal. **TAMUS** must remove any of its equipment and personal property from the Leased Premises on or before the termination date.

ARTICLE 9
ASSIGNMENT AND SUBLETTING/SUBORDINATION

- 9.01** Assignment/Subletting. **TAMUS** will not assign this Lease, or sublet the Leased Premises or any part of the Leased Premises, without the prior written consent of **WEBB COUNTY**.
- 9.02** Subordination. **TAMUS** accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but **TAMUS** agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. **WEBB COUNTY** is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises or the Building. **TAMUS** agrees that it will from time to time upon request by **WEBB COUNTY** execute and deliver to such persons as **WEBB COUNTY** shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that **WEBB COUNTY** is not in default hereunder (or if **TAMUS** alleges a default stating the nature of such alleged default) and further stating such other matters as **WEBB COUNTY** shall reasonably require.

The provisions of this Article to the contrary notwithstanding, and so long as **TAMUS** is not in default under the terms of this Lease, this Lease shall remain in full force and effect for the entire



term and TAMUS's possession shall not be disturbed by any foreclosure, deed in lieu of foreclosure or other proceeding to enforce the lienholder's rights.

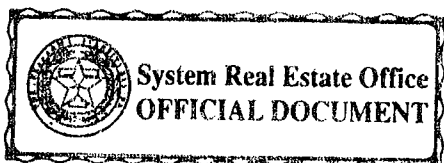
ARTICLE 10
INSURANCE

- 10.01 WEBB COUNTY's Insurance Obligations.** **WEBB COUNTY** covenants and agrees that during the term of this Lease or any renewal thereof, **WEBB COUNTY** will carry and maintain, at its sole cost and expense, the following type of insurance, in the amounts specified and in the form hereinafter provided for: "All risk" property insurance for the Building on a full replacement cost basis. **WEBB COUNTY** 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 ten (10) days prior written notice of cancellation, reduction, or material change by the insurer.
- 10.02 TAMUS' Insurance Obligations.** **WEBB COUNTY** 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 11
INDEMNITY

To the extent permitted by the laws and Constitution of the State of Texas, and specifically Article XI, Section 7 of the Texas Constitution, and with the mutual understanding that **WEBB COUNTY** is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from current revenues and that no order, resolution, tax nor interest and sinking fund has been set, adopted or established for payment of this indemnity obligation, and without expanding **WEBB COUNTY's** liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and furthermore, without waiving **WEBB COUNTY's** immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, shall indemnify and hold harmless **TAMUS** and it's officers, agents, employees, and assigns from all suits, actions, or other claims of any character brought for or on account of injury to a person or property arising from **WEBB COUNTY's** own acts of negligence in carrying out its obligations under this agreement.

TAMUS, to the extent it is permitted to do so by the Constitution and laws of the State of Texas, shall indemnify, defend and hold harmless **WEBB COUNTY** from all liability, loss, costs, expenses, claims, suits, actions, and proceedings whatsoever for damages or injuries, including death, to property or persons arising from the use of the Leased Premises or the performance or failure to perform under this Lease by **TAMUS**. Any obligations of **TAMUS** related to property damage shall be reduced by the insurance required to be maintained by **WEBB COUNTY**.



ARTICLE 12
MISCELLANEOUS PROVISIONS

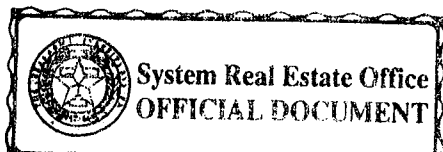
12.01 Notices. Notices required or permitted under this Lease must be given by certified mail, registered mail, or personal delivery, addressed to the party listed below. **WEBB COUNTY** and **TAMUS** can change the notice address by sending to the other party a notice of the new address. Notices should be addressed as follows.

WEBB COUNTY: Webb County
1000 Houston Street
Laredo, Texas 78042-0029
Attn: County Judge

TAMUS: Texas A&M International University
5201 University Blvd.
Laredo, Texas 78041-1900
Attn: The President

with copy to. System Real Estate Office
The Texas A&M University System
A&M System Building, Ste. 1151
200 Technology Way
College Station, Texas 77845-3424

- 12.02** Force Majeure. Neither **WEBB COUNTY** nor **TAMUS** 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 its control, and which by due diligence it is unable to prevent or overcome.
- 12.03** Governing Law. This Lease is construed under and in accordance with the laws of the State of Texas, and is performable in Webb County, Texas; however, by statute, mandatory venue for all legal proceedings against **TAMUS** is to be in the county in which the principal office of the chief executive officer is located. At execution of this Lease, such county is Brazos County, Texas.
- 12.04** Entire Agreement. This Lease constitutes the complete agreement of **WEBB COUNTY** and **TAMUS** and supersedes any prior understanding, written or oral, between them regarding the issues covered by this Lease.
- 12.05** 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.
- 12.06** Time of the Essence. Time is of the essence in respect to the performance of each provision of this Lease.
- 12.07** Consent and Approval. **WEBB COUNTY** agrees that any consent or approval of **WEBB COUNTY** required under this Lease shall not be unreasonably withheld or delayed.



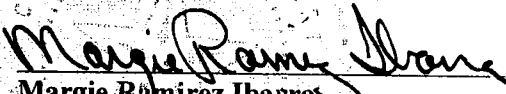
12.08 Special Provisions. None.

EXECUTED in duplicate originals on the 21ST day of December, 2006 by WEBB COUNTY, or by its authorized agent.


WEBB COUNTY


LOUIS H. BRUNI
COUNTY JUDGE

ATTESTED:


Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:


Homero Ramirez
Webb County Attorney*

*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

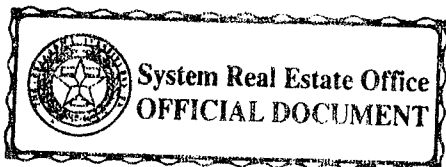
I, Margie Ramirez Ibarra, County Clerk, Webb County, do hereby certify that this is a true and correct copy, as the same appears of record in my office.
Witness my hand and seal of office on

JAN 23 2007



Margie Ramirez Ibarra
Webb County Clerk

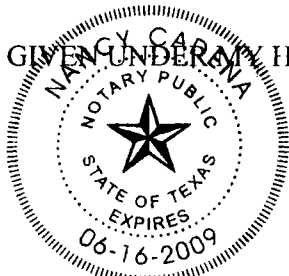
By
Deputy County Clerk



ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF WEBB §

BEFORE ME, the undersigned authority a Notary Public for the State of Texas, on this day personally appeared, **LOUIS H. BRUNI**, Webb County Judge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21 day of December, 2006.

Nancy Cadena
Notary Public, State of Texas
My Commission Expires: 06-16-2009

EXECUTED in duplicate originals on the 8 day of JANUARY, 20 by **TAMUS**, or by its authorized agent.

**BOARD OF REGENTS OF THE TEXAS
A&M UNIVERSITY SYSTEM**, for the use
and benefit of Texas A&M International
University

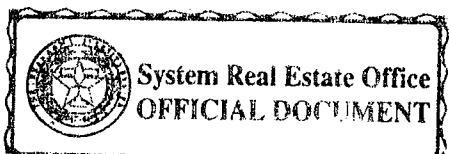
By: James G. Hooton
JAMES G. HOOTON
Executive Vice Chancellor for Finance
The Texas A&M University System

SPRM 41.05.03 REVIEW:

Dan K. Buchly
DAN K. BUCHLY
Associate Vice Chancellor for Real Estate
System Real Estate Office
The Texas A&M University System

APPROVED AS TO FORM:

Timothy V. Coffey
TIMOTHY V. COFFEY
Assistant General Counsel
Office of General Counsel
The Texas A&M University System



ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority a Notary Public for the State of Texas, on this day personally appeared **JAMES G. HOOTON**, Executive Vice Chancellor for Finance for The Texas A&M University System, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of January,
2007.

Mary Jane Tountas
Notary Public, State of Texas
My Commission Expires: 11/17/2009

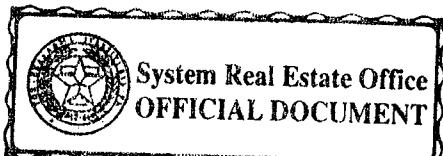
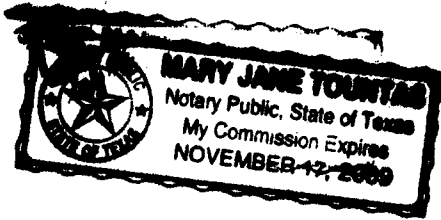


Exhibit A

The SURFACE ONLY of the "Casa Ortiz" which fronts north an Zaragoza Street, Laredo, Webb County, Texas, and bears the street address of 915 Zaragoza Street, Laredo, Texas 78040, and which, property is legally described as follows:

All of that certain residential property or parcel of land being part of Lots 2, 4, 7, 8 and 9, and all of Lot 3, Block No. 19, of the Western Division of the City of Laredo, Webb County, Texas, and being more particularly described as follows, to-wit:

Beginning at the outside facing of the corner of a building in the south line of Zaragoza Street on the recognized north line of Lot 2, Block 19, Western Division, City of Laredo, which beginning point lies North $89^{\circ} 47' 09''$ East, 81.06 feet from the recognized northwest corner of said Block 19, the northwest corner of a concrete footing;

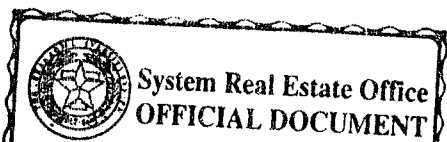
Thence North $89^{\circ} 47' 09''$ East, along the Casa Ortiz building line, the recognized North line of the easterly part of Lot 2, all of Lot 3, and a portion of Lot 4 of said Block 19, a distance of 96.34 feet to the existing outside corner of the Casa Ortiz building the recognized Northeast corner of this tract;

Thence South $0^{\circ} 38' 16''$ East, with the outside building wall of the Casa Ortiz building then with the outside facing of a brick wall extending south from the Casa Ortiz building and then with a cyclone fence a total distance of 159.73 feet, to the Southeast corner of this tract located on the North line of the U. S. A. tract, a customs import lot building wall;

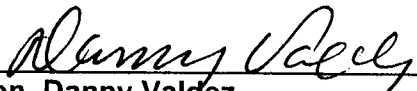
Thence South $89^{\circ} 10' 15''$ West, along the North line of the said U. S. A. tract, the north face of an existing building wall 96.24 feet to the Southwest corner of this tract located on the North facing of such existing building wall;

Thence North $0^{\circ} 40' 13''$ West a distance of 3 feet along a cyclone fence and then with the East face of an exiting building wall and continuing the same course with the outside west face of the Casa Ortiz building wall a total distance of 160.78 feet to the place of beginning.

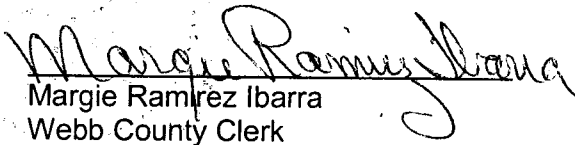
Being notwithstanding the specific all of the Casa Ortiz property heretofore conveyed to Bruna Puig Sutton by her parents, V. L. Puig and Bruna Ortiz Puig, by warranty deed dated June 20, 1945, of record in Vol. 187, page 75, Deed Records of Webb County, Texas, therein legally described as Lots 2, 3, 8, and 9, Block 19, Western Division of the City or Laredo, Less and Except the property rights heretofore conveyed to the United States of America under general warranty deed dated July 21, 1976, now recorded in Volume 516, pages 938 et. seq., Deed Records of Webb County, Texas.




COUNTY OF WEBB


Hon. Danny Valdez
Webb County Judge

ATTEST:


Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:


for Homero Ramirez
Webb County Attorney


*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

I, Margie Ramirez Ibarra, County Clerk, Webb County, do hereby certify that this is a true and correct copy, as the same appears of record in my office.

Witness my hand and seal of office on

JAN 23 2007



Margie Ramirez Ibarra
Webb County Clerk

Deputy County Clerk