



The University of Texas System

Real Estate Office
210 W. 7th Street
Austin, Texas 78701
512-499-4333 (phone)
512-499-4388 (fax)
WWW.UTSYSTEM.EDU/OFFICES/REAL-ESTATE

Writer's Direct Number: (512) 499-4577

Kim Vasquez
Portfolio Manager & Real Estate Officer
kvasquez@utsystem.edu

October 17, 2025

OGC#206853

To Interested Real Estate Brokers:

Re: Bid Request FY26-1: Request for marketing bids for a residential property located at 100 W. Moore Rd. (Lot 81, Southgate Subdivision), Pharr, Hidalgo Co., Texas, and further described below.

The University of Texas System Real Estate Office ("University") is seeking bids from interested and qualified real estate brokers ("Broker") to market property for sale located at 100 W. Moore Rd., Lot 81, Pharr, Texas as depicted on the aerial map and legal description attached as **Exhibit A**,

The property: The property consists of approximately 0.1148 acres in the Southgate neighborhood, and site improvements include approximately 1,283 square foot home, as more particularly described in the Hidalgo County Appraisal District Tax Information attached as **Exhibit B**. The deed for the property to be marketed for sale is attached as **Exhibit C**.

Bids for marketing: If you are interested in presenting a bid to the University for marketing the above property for sale, the bid must contain the following information:

1. The name(s) and contact information of the individual(s) who will be responsible for marketing the property and a statement of their qualifications, including licensing, education, years of experience, and State of Texas HUB (Historically Underutilized Businesses), if any;
2. A brief description of at least two comparable properties that were successfully marketed by the individual(s);
3. A list of at least two prior clients for whom or to whom the individual(s) has marketed comparable properties;
4. A broker price opinion and the proposed approach to marketing the subject property, including specifically, the identification of any challenges anticipated in marketing the property;
5. The commission sought for the successful marketing of the property;
6. An identification of any potential conflicts of interest that may be present; and

7. An identification of any modifications that will be sought to the standard listing agreement used by University attached as **Exhibit D**.

The bid should restate each of the seven requirements in the above order and present a concise response immediately following the stated requirement. The evaluation of bids and the selection of Broker will be based on the information provided in the bid. University may consider additional information if University determines the information is relevant. The intent of University is to award an agreement to the bidder whose bid is considered to be the best value to University.

Bids for marketing the property must be delivered on or before October 31st at 4:00 p.m. Central Time to the physical address of 210 W. 7th Street, Department of Real Estate, Austin, Texas 78701, Attn: Tina Faltysek, Senior Real Estate Specialist, or emailed to tfaltysek@utsystem.edu. Bids received after that date will not be considered.

Bids will be reviewed and evaluated to determine whether we wish to conduct phone interviews with any of the bidders. We will notify bidders who are selected for phone interviews on or before November 4, 2025. We reserve the right to terminate this request for bids at any time and to reject any or all bids.

Any questions regarding the process should be directed to me.

Thank you for your consideration.

Kind regards,



Kim Vasquez
Portfolio Manager and Real Estate Officer
The University of Texas System

Exhibit A – Aerial Map and Legal Description

Exhibit B – Hidalgo County Appraisal District Tax Information

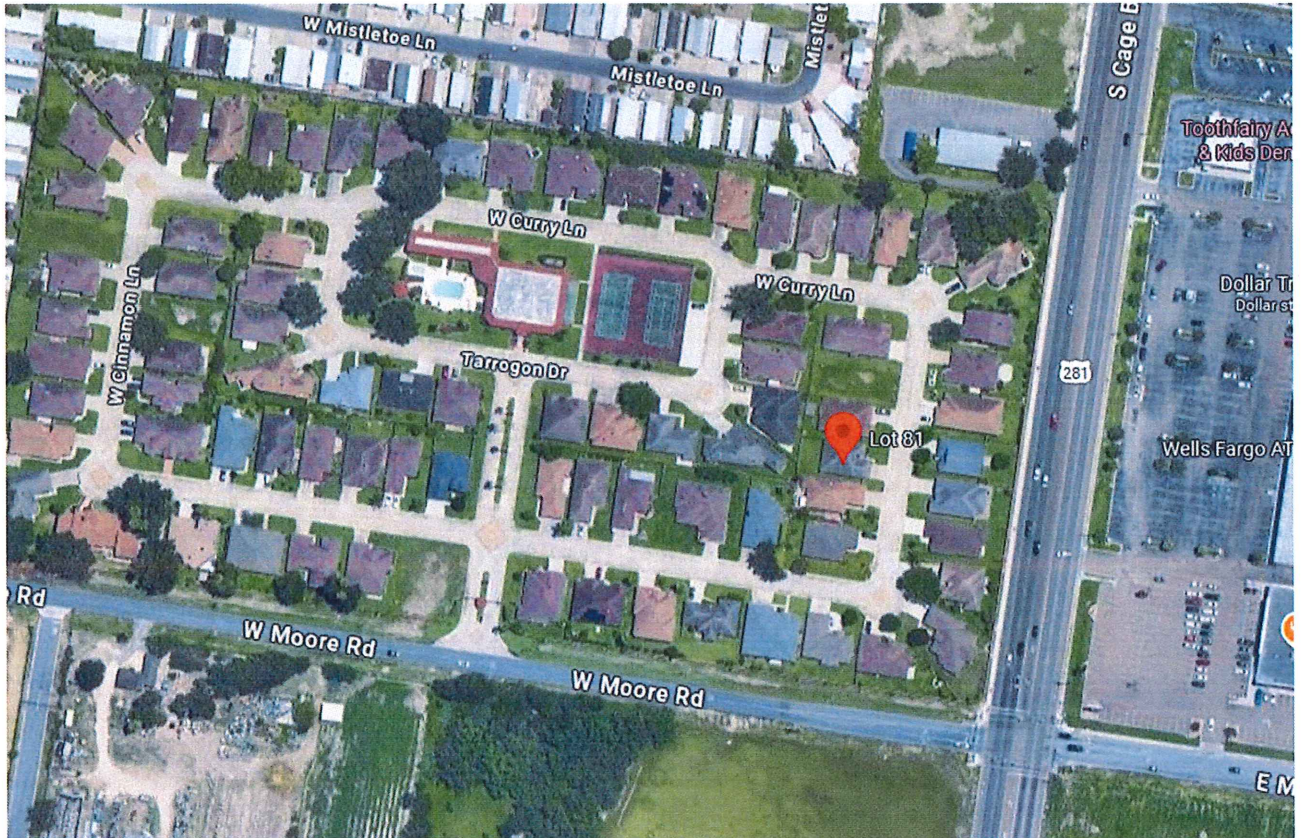
Exhibit C – Deed

Exhibit D – The University of Texas System Standard Listing Agreement

No representation or warranties, expressed or implied, as to the accuracy of the information contained herein are made by any Party. References to acreage and boundaries are approximate. Recipients must verify the information, conduct their own investigation and analysis and bear all risk for any inaccuracies.

Exhibit A

Aerial Map



Legal Description

Real Property:

All of Lot Eighty-One (81), SOUTHGATE SUBDIVISION, an addition to the City of Pharr, Hidalgo County, Texas, as per vacating and resubdivision map or plat thereof recorded in Volume 23, Page 65, Map Records, Hidalgo County, Texas.

EXHIBIT B

GENERAL INFO

ACCOUNT

Property ID: 288570
Geographic ID: S4870-00-000-0081-00
Type: R
Zoning: RS
Agent:
Legal Description: SOUTHGATE LOT 81

Property Use:

LOCATION

Address: 100 W MOORE RD UT 81, PHARR TX

Market Area:
Market Area CD: SPAA008
Map ID:
Zoning: RS

PROTEST

Protest Status:
Informal Date:
Formal Date:

OWNER

Name: BOARD OF REGENTS OF THE UNIVERSITY
Secondary Name: OF TEXAS SYSTEM
Mailing Address: ATTN: REAL ESTATE 210 W 7TH STREET AUSTIN, TX 78701-2903
Owner ID: 405666
% Ownership: 100.000000
Exemptions: EX-XV - Other Exemptions (including public property, religious organizations,

VALUES

CURRENT VALUES

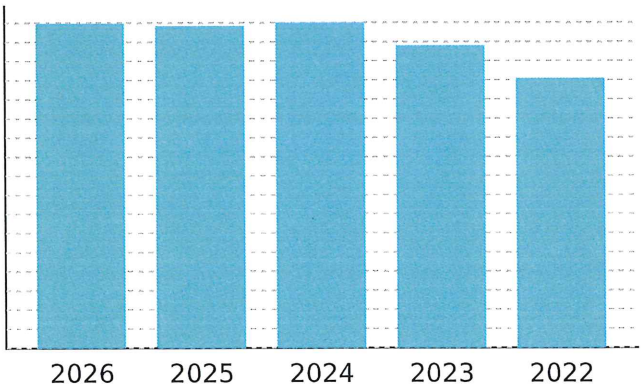
Land Homesite: \$0
Land Non-Homesite: \$47,500
Special Use Land Market: \$0
Total Land: \$47,500

Improvement Homesite: \$0
Improvement Non-Homesite: \$122,442
Total Improvement: \$122,442

Market: \$169,942
Special Use Exclusion (-): \$0
Appraised: \$169,942
Value Limitation Adjustment (-): \$0

Net Appraised: \$169,942

VALUE HISTORY



Values for the current year are preliminary and are subject to change.

VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2026	\$47,500	\$122,442	\$0	\$169,942	\$0	\$169,942
2025	\$44,500	\$124,097	\$0	\$168,597	\$0	\$168,597
2024	\$44,500	\$125,859	\$0	\$170,359	\$0	\$170,359
2023	\$30,750	\$127,394	\$0	\$158,144	\$0	\$158,144
2022	\$26,500	\$114,499	\$0	\$140,999	\$8,002	\$132,997

TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value
CPR	CITY OF PHARR	0.767600	\$169,942	\$0
DR1	DRAINAGE DISTRICT #1	0.112300	\$169,942	\$0
GHD	HIDALGO COUNTY	0.575000	\$169,942	\$0
JCC	SOUTH TEXAS COLLEGE	0.162000	\$169,942	\$0
SPA	PSJA ISD	1.011000	\$169,942	\$0
SST	SOUTH TEXAS SCHOOL	0.049200	\$169,942	\$0

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

IMPROVEMENT

Improvement #1: **RESIDENTIAL** Improvement Value: **\$122,442** Main Area: **1,283**
 State Code: **A1** Description: Gross Building Area: **2,189**

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
MA	Residential Main Area	BRKAV		1	2000	1989	1,283
GAR	GARAGE	BRKAV		1	2000	1989	480
PAT	PATIO	BRKAV		1	2000	1989	306
POR	PORCH (COVERED)	BRKAV		1	2000	1989	120

Improvement Features

POR Foundation: SLB

GAR Foundation: SLB

PAT Foundation: SLB

MA Roof Style: HIP, Heating/Cooling: AND, Plumbing: 2, Custom: 0, BATH: 2, Number of Bedrooms: 3.00, Flooring: TIL, Interior Finish: SRK, Construction Style: RES, Exterior Wall: DBRK, Foundation: SLB

LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
L	LOT	0.1148	5,000	\$9.50	\$47,500	\$0

DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
12/6/19	DOC	DOCUMENT	DEL PINO SUSAN A	BOARD OF REGENTS OF THE				3069879
7/22/94	CONV	CONVERSION	THOMPSON WILLIAM E	DEL PINO SUSAN A				399418
10/29/89	CONV	CONVERSION	ELKO MICHAEL N VIRGINIA ELKO	THOMPSON WILLIAM E		2825	908	
	CONV	CONVERSION	STHGT LOT OWNERS INC	ELKO MICHAEL N VIRGINIA ELKO		2584	197	
	CONV	CONVERSION	KEMP JOHN M JR	STHGT LOT OWNERS INC		2538	868	

EXHIBIT C

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 3069879

Billable Pages: 3

Recorded On: December 06, 2019 02:02 PM

Number of Pages: 4

*****Examined and Charged as Follows*****

Total Recording: \$ 44.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document No: 3069879
Receipt No: 20191206000163
Recorded On: December 06, 2019 02:02 PM
Deputy Clerk: Rene Salinas
Station: CH-1-CC-K17

Record and Return To:

Corporation Service Company
na
na TX



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Revocable Transfer on Death Deed

Date: December 5, 2019

Transferor: SUSAN ANN DEL PINO, a single person

Transferor's Mailing Address:

100 W. Moore Rd. #81
Pharr, Texas 78577

Designated Beneficiary:

Board of Regents of the University of Texas System for the use and benefit of
The University of Texas Rio Grande Valley ("UTRGV")

Designated Beneficiary's Mailing Address:

210 West 7th St.
Austin, Texas 78701

Real Property:

All of Lot Eighty-One (81), SOUTHGATE SUBDIVISION, an addition to the City of Pharr, Hidalgo County, Texas, as per vacating and resubdivision map or plat thereof recorded in Volume 23, Page 65, Map Records, Hidalgo County, Texas.

Transfer:

Transferor hereby grants, conveys, and transfers all of Transferor's interest in the Real Property upon Transferor's death to the Designated Beneficiary.

If the transfer of the interest in the Real Property as directed in this Deed fails, the interest shall be distributed as if it was part of Transferor's residual estate or otherwise in accordance with Transferor's will.

Reservations and Exceptions:

The Designated Beneficiary may disclaim all or part of the interest transferred to the Designated Beneficiary in accordance with the Texas Estates Code.

This Transfer on Death Deed transfers the interest in the Real Property without covenant of warranty of title, and the Real Property shall be subject to all conveyances, encumbrances, assignments, contracts, mortgages, liens, and other interests to which the Real Property is subject at Transferor's death.

The interest in the Real Property shall not be considered property of Transferor's probate estate for any purpose, with the exception that to the extent Transferor's estate is insufficient to satisfy a claim against the estate, expenses of administration, any estate tax owed by the estate, or an allowance in lieu of exempt property or family allowance to a surviving spouse, minor children, or incapacitated adult children, the estate's personal representative may enforce that liability against the interest to the same extent the personal representative could enforce that liability if the interest was part of Transferor's probate estate.

It is expressly intended that during Transferor's lifetime, this Transfer on Death Deed shall not:

- (1) affect an interest or right of Transferor or any other owner, including:
 - (a) the right to transfer or encumber the real property;
 - (b) homestead rights in the real property, if applicable; and
 - (c) ad valorem tax exemptions, including exemptions for residence homestead, persons 65 years of age or older, persons with disabilities, and veterans;
- (2) affect an interest or right of the Designated Beneficiary of the real property, even if the Designated Beneficiary has actual or constructive notice of this Deed;
- (3) affect an interest or right of a secured or unsecured creditor or future creditor of the Designated Beneficiary, even if the creditor has actual or constructive notice of this Deed;
- (4) affect the Designated Beneficiary's or Transferor's eligibility for any form of public assistance, subject to applicable federal law;
- (5) constitute a transfer triggering a "due on sale" or similar clause;
- (6) invoke statutory real estate notice or disclosure requirements;
- (7) create a legal or equitable interest in favor of the Designated Beneficiary; or
- (8) subject the Real Property to claims or process of a creditor of the Designated Beneficiary.

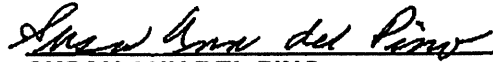
Revocation of Preceding Transfer on Death Deeds:

This Transfer on Death Deed hereby revokes all prior death transference deeds concerning Transferor's interest in the Real Property.

Transferor expressly acknowledges that this Transfer on Death Deed shall not be effective unless it is recorded before Transferor's death in the deed records of Hidalgo County, in which the Real Property is located.

[Signature page follows.]

TRANSFEROR:

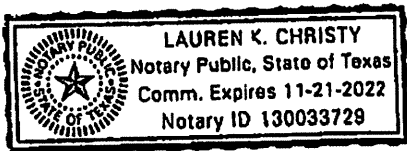

SUSAN ANN DEL PINO

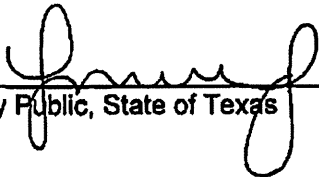
STATE OF TEXAS

§
§
§

COUNTY OF HIDALGO

This instrument was acknowledged before me on December 5th, 2019, by SUSAN ANN DEL PINO.




Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
AFTER RECORDING RETURN TO:
Lauren K. Christy
JONES, GALLIGAN, KEY & LOZANO L.L.P.
2300 West Pike Boulevard Suite 300
Westlaco, Texas 78696
Tel: (956) 968-5402
Fax: (956) 968-6089

Exhibit D
The University of Texas System Standard Listing Agreement

EXCLUSIVE LISTING AGREEMENT

This EXCLUSIVE LISTING AGREEMENT ("**Agreement**") is entered into to be effective as of _____ ("**Effective Date**"), by and between the **BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM ("Owner")** and _____ ("**Broker**").

In consideration of the respective covenants and obligations of the parties set forth in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by Owner and Broker, Owner and Broker agree as follows:

1. **DEFINED TERMS.** For purposes of this Agreement, the following terms shall be deemed to have the meanings indicated:

A. Addresses for Notice.

Owner:

The University of Texas System
Real Estate Office
210 West 7th Street
Austin, Texas 78701
Attention: Geoffrey A. Richards
Executive Director of Real Estate
Phone: (512) 499-4336
Fax: (512) 499-4388
E-Mail: grichards@utsystem.edu
kvasquez@utsystem.edu

With copy to:

Office of General Counsel
The University of Texas System
210 West 7th Street
Austin, Texas 78701
Attention: Marc Vockell
Asst. Vice Chancellor & Managing Counsel
Business Law Section
Phone: (512) 499-4337
Fax: (512) 499-4523
E-Mail: mvockell@utsystem.edu

Broker:

Phone: _____

Email : _____

B. Broker's Fee. The "**Broker's Fee**" will be ____% percent of the sales price paid for the Property at closing. However, if Broker sells the Property in-house without an outside broker, Broker's Fee will be 4% percent of the sales price paid for the Property at Closing.

C. Listing Price. The "**Listing Price**" is _____ AND
00/100 CENTS (\$_____USD)

D. Property. The "**Property**" includes _____ that certain real property located at _____, more particularly _____ described as _____ together with all rights and _____

interests appurtenant thereto, including (without limitation) all of Grantor's right, title and interest in and to adjacent streets, alleys, rights-of-way and any adjacent strips or gores of real estate ("**Land**"), all improvements located on the Land ("**Improvements**"), and all rights, titles and interests appurtenant to the Land and Improvements. This conveyance also includes an assignment from Grantor to Grantee of all of Grantor's rights, claims, or causes of action related to injury to the Land or Improvements.

E. Term of Agreement. This Agreement shall commence on the Effective Date and terminate at 12:01 a.m. Central Standard Time on the date which is twelve (12) months after the Effective Date, ("**Term**") unless earlier terminated as provided in this Agreement (including, without limitation, the provisions of Section 4, below).

2. AGENCY RELATIONSHIP. Owner hereby engages Broker to perform, and Broker agrees to perform for Owner, all real estate brokerage services reasonably necessary or customary in Texas for listing for sale, procuring buyers for, and closing of the sale of the Property. In connection therewith, Owner lists the Property for sale with Broker and grants to Broker the exclusive right to solicit and seek offers to purchase the Property from one or more qualified, financially responsible third parties during the Term hereof.

A. Intermediary Representation. Owner authorizes Broker to show the Property to prospective buyers whom Broker has agreed to represent. If buyers whom Broker has agreed to represent wish to purchase or make an offer to purchase the Property, Owner authorizes Broker to present an offer such buyers may wish to make, to assist both Owner and buyers in negotiations for the sale of the Property, and to act as an intermediary between Owner and buyers of the Property. Broker's compensation shall be paid by Owner as provided in Section 6 of this Agreement. If Broker is to act as an intermediary between Owner and buyers in the sale of the Property, Broker shall:

(1) not disclose to buyers that Owner will accept a price less than the asking price unless otherwise instructed in a separate writing by Owner;

(2) not disclose to Owner that buyers will pay a price greater than the price submitted in a written offer to Owner unless otherwise instructed in a separate writing by buyers;

(3) not disclose any confidential information or any information Owner or buyers specifically instruct Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose such information by law or court order, or the information materially relates to the condition of the Property;

(4) treat all parties to the transaction honestly and impartially so as not to favor one party or work to the disadvantage of any party; and

(5) comply with the Real Estate License Act.

If Broker acts as an intermediary, Broker may appoint, by providing written notice to the parties, a licensed associate of Broker to communicate with, carry out instructions of, and provide opinions and advice to Owner and may appoint another licensed associate for the same purposes to buyer. In no event, however, shall Owner ever be liable for any fee or commission other than Broker's Fee (as defined in Section 1).

B. Confidentiality of Information. During and after the Term of this Agreement, Broker shall not knowingly disclose information obtained in confidence from Owner except as authorized in advance in writing by Owner or as required by law. Broker shall not disclose to Owner any information obtained in

confidence regarding any other person Broker represents or may have represented except as authorized by that person or as required by law.

3. LISTING PRICE. Owner authorizes Broker to list the Property for sale at the Listing Price stated above, which Listing Price may be altered or modified by Owner in its discretion upon written notice thereof to Broker. Unless otherwise expressly agreed in writing by Owner, the Property shall be sold for cash in full at Closing.

4. TERMINATION OF AGREEMENT.

A. Without Cause. Notwithstanding any other provision of this Agreement, from and after the date which is six (6) months after the Effective Date, either party may terminate this Agreement without cause by giving written notice to the other party in accordance with the terms and provisions hereof not less than ten (10) days in advance of such termination.

B. Pending Contracts. If on the date of termination of this Agreement there is then pending a contract of sale ("***Earnest Money Contract***") in effect between Owner and a prospective buyer and the transaction described in the Earnest Money Contract has not closed and funded, this Agreement shall continue in effect beyond such termination date until the earliest to occur of (i) the closing and funding of the transaction described in the Earnest Money Contract; or (ii) the termination of the Earnest Money Contract.

5. BROKER.

A. Broker's Permits. Broker represents that it holds all permits and licenses necessary or required under applicable law for the performance of Broker's services hereunder.

B. Broker's Efforts. Broker agrees to act diligently and use commercially reasonable efforts in accordance with industry standards in Texas in attempting to sell the Property in accordance with the terms of this Agreement. Broker is authorized, at Broker's sole cost and expense, to advertise the Property by all such means and methods as Broker deems appropriate and to place a "For Sale" sign on the Property and to remove all other signs offering the Property for sale. Broker may provide written information regarding the Property that is approved in writing by Owner to other brokers working in the area and to any other interested parties and shall advertise the Property in any appropriate listing service or listing publication where such services or publications are available. Broker shall have a duty to submit offers to Owner after Owner has accepted an offer unless the Earnest Money Contract provides otherwise.

C. Cooperating Brokers. Owner agrees that other duly licensed Texas real estate brokers ("***Cooperating Brokers***"), including brokers representing buyers, may cooperate with Broker in procuring buyers for the Property. Broker and Cooperating Brokers and their agents are authorized to enter the Property at reasonable times for the purpose of showing the Property to buyers. Owner agrees that during the Term of this Agreement, Owner shall refer all buyers who may contact Owner directly to Broker and otherwise cooperate in Broker's efforts to sell the Property. Broker is authorized to share Broker's Fee, as hereinafter defined, with Cooperating Brokers. ***BROKER AGREES TO INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY DAMAGES, COSTS, ATTORNEY'S FEES, LIABILITIES OR EXPENSES WHATSOEVER ARISING FROM THE COOPERATION BETWEEN BROKER AND COOPERATING BROKERS OR FROM THE SHARING OF BROKER'S FEE AMONG BROKER AND COOPERATING BROKERS. THIS INDEMNITY SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.***

D. Showing of Property. Owner authorizes Broker to show the Property to prospective buyers. All showings of the Property shall be in accordance with and in compliance with guidelines issued by the San Antonio Board of Realtors ("**SABOR**"), the City of San Antonio, Bexar County, the State of Texas and all agencies thereof.

E. Reports to Owner. Broker shall prepare and furnish to Owner, as and when requested by Owner, a written report, in reasonable detail, summarizing Broker's activities hereunder and the results thereof for the reporting period specified by Owner. The report shall be in form and content satisfactory to Owner and shall include such information regarding advertising, people contacted, expenses incurred, property showings and related matters as Owner requests.

F. No Discrimination. Broker agrees that the Property will be offered, shown and made available for sale to all persons without regard to race, color, religion, national origin, sex, handicap or familial status.

G. Keysafe, Owner authorizes Broker to place a keysafe on the Property.

H. MLS Filing.

(1) Broker is a participant of the _____ ("**MLS**") and is bound by its rules. Broker shall file this Agreement with MLS within two (2) business days after the Effective Date of this Agreement.

(2) As a condition of filing this Agreement with MLS, Owner authorizes Broker, upon Closing, to submit information about the sale, including price and terms, to MLS for publication to participants of MLS as required by MLS, but not otherwise. Owner shall not enter into a contract for the sale of the Property that prohibits disclosure of the sale and its terms to MLS.

(3) Notice To Owner: MLS rules require Broker, as a condition of filing this Agreement with MLS, to unilaterally offer to cooperate with and compensate other MLS participants or other brokers who procure or assist in procuring a purchaser for the sale of the Property. Cooperating with and compensating other brokers means that Broker will allow other brokers to show the Property to prospective buyers and that if another broker procures an acceptable offer, Broker will agree to pay the other broker part of the fee or commission that Owner agrees to pay Broker under Section 6 of this Agreement. Broker may offer to cooperate with and compensate other brokers who act as: (i) subagents of Broker who will represent Owner; (ii) agents who represent buyers; or (iii) both subagents and buyer's agents. Broker shall advise Owner of Broker's general policies regarding cooperation with and compensation to subagents, buyer's agents, or both.

(4) Broker shall cooperate with and compensate, on terms and conditions as Broker determines, any other broker who procures or assists in procuring a buyer for the sale of the Property whether the other broker is a subagent or a buyer's agent.

6. BROKER'S FEE:

A. Commission. Subject to the terms and conditions of this Agreement, Owner agrees to pay the Broker's Fee to Broker, in cash, in the county where the Property is located, upon closing and funding of the sale of the Property, or upon transfer of the Property in the event of an exchange of the Property for different real property. Except as otherwise expressly provided herein, such Broker's Fee shall be the sole compensation payable by Owner to Broker for Broker's services under this Agreement. The commission to Broker provided herein includes all costs, taxes, fees, expenses, and charges incurred

by Broker or otherwise in connection with the subject matter of this Agreement, and no additional payments shall be made by Owner to Broker hereunder. BROKER SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND OWNER FROM ANY AND ALL COSTS, TAXES, FEES, EXPENSES AND CHARGES THAT MAY BE CLAIMED BY OTHERS WITH REGARD TO THE SUBJECT MATTER OF THIS AGREEMENT.

B. Exchange of Property. In the event of an exchange of the Property for the property of another person, the listing price shall be treated as the sales price for purposes of computing Broker's Fee, unless and except as the sales price may otherwise be expressly set forth in the contract for the exchange.

C. Conditions to Payment of Broker's Fee. Notwithstanding any other provision of this Agreement to the contrary, Broker's Fee shall be earned and payable to Broker solely if: (i) during the Term of this Agreement, a third party purchaser satisfactory to Owner is procured by Broker, Owner, or any Cooperating Broker; (ii) such purchaser and Owner enter into a written contract of sale, upon terms and conditions satisfactory to Owner in its sole discretion, covering all or part of the Property; and (iii) such contract of sale is funded and closed, as evidenced by Owner's execution and delivery of the deed of the Property described therein and receipt by Owner of the purchase price for the Property in accordance with the terms of such contract. (Hereinafter, a purchaser who purchases the Property in accordance with all of the provisions of this paragraph shall be referred to as a "**Satisfactory Purchaser**.") As used in this Agreement, the term "**sale**" shall include an exchange of the Property for the property of a Satisfactory Purchaser. Except as expressly provided in this paragraph or in Section 6.D. below, Broker shall not be entitled to any fee, commission or other compensation hereunder. Without limiting the generality of the preceding sentence, if the sale of the Property fails to close for any reason whatsoever, including, but not limited to, Owner's or buyer's default under a contract of sale for the Property, Broker's Fee shall not have been earned and shall not be payable and Broker shall not be entitled to Broker's Fee or any other commission or compensation hereunder. Without limitation of the foregoing, in the event that as a result of a buyer's default under a contract of sale for the Property, Owner is entitled to receive all or part of any earnest money or escrow deposit deposited by such buyer under the contract of sale, no Broker's Fee or other compensation to Broker shall be payable with respect to such earnest money or escrow deposit. Broker and Owner agree that this Agreement's reference to a "Satisfactory Purchaser" is a generic reference only and is not intended to constitute a party "contemplated" by this Agreement for purposes of Section 62.004(b)(2) of the Texas Property Code, as it may be amended from time to time. The foregoing sentence does not constitute Owner's acknowledgment or agreement that the Property, which is property owned by a state agency, is subject to the Texas Property Code, Chapter 62, Broker's and Appraiser's Lien on Commercial Real Estate.

D. Broker's Protection Period. Subject to the conditions set forth herein, Owner shall also pay Broker the Broker's Fee if, within thirty (30) days after the expiration or earlier termination of this Agreement (the "**Protection Period**"), the Property is sold to, or Owner enters into a contract of sale for the Property thereafter resulting in a sale of the Property under such contract with, a person or entity with whom Broker has had substantive negotiations for the sale of the Property prior to the expiration or earlier Termination of the Term and whom Broker has identified as provided in this paragraph. As a condition precedent to Broker's rights and Owner's obligations under this paragraph, before the expiration or earlier termination of this Agreement, Broker shall submit to Owner a written listing of the full and complete names, addresses, telephone numbers and primary contact persons of those entities and/or persons with whom Broker has had substantive negotiations for the sale of the Property during the Term and subject to the provisions of Section 6.E below. If Broker fails to submit such listing to Owner before the expiration or earlier termination of this Agreement, then Broker shall not be entitled to any commission under this paragraph or the Agreement. As an additional condition to Broker's right to a commission under this paragraph and this Agreement, Broker shall have had (i) (and, if requested by Owner, shall continue to have through the closing of the sale of the Property) an active and substantive role in the negotiation and

closing of such sale to the person and/or entity listed by Broker as hereinabove described, and (ii) Broker shall have been the procuring cause of such sale. The amount of any commission to which Broker is entitled under this paragraph shall be calculated in accordance with the terms of this Section 6 of this Agreement. Notwithstanding the foregoing, Owner shall not be obligated to pay Broker a Broker's Fee if during the term of the Protection Period the Property is listed exclusively with another licensed real estate broker.

E. Broker's Default. Notwithstanding any provision of this Section 6 or otherwise in this Agreement, Broker shall not be entitled to Broker's Fee or any other commission or compensation (i) in the event of a default by Broker under this Agreement, or (ii) in the event of a sale, exchange, or other transfer at any time, of all or any part of the Property to a venture, partnership or other entity in which Owner is a principal or beneficiary or has an ownership interest, or to any of their successors or assigns, or to any state agency or other governmental entity.

F. No Recordation. In no event or circumstance shall Broker file or record any instrument or take any other action which has the effect of clouding title to the Property. Any such action is a default under this Agreement and shall automatically terminate Broker's right to collect any commission with respect to the Property.

7. INSURANCE, INDEMNITY AND STATE LAW LIMITATIONS.

A. Insurance. Broker shall provide insurance in accordance with the requirements set forth in Schedule A.

B. Release and Indemnity. ***BROKER SHALL INDEMNIFY AND HOLD HARMLESS OWNER FROM ALL LOSSES, DAMAGES, COSTS, CLAIMS AND LIABILITIES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEY'S FEES RELATING THERETO) ARISING OUT OF OR RELATED TO (I) ANY MISREPRESENTATION OR FAILURE BY BROKER OR ANY AGENT OR REPRESENTATIVE OF BROKER TO DISCLOSE MATERIAL INFORMATION KNOWN TO BROKER REGARDING THE PROPERTY TO A PROSPECTIVE PURCHASER; (II) ANY MATERIAL FACT KNOWN BY BROKER RELATING TO ANY PURCHASER OR PROPOSED TRANSACTION THAT BROKER FAILS TO DISCLOSE TO OWNER; (III) ANY BREACH OF OR DEFAULT UNDER THIS AGREEMENT BY BROKER; AND/OR (IV) ANY ACT OR OMISSION BY BROKER INCONSISTENT WITH OR OUTSIDE THE SCOPE OF THIS AGREEMENT AND THE LIMITED AUTHORITY CONFERRED HEREBY. THIS INDEMNITY SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.***

C. Limitations of State Law. Notwithstanding any provision of this Agreement to the contrary, (i) Owner shall be obligated to pay attorneys' fees only to the extent authorized by the Constitution and the laws of the State of Texas; (ii) any provision in this Agreement that purports to state that Owner limits, waives, or releases a right to make a claim against the Broker or exculpates Broker from liability under this Contract shall be effective only to the extent authorized by the Constitution and laws of the State of Texas; (iii) any provision in this Agreement stating that Owner will indemnify or hold harmless Broker shall be effective only to the extent authorized by the Constitution and laws of the State of Texas; and (iv) any provision in this Agreement specifying remedies to which Broker shall be entitled, or stating that Owner consents to jurisdiction of any court shall not constitute nor is it intended to constitute a waiver of Owner's or the State of Texas' sovereign immunity to suit.

D. Limitation on Recovery. Broker will look solely to Owner's interest in the Property for recovery of any judgment against Owner relating to this Agreement, and Owner, its employees, officers,

directors, attorneys, agents and representatives shall not be personally liable for anything related to this Agreement.

8. FORM OF CONTRACT. Broker understands and will advise all Cooperating Brokers and prospects that all offers to purchase the Property shall be made on the "One to Four Family Residential Contract (Resale)" dated 11-07-2022 issued by the Texas Real Estate Commission (TREC) and including the Addendums for Property Subject to Mandatory Membership In a Property Owners Association, Reservation of Oil, Gas, and other Minerals, and Disclosure of Information on Lead-Based Paint (as applicable), copies of which are attached hereto as **Schedule B**, as modified by the Special Provisions Addendum substantially in the form attached hereto as **Schedule B-1** (collectively, the "**Real Estate Contract**"). Broker shall deliver three executed originals of the Real Estate Contract to Owner.

9. AUTHORITY. Except with Owner's advance written consent, Broker or any Cooperating Brokers shall not (i) execute any earnest money contract or any other documents on behalf of Owner, (ii) authorize any repairs to the Property, (iii) authorize any expenditures of any funds on behalf of Owner, or (iv) negotiate any earnest money deposit or other instrument with respect to the Property.

10. OWNER'S REPRESENTATIONS. Owner represents that Owner has fee simple title to and peaceable possession of the Property and all improvements and fixtures thereon, and the legal capacity to convey the Property. Owner is not now a party to and agrees not to enter into a listing agreement with another broker for the sale, exchange or lease of the Property during the Term of this Agreement.

11. BROKER REPRESENTATIONS. Broker represents and warrants to Owner that: (i) Broker is a duly licensed real estate broker under the laws of the state of Texas and shall maintain such licensure in full force and effect throughout the Term of this Agreement; (ii) all real estate agents employed by Broker to assist with the performance of Broker's duties under this Agreement will be duly licensed real estate agents under the laws of the state of Texas; and (iii) all activities by Broker and Broker's real estate agents hereunder will be conducted in strict compliance with all applicable statutes of the State of Texas and the United States (including, without limitation, all fair housing and non-discrimination statutes) and the rules and regulations of the Texas Real Estate Commission.

12. LIMITATION ON AUTHORITY. Notwithstanding any provision to the contrary contained herein, Broker expressly acknowledges, confirms and agrees that it is acting, and at all times shall represent that it is acting, as an independent contractor and not as Owner's agent. Broker has no authority to enter into, execute, make, or acknowledge any contract, covenant, agreement, or representation pertaining to the Property without the express prior written approval of Owner. Broker agrees in all oral and written communications with prospective purchasers to advise prospective purchasers that any and all sale proposals are proposals only and are contingent upon the negotiation and final execution by Owner and by the prospective purchaser of a mutually acceptable and definitive contract of sale embodying the full terms of the agreement. Furthermore, Broker acknowledges that all oral and written sales offers received by Broker shall be immediately reduced to writing and delivered to Owner and shall not be binding or obligatory on Owner or create any liability on Owner until Owner accepts such offer and evidences such acceptance by the execution of a written contract containing all the material terms relevant thereto.

13. PROPERTY DEFECTS. Broker is not authorized to make any representations or warranties, directly or indirectly, that may be binding on Owner. ***BROKER SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY REPRESENTATIONS OR WARRANTIES MADE BY BROKER TO BUYER(S) OTHER THAN THOSE EXPRESSLY MADE BY OWNER IN ANY WRITTEN DISCLOSURE DELIVERED BY OWNER TO BROKER. THIS INDEMNITY SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.***

Broker acknowledges that Owner, as a governmental entity, is exempt from the requirement of delivering a Seller's Disclosure Notice pursuant to Section 5.008(e)(9) of the Texas Property Code. Broker acknowledges having received a copy of the Site Observation Report dated April 26, 2022 pertaining to the condition of the Property.

MISCELLANEOUS. This Agreement is binding upon the parties hereto, their heirs, administrators, executors, successors and assigns. This Agreement may not be assigned by either party without the written approval of the other party. This Agreement contains the entire agreement of the parties and cannot be changed except by their written agreement. This Agreement is for the sole benefit of Owner and Broker, and no third party shall be deemed a third-party beneficiary hereof. No provision of this Agreement shall be deemed to have been waived by Owner unless such waiver is in writing signed by Owner, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of Owner to insist upon the performance by Broker in strict accordance with the terms hereof. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

14. NOTICES. All notices, demands, requests, and other communications given with respect to the subject matter of this Agreement shall be in writing and shall be deemed to be delivered on receipt if delivered by hand delivery, by electronic mail, or by a recognized overnight courier service, or two (2) business days after deposit in a regularly maintained receptacle of the United States Mail, registered or certified, return receipt request, postage prepaid, to the respective addresses of the parties set forth in Section 1.

15. SAVINGS CLAUSE. Should any clause in this Agreement be found invalid by a court of law, the remainder of this Agreement shall not be affected thereby, and all other provisions of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.

16. SURVIVAL OF PROVISIONS. No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination, including but not limited to.....

17. DISPUTE RESOLUTION. To the extent that Chapter 2260, *Texas Government Code*, as amended from time to time ("**Chapter 2260**"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Owner and Broker to attempt to resolve any claim for breach of contract made by Broker that cannot be resolved in the ordinary course of business. To initiate the process, Broker shall submit written notice, as required by subchapter B of Chapter 2260, to Owner in accordance with the notice provisions in this Agreement. The Executive Vice Chancellor for Business Affairs of Owner, or such other officer of Owner as may be designated from time to time by Owner by written notice thereof to Broker in accordance with the notice provisions in this Agreement, shall examine Broker's claim and any counterclaim and negotiate with Broker in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Broker; (ii) neither the issuance of this Agreement by Owner nor any other conduct, action or inaction of any representative of Owner relating to this Agreement constitutes or is intended to constitute a waiver of Owner's or the state's sovereign immunity to suit; and (iii) Owner has not waived its right to seek redress in the courts.

18. ADDENDUM TO AGREEMENT. Broker acknowledges that Owner is an agency of the State of Texas and acknowledges and agrees the terms and conditions set forth in **Schedule C** attached hereto and incorporated herein by this reference shall, notwithstanding anything in this Agreement to the contrary, govern the terms and conditions of this Agreement.

LIST OF SCHEDULES:

<u>Schedule A</u>	Broker's Insurance Requirements
<u>Schedule B</u>	One to Four Family Residential Contract (Resale)
<u>Schedule B-1</u>	Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards as Required by Federal Law) (12-05-11)
<u>Schedule B-2</u>	Addendum for Property Subject to Mandatory Membership in a Property Owners Association (11-07-2022)
<u>Schedule B-3</u>	Addendum for Reservation of Oil, Gas, and Other Minerals (11-07-2022)
<u>Schedule B-4:</u>	Notice to Purchaser of Special Taxing or Assessment District
<u>Schedule B-5:</u>	Special Provisions Addendum
<u>Schedule C</u>	Addendum to Agreement

EXECUTED to be effective on the date first written above.

BROKER/FIRM:

OWNER:

BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

By: _____
Name: _____
Title: _____

By: _____
Name: Jonathan Pruitt
Title: Executive Vice Chancellor for Business
Affairs
The University of Texas System

Schedule A to Exclusive Listing Agreement

Broker's Insurance Requirements

Broker, consistent with its status as an independent contractor, will carry and will cause its subcontractors to carry, at its sole cost, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A-:VIII or better, in the following forms and with amounts not less than the following minimum limits of coverage. The insurance requirements herein are minimum requirements for the Agreement and in no way limit Broker's obligations (including Broker's indemnity obligations) contained in the Agreement. Broker is solely responsible for procuring insurance in addition to that set forth in this Schedule A as Broker determines is necessary to protect the Broker or its agents, representatives, employees, or subcontractors.

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employer's Liability - Each Accident	\$1,000,000
Employer's Liability Disease - Each Employee	\$1,000,000
Employer's Liability Disease - Policy Limit	\$1,000,000

Workers' Compensation policy must include identification of the U.S. states where Broker performs operations for Owner.

Commercial General Liability Insurance should be provided on an occurrence basis with limits of not less than:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

Broker's Commercial General Liability Insurance policy must be on an ISO CG 00 01 or a substitute form providing equivalent coverage that includes bodily injury, property damage and liability assumed under an insured contract, including defense costs with respect to liability arising out of activities performed by or on behalf of Broker.

Business Auto Liability Insurance must be on an ISO CA 00 01 or substitute form providing equivalent coverage that covers all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for Bodily Injury and Property Damage;

Aircraft Liability with limits of not less than \$5 Million if Unmanned Aerial Vehicles/Drones/Unmanned Aircraft Systems will be used.

Umbrella/Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence and aggregate. The Umbrella/Excess Liability policy will be excess over and at least as broad as the underlying coverage as required under Employer's Liability; Commercial General Liability; and Business Auto Liability, above. Inception and expiration dates will be the same as the underlying policies. Drop down coverage will be provided for reduction or exhaustion of underlying aggregate limits and will provide a duty to defend for any insured.

After the Effective Date, Broker must provide evidence of insurance on a Texas Department of Insurance (TDI) approved certificate form (the Acord form is a TDI-approved form) verifying the

existence of all required insurance policies; and, if the coverage period shown on the current certificate form ends during the Term, then before the end of the coverage period, a new certificate form verifying the continued existence of all required insurance policies. Certificates of Insurance shall reflect applicable limits, sub-limits, self-insured retentions, and deductibles. The certificate must confirm the required coverages in the in the "Description of Operations" or "Additional Remarks" or section or Broker must provide a copy of the declarations page. If Broker maintains broader coverage and/or higher limits than the minimums shown above, Owner requires and shall be entitled to the broader coverage and/or higher limits maintained by Broker. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Owner.

All insurance policies (except for Workers' Compensation and Employer's Liability) will be endorsed and name The Board of Regents for the University of Texas System and The University of Texas System ("**University Parties**") as Additional Insureds for liability caused by Broker's acts or omissions with respect to its on-going and completed operations. A Blanket Additional Insured Certificate is also acceptable. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

Broker hereby waives all rights of subrogation against University Parties. All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents for the University of Texas System and The University of Texas System. A Blanket Waiver of Subrogation Certificate is also acceptable. No policy will be canceled until after thirty (30) days' unconditional written notice to Owner. Broker will send notice to Owner thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required in this Schedule A.

Broker will pay any deductible or self-insured retention and be responsible for any applicable policy waiting periods for claims covered by policies Broker is required to provide under this Agreement.

Certificates of Insurance, Additional Insured/Blanket Additional Insured, Waiver of Subrogation/Blanket Waiver of Subrogation Endorsements as required by this Agreement will be mailed, faxed or emailed to the following Owner contact:

Owner:

The University of Texas System
Real Estate Office
210 West 7th Street
Austin, Texas 78701
Attention: Geoffrey A. Richards
Executive Director of Real Estate
Phone: (512) 499-4336
Fax: (512) 499-4388
E-Mail: grichards@utsystem.edu
kvasquez@utsystem.edu

With copy to:

Office of General Counsel
The University of Texas System
210 West 7th Street
Austin, Texas 78701
Attention: Marc Vockell
Asst. Vice Chancellor & Managing Counsel
Business Law Section
Phone: (512) 499-4337
Fax: (512) 499-4523
E-Mail: mvockell@utsystem.edu

Broker's insurance will be kept in force until all obligations have been fully performed and accepted by Owner in writing or the Agreement expires, is terminated, or is cancelled, whichever is later.

Owner reserves the right to approve the security of the insurance coverages provided by Broker's Insurers, as well as the terms, conditions, and Certificates of Insurance. Failure of Broker to fully comply with the requirements of this Schedule A is a material breach of the Agreement and a basis for immediate termination of the Agreement by Owner.

Failure to Maintain Insurance. Failure of Owner to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of Broker to identify a deficiency from evidence that is provided shall not be construed as a waiver of Broker's obligation to maintain such insurance.

Schedule B to Exclusive Listing Agreement

ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE) 11-07-2022

AND THE FOLLOWING ADDENDUMS:

Schedule B-1: Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards as Required by Federal Law) (12-05-11)

Schedule B-2: Addendum for Property Subject to Mandatory Membership in a Property Owners Association (11-07-2022)

Schedule B-3: Addendum for Reservation of Oil, Gas, and Other Minerals (11-07-2022)

Schedule B-4: Notice to Purchaser of Special Taxing or Assessment District

Schedule B-5: Special Provisions Addendum

Schedule C: Addendum to Agreement

Schedule B-1 to Exclusive Listing Agreement



APPROVED BY THE TEXAS REAL ESTATE COMMISSION

12-05-11



ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS AS REQUIRED BY FEDERAL LAW

CONCERNING THE PROPERTY AT _____

(Street Address and City)

A. LEAD WARNING STATEMENT: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

NOTICE: Inspector must be properly certified as required by federal law.

B. SELLER'S DISCLOSURE:

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):

☐ (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): _____

☐ (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.

2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):

☐ (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): _____

☐ (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. BUYER'S RIGHTS (check one box only):

☐ 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.

☐ 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):

☐ 1. Buyer has received copies of all information listed above.

☐ 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

E. BROKERS' ACKNOWLEDGMENT: Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to: (a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

F. CERTIFICATION OF ACCURACY: The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer Date

Seller Date

Buyer Date

Seller Date

Other Broker Date

Listing Broker Date



The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

TREC NO. OP-L

Schedule B-2 to Exclusive Listing Agreement

 TEXAS REAL ESTATE COMMISSION	PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION (NOT FOR USE WITH CONDOMINIUMS) ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT (Street Address and City) (Name of Property Owners Association, (Association) and Phone Number)	11-07-2022  EQUAL HOUSING OPPORTUNITY				
A. SUBDIVISION INFORMATION: "Subdivision Information" means: (i) a current copy of the restrictions applying to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate, all of which are described by Section 207.003 of the Texas Property Code. (Check only one box): ☐ 1. Within _____ days after the effective date of the contract, Seller shall obtain, pay for, and deliver the Subdivision Information to the Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer does not receive the Subdivision Information, Buyer, as Buyer's sole remedy, may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer. ☐ 2. Within _____ days after the effective date of the contract, Buyer shall obtain, pay for, and deliver a copy of the Subdivision Information to the Seller. If Buyer obtains the Subdivision Information within the time required, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer, due to factors beyond Buyer's control, is not able to obtain the Subdivision Information within the time required, Buyer may, as Buyer's sole remedy, terminate the contract within 3 days after the time required or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. ☐ 3. Buyer has received and approved the Subdivision Information before signing the contract. Buyer ☐ does not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, at Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resale certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if Seller fails to deliver the updated resale certificate within the time required. ☐ 4. Buyer does not require delivery of the Subdivision Information. The title company or its agent is authorized to act on behalf of the parties to obtain the Subdivision Information ONLY upon receipt of the required fee for the Subdivision Information from the party obligated to pay. B. MATERIAL CHANGES. If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer. Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing, and the earnest money will be refunded to Buyer. C. FEES AND DEPOSITS FOR RESERVES: Buyer shall pay any and all Association fees, deposits, reserves, and other charges associated with the transfer of the Property not to exceed \$_____ and Seller shall pay any excess. This paragraph does not apply to: (i) regular periodic maintenance fees, assessments, or dues (including prepaid items) that are prorated by Paragraph 13, and (ii) costs and fees provided by Paragraphs A and D. D. AUTHORIZATION: Seller authorizes the Association to release and provide the Subdivision Information and any updated resale certificate if requested by the Buyer, the Title Company, or any broker to this sale. If Buyer does not require the Subdivision Information or an updated resale certificate, and the Title Company requires information from the Association (such as the status of dues, special assessments, violations of covenants and restrictions, and a waiver of any right of first refusal), ☐ Buyer ☐ Seller shall pay the Title Company the cost of obtaining the information prior to the Title Company ordering the information. NOTICE TO BUYER REGARDING REPAIRS BY THE ASSOCIATION: The Association may have the sole responsibility to make certain repairs to the Property. If you are concerned about the condition of any part of the Property which the Association is required to repair, you should not sign the contract unless you are satisfied that the Association will make the desired repairs. <table style="width: 100%; margin-top: 20px;"><tr><td style="width: 50%; text-align: center;">_____ Buyer</td><td style="width: 50%; text-align: center;">_____ Seller</td></tr><tr><td style="width: 50%; text-align: center;">_____ Buyer</td><td style="width: 50%; text-align: center;">_____ Seller</td></tr></table> The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (www.trec.texas.gov) TREC No. 36-10. This form replaces TREC No. 36-9.			_____ Buyer	_____ Seller	_____ Buyer	_____ Seller
_____ Buyer	_____ Seller					
_____ Buyer	_____ Seller					

TREC NO. 36-10

Schedule B-3 to Exclusive Listing Agreement

 TEXAS REAL ESTATE COMMISSION	PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) ADDENDUM FOR RESERVATION OF OIL, GAS, AND OTHER MINERALS ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT (Street Address and City) <i>NOTICE: For use ONLY if Seller reserves all or a portion of the Mineral Estate.</i> A. "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, but DOES include the reasonable use of these surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property. B. <i>Subject to Section C below</i>, the Mineral Estate owned by Seller, if any, will be conveyed unless reserved as follows (check one box only): ☐ (1) Seller reserves all of the Mineral Estate owned by Seller. ☐ (2) Seller reserves an undivided _____ interest in the Mineral Estate owned by Seller. <i>NOTE: If Seller does not own all of the Mineral Estate, Seller reserves only this percentage or fraction of Seller's interest.</i> C. Seller ☐ does ☐ does not waive rights of ingress and egress and of reasonable use of the Property (including surface materials) that are part of the Mineral Estate for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals. <i>NOTE: Surface rights that may be held by other owners of the Mineral Estate who are not parties to this transaction (including existing mineral lessees) will NOT be affected by Seller's election. Seller's failure to complete Section C will be deemed an election to convey all surface rights described herein.</i> D. If Seller does not reserve all of Seller's interest in the Mineral Estate, Seller shall, within 7 days after the Effective Date, provide Buyer with the current contact information of any existing mineral lessee known to Seller. IMPORTANT NOTICE: The Mineral Estate affects important rights, the full extent of which may be unknown to Seller. A full examination of the title to the Property completed by an attorney with expertise in this area is the only proper means for determining title to the Mineral Estate with certainty. In addition, attempts to convey or reserve certain interest out of the Mineral Estate separately from other rights and benefits owned by Seller may have unintended consequences. Precise contract language is essential to preventing disagreements between present and future owners of the Mineral Estate. If Seller or Buyer has any questions about their respective rights and interests in the Mineral Estate and how such rights and interests may be affected by this contract, they are strongly encouraged to consult an attorney with expertise in this area. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS FORM CAREFULLY. Buyer Seller Buyer Seller	 EQUAL HOUSING OPPORTUNITY
--	---	---

TREC NO. 44-3

Schedule B-4 to Exclusive Listing Agreement

 TEXAS REAL ESTATE COMMISSION	PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) NOTICE TO PURCHASER OF SPECIAL TAXING OR ASSESSMENT DISTRICT NOTICE: Not for use for Public Improvement Districts (PIDs). Section 49.453, Texas Water Code, requires each district to make the form of notice containing the information in this form available to the public on the district's website or otherwise. If available, Seller should use the district's form instead of this form. If the district does not have the form of notice on its website or does not publish a form of notice, Seller should obtain the information from the district and complete this form with the information from the district.	02-12-2024  EQUAL HOUSING OPPORTUNITY
SELLER'S DISCLOSURE CONCERNING THE PROPERTY AT: (Street Address and City)		
1. NAME OF SPECIAL DISTRICT: The real property that you are about to purchase is located in the _____ and may be subject to district taxes or assessments. (insert name of district)		
2. TAX RATE: The district may, subject to voter approval, impose taxes and issue bonds. The district may impose an unlimited rate of tax in payment of such bonds. (Check only one box) ☐ The current rate of the district property tax is _____ on each \$100 of assessed valuation. (insert current property tax rate) ☐ The district has not yet imposed taxes. The projected rate of the district property tax is _____ on each \$100 of assessed valuation. (insert projected property tax rate)		
3. ASSESSMENTS: The district may impose assessments and issue bonds and impose an assessment in payment of such bonds. (Check only one box) ☐ The rate of the district assessment is _____ on each \$100 of assessed valuation. (insert current assessment amount) ☐ The amount of the district assessment on the real property that you are about to purchase is _____. (insert current assessment amount) ☐ The district has not yet imposed an assessment, but the projected ☐ rate ☐ amount of the assessment is _____. (insert projected assessment rate or amount)		
4. BONDS: A. The total amounts of bonds payable wholly or partly from ☐ property taxes ☐ assessments (☐ excluding refunding bonds that are separately approved by the voters ☐ excluding any bonds or any portions of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity) approved by the voters are: (1) \$ _____ for water, sewer, and drainage facilities; (insert amount) (2) \$ _____ for road facilities; (insert amount) (3) \$ _____ for parks and recreational facilities; and (insert amount) (4) \$ _____ for _____. (insert amount) (insert description of additional facilities, as applicable) B. The aggregate initial principal amounts of all such bonds issued are: (1) \$ _____ for water, sewer, and drainage facilities; (insert amount) (2) \$ _____ for road facilities; (insert amount) (3) \$ _____ for parks and recreational facilities; and (insert amount) (4) \$ _____ for _____. (insert amount) (insert description of additional facilities, as applicable)		
Initialed for identification by Buyer _____ and Seller _____		
TREC No. 59-0		

Schedule B-5 to Exclusive Listing Agreement

**SPECIAL PROVISIONS ADDENDUM
TO
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)**

This Special Provisions Addendum is attached to and made a part of that certain "One to Four Family Residential Contract (Resale)" (hereafter called the "**Contract**") by and between the **BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM** as "**Seller**" and _____ as "**Buyer**" pertaining to the property commonly known as _____. Unless defined differently herein or the context clearly requires otherwise, all capitalized or defined terms used in this Special Provisions Addendum shall have the meaning ascribed to them elsewhere in the Contract.

Seller and Buyer agree and stipulate that this Special Provisions Addendum is an integral part of the Contract and that to the extent of any conflict between the terms and provisions of this Special Provisions Addendum and the other terms and provisions of the Contract, the terms and provisions of this Special Provisions Addendum shall control.

1. "As Is, Where Is" Sale. BUYER UNDERSTANDS THAT SELLER OBTAINED THE PROPERTY THROUGH A GIFT OR WILL OR AS A RESULT OF A TRUST OR OTHER MEANS AND IS SELLING THE PROPERTY STRICTLY ON AN "AS IS, WHERE IS" BASIS, "WITH ANY AND ALL FAULTS." SELLER MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, NOR IS ANY EMPLOYEE OR AGENT OF SELLER AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY, AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO SELLER, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL SELLER BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY, OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, UNDERGROUND STORAGE TANKS OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY. BY CLOSING THE PURCHASE AND SALE, BUYER WARRANTS THAT BUYER HAS FULLY INSPECTED THE PROPERTY, IS FULLY SATISFIED WITH THE SAME IN ALL RESPECTS "AS IS, WHERE IS, WITH ANY AND ALL FAULTS," IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF SELLER, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, IN PURCHASING THE PROPERTY FROM SELLER, AND BUYER ACCEPTS ANY LIABILITIES OR COSTS ARISING IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY.

2. Endorsements to Title Policy. Buyer and Seller agree that Buyer is solely responsible for paying for all endorsements that Buyer or Buyer's lender (if any) desire for the Title Policy and/or the mortgagee's title policy.

3. **Survey.** Notwithstanding anything to the contrary contained in the Contract and this Special Provisions Addendum, Seller shall have no obligation to furnish any survey of the Property to Buyer. If Buyer obtains a new survey of the Property, Buyer shall provide a copy of the new survey to Seller within three (3) business days of Buyer's receipt of the new survey (and with respect to any revised version of the new survey, Buyer shall provide a copy of such revised version to Seller within three (3) business days of Buyer's receipt of such revised version).

4. **Objections to Title Commitment.** That part of Paragraph 6.D of the Contract reading

"Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within **15 days** after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period,["

is amended in its entirety to read,

"Seller may, but shall have no obligation to, cure the timely objections of Buyer or any third party lender within **30 days** after Seller receives the objections in writing (Cure Period), and the Closing Date will be extended as necessary. Whether or not Seller elects to cure the objections, if they are not cured within the Cure Period,["

5. **Inspections of Property.**

Paragraph 7.A of the Contract is amended by the addition of the following language to the end of the Paragraph:

All access to the Property for purposes of making inspections (or for any other purpose) shall be scheduled with Broker in advance and shall be done only while Broker or Broker's representative is present on the Property. Buyer shall provide Seller with copies of all property condition reports prepared for or provided to Buyer immediately upon receipt of same. Buyer, its agents, consultants, and employees, shall not disclose any property condition report to any third party except Buyer's lender without Seller's prior written approval, unless Buyer is legally compelled to make such disclosure. This prohibition shall survive any expiration or earlier termination of this Contract. All property condition reports are the sole property of Seller prior to closing but shall become the property of Buyer from and after closing. Seller may use the property condition reports for any purpose and disclose and distribute them as Seller wishes if this Contract expires or is terminated without a closing of the transaction contemplated hereby. Buyer shall be solely responsible for all costs associated with all inspection-related activities and shall leave the Property in the condition in which Buyer or Buyer's representatives found it. Buyer shall not permit any liens to attach to the Property by reason of the exercise of Buyer's rights hereunder.

BUYER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, CLAIMS, REMEDIES, DEFENSES, DEMANDS, SUITS, CAUSES OF ACTION, LIABILITIES, COSTS OR EXPENSES, OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN ANY WAY RELATED TO BUYER'S ACCESS OF OR EXAMINATION OF THE PROPERTY. This indemnification obligation of Buyer shall survive the expiration or earlier termination of this Contract for any reason or the Closing of the transaction contemplated herein.

In Paragraph 7.B of the Contract, item (3) shall be checked, and the following language shall be

added to the end of the Paragraph 7B:

Contemporaneous with the execution of the Contract, Broker shall provide Buyer with a copy of the Site Observation Report dated April 26, 2022 pertaining to the condition of the Property prepared by the Office of Capital Projects of The University of Texas System. **SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION INCLUDED IN THE SITE OBSERVATION REPORT. BUYER ACKNOWLEDGES AND AGREES THAT SUCH REPORT IS PROVIDED TO PURCHASER AS A CONVENIENCE ONLY, THAT SUCH REPORT HAS NO EFFECT ON THE PROVISIONS OF CONTRACT OR SECTION 1 OF THIS SPECIAL PROVISIONS ADDENDUM AND THAT ANY RELIANCE ON OR USE OF THE INFORMATION IN SUCH REPORT BY BUYER SHALL BE AT THE SOLE RISK OF BUYER.**

6. Repairs. Notwithstanding anything to the contrary contained in the Contract and this Special Provisions Addendum, Seller shall have no obligation to make (or reimburse Buyer for) any treatment or repairs to the Property.

7. Broker's Fees. Paragraph 8.B. of the Contract is amended by the addition of the following to the end of the Paragraph:

Buyer warrants and represents to Seller that Buyer has **not dealt with any agent or broker in connection with the purchase of the Property other than _____, and BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY LOSS, LIABILITY, OR EXPENSE SUFFERED BY SELLER BY REASON OF A BREACH OF SUCH WARRANTY AND REPRESENTATION. BUYER'S WARRANTIES, REPRESENTATIONS, AND AGREEMENT TO INDEMNIFY IN THIS PARAGRAPH SHALL SURVIVE THE CLOSING.**

8. Deed. Paragraph 9.B.(1) of the Contract is amended to provide that the deed to be delivered by Seller to Buyer at Closing shall be a special warranty deed of substantially the form attached to this Special Provisions Addendum as **Attachment 1**.

9. Casualty Loss. Paragraph 14 of the Contract is deleted in its entirety and replaced with the following:

If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this Contract, Seller at its sole option may, but is not required to, restore the Property to its previous condition by the Closing Date. If the Property is not restored to its previous condition by the Closing Date, Buyer may (a) terminate this Contract and the earnest money will be refunded to Buyer, or (b) accept the Property in its damaged condition with an assignment of any insurance proceeds under any third-party insurance policy maintained by Seller on the Property (but not under any self-insurance program of Seller), and receive credit from Seller at closing in the amount of the deductible under such third-party insurance policy.

10. Default. Paragraph 15 of the Contract is deleted in its entirety and replaced with the following:

15. DEFAULT AND REMEDIES.

A. Buyer's Default and Seller's Remedies. Buyer shall be in default under this Contract if Buyer shall do or fail to do any act, the performance or nonperformance of which is an act required under this Contract, or if Buyer fails or refuses to pay the Sales Price at

Closing for any reason other than a default by Seller. If Buyer is in default under this Contract, Seller may, as Seller's sole remedy at law or in equity for such default, terminate this Contract by written notice delivered to Buyer and receive the entire earnest money deposit as liquidated damages and not as a penalty, it being acknowledged and agreed by Seller and Buyer that the amount of Seller's damages for Buyer's breach of this Contract would be difficult, expensive and impractical to determine, and the earnest money deposit is a reasonable estimate of Seller's damages that would be caused by Buyer's breach. The earnest money deposit shall be delivered to Seller by the Title Company on receipt of a written affidavit from Seller that Buyer has defaulted under this Contract. Notwithstanding the foregoing provisions to the contrary, Seller's remedies provided for herein for Buyer's default under the Contract shall in no way affect or limit Seller's remedies, if any, (i) under any other documents executed in connection with the conveyance of the Property; or (ii) to enforce the indemnities given by Buyer to Seller under the Contract.

B. Seller's Defaults and Buyer's Remedies. Seller shall be deemed to be in default under this Contract if Seller fails to substantially comply with any of the requirements contained in this Contract for reasons other than Buyer's default. If Seller is in default under this Contract, Buyer may, at Buyer's option, do either of the following, as Buyer's sole and exclusive remedy at law or in equity: (a) terminate this Contract by written notice delivered to Seller on or before the Closing Date, as appropriate, and receive a return of the earnest money deposit; or (b) enforce specific performance of this Contract against Seller by waiving all uncured Objections to title without reduction or adjustments in the Sales Price and accepting such title to the Property as Seller is able to convey without incurring any material expense to do so.

C. Notice to Title Company. Upon the termination of this Contract pursuant to this Paragraph 15, the parties covenant and agree to deliver a letter of instruction to the Title Company directing disbursement of the earnest money deposit to the party entitled thereto. In the event that either party hereto fails or refuses to execute and deliver such an instruction letter when the other party is entitled to receive the disbursement of the earnest money deposit, the party refusing to deliver the instruction letter shall pay (but only to the extent authorized by the Constitution and laws of the State of Texas), upon the final order of a court with appropriate jurisdiction, costs incurred in connection with the recovery thereof (including, without limitation, costs of suit, court costs and attorney fees) by the party entitled to the earnest money deposit.

11. Roll Back Taxes. IF THIS SALE OF THE PROPERTY OR BUYER'S USE OF THE PROPERTY AFTER CLOSING RESULTS IN THE ASSESSMENT OF ADDITIONAL TAXES, PENALTIES AND/OR INTEREST FOR PERIODS PRIOR TO CLOSING, BUYER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF SUCH ADDITIONAL TAXES, PENALTIES AND/OR INTEREST.

12. Attorney's Fees. Notwithstanding anything to the contrary contained in the Contract and this Special Provisions Addendum, any provision stating that Seller will be liable to Buyer or any other person for attorney's fees and costs of suit or any other legal proceeding shall be effective only to the extent authorized or permitted by the Constitution and laws of the State of Texas.

13. Representations. Notwithstanding anything to the contrary contained in the Contract and this Special Provisions Addendum, Buyer acknowledges and accepts that any and all representations made by Seller therein are based on and limited to "Seller's knowledge" concerning such representations. As used herein, "Seller's knowledge" refers to facts in question being actually known

(as opposed to imputed, inquiry or constructive knowledge) to Geoffrey A. Richards, Executive Director of Real Estate, The University of Texas System, without any due diligence or duty of inquiry.

14. Trust Agreement. If Buyer is a trust or a trustee, then as a condition precedent to Seller's obligation to close under this Contract, within **five (5) business days** after the Effective Date of the Contract, Buyer shall deliver to Seller (i) a true, correct and complete copy of Buyer's trust agreement and any and all amendments thereto (collectively, the "**Trust Agreement**"), and (ii) any other documentation required to identify the true purchaser of the Property to Seller's reasonable satisfaction, as required by Texas Government Code §2252.092. Any trust agreement provided by Buyer to Seller shall be subject to the confidentiality rules set forth in Texas Government Code §2252.094. **IF BUYER FAILS TO TIMELY DELIVER THE TRUST AGREEMENT TO SELLER, THEN SELLER, AT SELLER'S OPTION, MAY (IN ADDITION TO ANY OTHER REMEDY PROVIDED IN THIS CONTRACT FOR SUCH DEFAULT) TERMINATE THIS CONTRACT AT ANY TIME PRIOR TO THE EARLIER TO OCCUR OF (i) THE CLOSING DATE, OR (ii) DELIVERY OF THE TRUST AGREEMENT TO SELLER. IN THE EVENT SELLER SO ELECTS TO TERMINATE THIS CONTRACT, ANY ESCROW DEPOSIT HELD BY THE TITLE COMPANY (LESS THE INDEPENDENT CONTRACT CONSIDERATION, IF ANY, TO BE DELIVERED TO SELLER) WILL BE RETURNED TO BUYER AND THE PARTIES SHALL HAVE NO FURTHER OBLIGATIONS TO EACH OTHER HEREUNDER, EXCEPT NO TERMINATION HEREUNDER WILL RELIEVE BUYER OF ANY OBLIGATIONS UNDER THIS CONTRACT THAT, BY THEIR NATURE, SURVIVE SUCH TERMINATION.**

15. No Conflict of Interest. If Buyer is not an individual, Buyer certifies to Seller that no member of the Board of Regents of The University of Texas System (i) owns or has a beneficial interest in more than 5% of Buyer's outstanding capital stock; (ii) is an officer or employee of Buyer, or (iii) to Buyer's knowledge, has a pecuniary interest, directly or indirectly, in the transaction contemplated in this Contract.

16. Holidays. For purposes of this Contract, should any date specified in the Contract as a deadline fall on (i) a Saturday or Sunday, or (ii) any day on which The University of Texas System Administration, national banks, Texas state banks and/or the U.S. Postal service are closed for business (collectively, a "**Holiday**"), such deadline date shall automatically be extended to the next following calendar day that is not a Saturday, Sunday or Holiday.

17. Effective Date of Contract. The "**Effective Date**" of the Contract shall be the date this Special Provisions Addendum is signed by the last to sign of Buyer or Seller. If one party fails to date its execution of this Special Provisions Addendum, the Effective Date shall be the date shown for the other party's execution. Each party agrees to give notice to the other party immediately upon execution of the Contract and this Special Provisions Addendum.

18. Expiration of Offer. If a fully executed counterpart of this Contract is not received by the first party executing this Contract on or **before _____, 2025**, the offer contained in this Contract shall be voidable at the option of the first party.

19. DISCLOSURE OF INTERESTED PARTIES. Pursuant to Texas Government Code §2252.908 and Chapter 46 of the rules of the Texas Ethics Commission, a state agency such as the Board of Regents of The University of Texas System may not enter into certain statutorily defined contracts with a business entity unless the business entity, in accordance with said statute and administrative rules, fills out and electronically files Texas Ethics Commission Form 1295 entitled "Certificate of Interested Parties" with the Texas Ethics Commission at its website ("**Form 1295**"). The Form 1295 generated by the Commission's electronic filing application must be printed, signed

by an authorized agent of the contracting business entity, and submitted (either electronically or by hard copy) to the state agency that is the party to the contract for which the form is being filed. The state agency will then electronically acknowledge its receipt of the signed Form 1295 with the Texas Ethics Commission not later than the thirtieth (30th) day after the state agency receives the signed Form 1295. This Contract is subject to the requirements of Texas Government Code § 2252.908 and Chapter 46 of the rules of the Texas Ethics Commission. Accordingly, Seller must comply with the statutory requirements before the Board of Regents of The University of Texas System may execute and enter into this Contract. For this purpose, Seller is advised that:

- (a) An electronic version of Form 1295 may be obtained and filed at the following website maintained by the Texas Ethics Commission:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- (b) The current text of Texas Government Code §2252.908 may be reviewed at: <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.9>
- (c) The current text of Texas Ethics Commission Chapter 46 may be reviewed at: <https://www.ethics.state.tx.us/rules/commission/ch46.php>

20. Attachments. The following attachments are part of this Special Provisions Addendum and are incorporated into the Contract by reference:

Attachment 1 – Special Warranty Deed (*Exhibits A and B to be attached*)

[Signatures on following page]

DATE OF EXECUTION:

_____, 2025

BUYER (entity):

By: _____

Name: _____

Title: _____

DATE OF EXECUTION:

_____, 2025

BUYER (individual):

Print Name: _____

DATE OF EXECUTION:

_____, 2025

SELLER:

BOARD OF REGENTS OF THE UNIVERSITY OF
TEXAS SYSTEM, for the use and benefit

By: _____

Name: Jonathan Pruitt

Title: Executive Vice Chancellor for Business
Affairs

The University of Texas System

ATTACHMENT 1
to
SPECIAL PROVISIONS ADDENDUM TO REAL ESTATE CONTRACT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
 §
COUNTY OF §

Special Warranty Deed [With Vendor's Lien]

Effective Date: _____, 2025

Grantor: BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM,

Grantor's Mailing Address: 210 West 7th Street
Austin, Travis County, Texas 78701
Attention: Executive Director of Real Estate

Grantee: _____

Grantee's Mailing Address (including county):

Consideration:

TEN and No/100 DOLLARS (\$10.00) cash in hand and other good and valuable consideration paid by Grantee, the receipt and legal sufficiency of which are hereby acknowledged, **[If Vendor's Lien is applicable:** which Consideration includes the sum of _____ and ___/100 DOLLARS (\$_____) paid and advanced by _____ ("**Lender**"), at the request of Grantee. To evidence such advancement and indebtedness of Grantee to Lender, Grantee has executed that one certain promissory note in the original principal amount of _____ and ___/100 DOLLARS (\$_____) (the "**Note**"), dated of even date herewith payable to the order of Lender as therein provided. The Note is secured by a vendor's lien retained in this deed and described in and secured by a deed of trust of even date from Grantee to _____, Trustee.]

Property (including any improvements):

_____, Texas together with all rights and interests appurtenant thereto, including (without limitation) all of Grantor's right, title and interest in and to adjacent streets, alleys, rights-of-way and any adjacent strips or gores of real estate ("Land"), all improvements located on the Land ("Improvements"), and all rights, titles and interests appurtenant to the Land and Improvements. This conveyance also includes an assignment from Grantor to Grantee of all of Grantor's rights, claims, or causes of action related to injury to the Land or Improvements. more particularly described on the attached **Exhibit A** [to be attached].

Reservations from and Exceptions to Conveyance and Warranty:

There is reserved from this conveyance all the oil, gas and other minerals, ores or other substances, or any geothermal energy or geothermal substances or rights, or any groundwater or other subsurface water of any kind or nature in and under the Property owned by Grantor, if any, which are expressly reserved to Grantor, together with all rights owned by Grantor (if any) of ingress and egress upon the Property for the purpose of exploring, developing and drilling the mineral estate. This conveyance is further subject to all easements, rights-of-way and prescriptive rights, whether of record or not, all presently recorded matters that affect the Property, and those items listed on the attached **Exhibit B** [to be attached].

[If Grantee is a Trustee: Grantee delivered to Grantor on or before the Effective Date hereof a true, correct, and complete copy of the _____ [and all amendments thereto] identifying the person(s) who will be the true owner(s) of the Property on Grantor's execution and delivery of this deed to Grantee.]

Grantor, for the consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, GRANTS, SELLS and CONVEYS to Grantee the Property, together with, all and singular, the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee, Grantee's **[heirs/successors]** or assigns forever. Grantor hereby binds Grantor and Grantor's successors to the extent, and only to the extent allowed by the laws and Constitution of the State of Texas, to WARRANT and FOREVER DEFEND, all and singular, the Property to Grantee and Grantee's **[heirs/successors]** and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty, when the claim is by, through or under Grantor, but not otherwise.

[If Vendor's Lien is applicable: The vendor's lien against and superior title to the Property are retained until the Note [*insert further description of Note*] is fully paid according to its terms, at which time this deed shall become absolute. In consideration of the payment by _____ ("**Lender**") of the sum above mentioned, Grantor hereby transfers, assigns and conveys to Lender the vendor's lien and superior title herein retained and reserved against the Property, without warranties and without recourse on Grantor.]

GRANTOR CONVEYS THE PROPERTY TO GRANTEE "AS IS, WHERE IS" AND "WITH ANY AND ALL FAULTS." OTHER THAN THE WARRANTY OF TITLE PROVIDED HEREIN,

GRANTOR MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO GRANTOR, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL GRANTOR BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY, OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, UNDERGROUND STORAGE TANKS OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY. BY GRANTEE'S ACCEPTANCE OF THIS CONVEYANCE, GRANTEE WARRANTS THAT GRANTEE HAS FULLY INSPECTED THE PROPERTY, IS FULLY SATISFIED WITH THE SAME IN ALL RESPECTS "AS IS, WHERE IS, WITH ANY AND ALL FAULTS," AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF GRANTOR OTHER THAN THE WARRANTY OF TITLE PROVIDED HEREIN. GRANTEE, BY ITS ACCEPTANCE OF THIS DEED, ACCEPTS ANY LIABILITIES OR COSTS IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY.

By **[their/Grantee's]** acceptance of this conveyance, Grantee **[s, jointly and severally,]** assume**[s]** and agree**[s]** to pay all taxes affecting the Property for 20 and all subsequent years and any and all taxes assessed against the Property due to a change in usage, regardless of the year(s) for which those taxes are assessed.

When the context requires, singular nouns and pronouns include the plural.

Executed on the date set forth in the acknowledgment line below, to be effective for all purposes as of the Effective Date.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS
SYSTEM,

By: _____
Name: Jonathan Pruitt
Title: Executive Vice Chancellor for Business Affairs
The University of Texas System

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2025, by Jonathan Pruitt, Executive Vice Chancellor for Business Affairs of The University of Texas System, for and on behalf of the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM.

Notary Public in and for The State of Texas

Record and Return to:

Attention: _____

PROPERTY DESCRIPTION

PAGE 18

EXHIBIT B
to
Special Warranty Deed with Vendor's Lien
EXCEPTIONS

Schedule C to Exclusive Listing Agreement

ADDENDUM TO AGREEMENT

The following terms and conditions are incorporated into and form a part of the agreement to which they are attached (**Agreement**) for all purposes. **University** means Board of Regents of the University of Texas System. **Contractor** means _____.

Representations and Warranties by Contractor. Contractor represents and warrants Contractor is duly organized, validly existing and in good standing under the laws of the state of its organization; it is duly authorized and in good standing to conduct business in the State of Texas; it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

Tax Certification. If Contractor is a taxable entity as defined by [Chapter 171, Texas Tax Code](#), then Contractor certifies it is not currently delinquent in the payment of any taxes due under Chapter 171, Contractor is exempt from the payment of those taxes, or Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

Payments. So long as Contractor has provided University with its current and accurate Federal Tax Identification Number in writing, University will pay Contractor for goods and services in accordance with [Chapter 2251, Texas Government Code](#). University (a state agency) is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, Texas Tax Code](#), and [Title 34 Texas Administrative Code \(TAC\) §3.322](#).

Payments by Electronic Funds Transfer. [§51.012, Texas Education Code](#), authorizes University to make payments through electronic funds transfer methods. Contractor agrees to accept payments from University through those methods, including the automated clearing house system (ACH). Contractor agrees to provide Contractor's banking information to University in writing on Contractor letterhead signed by an authorized representative of Contractor. Prior to the first payment, University will confirm Contractor's banking information. Changes to Contractor's bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an IRS Form W-9 signed by an authorized representative of Contractor.

Payment of Debt or Delinquency to the State. Pursuant to §§[2107.008](#) and [2252.903, Texas Government Code](#), Contractor agrees any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency Contractor owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

Texas Family Code Child Support Certification. Pursuant to [§231.006, Texas Family Code](#), Contractor certifies it is not ineligible to receive the award of or payments under this Agreement, and acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Contractor Certification regarding Business with Certain Countries and Organizations. Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Contractor Verification Regarding Boycotting Energy Companies. Pursuant to [Chapter 2274, Texas Government Code](#) (enacted by [SB 13, 87th Texas Legislature, Regular Session \(2021\)](#)), Contractor verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

Contractor Certification Regarding COVID-19 Vaccination. Pursuant to Section 161.0085, *Texas Health and Safety Code* (enacted by [SB 968, 87th Texas Legislature, Regular Session \(2021\)](#)), Contractor certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Contractor's business. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification Required by Texas Governor Executive Order GA-48. Pursuant to [Executive Order GA-48 of the Governor of Texas effective November 19, 2024](#), Contractor certifies that it and, if applicable, any of its holding companies or subsidiaries, is not:

- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
- b. Listed in Section 1260H of the 2021 NDAA; or
- c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
- d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

Notices. Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Agreement, will be in writing and sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to University: The University of Texas System
Real Estate Office
210 West 7th Street
Austin, Texas 78701
Fax : (512) 499-4388
Email : g-richards@utsystem.edu; lcastro@utsystem.edu
Attention : Geoffrey A. Richards,
Executive Director of Real Estate

with copy to: The University of Texas System
Office of the General Counsel
210 West 7th Street
Fax : (512) 499-4474
Email : m-vockell@utsystem.edu
Attention : Marc Vockell
Asst. Vice Chancellor & Managing Counsel
Business Law Section

If to Contractor: _____

Phone : _____
Email : _____

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Venue; Governing Law. Travis County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

Breach of Contract Claims. To the extent that [Chapter 2260, Texas Government Code](#), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Executive Vice Chancellor for Business Affairs of Owner will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims. The parties specifically agree (i) neither execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit; and (ii) University has not waived its right to seek redress in the courts.

Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire Agreement and understanding between the parties with respect to its subject matter. This Agreement and each of its provisions will be binding upon the parties, and may not be waived, modified, amended or altered, except by a writing signed by University and Contractor.

Loss of Funding. Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and/or allocation of funds by the Board of Regents of The University of Texas System (**Board**). If Legislature fails to appropriate or allot necessary funds, or Board fails to allocate necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond University's control.

State Auditor's Office. Contractor understands acceptance of funds under this Agreement constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. §§[51.9335@](#), [73.115\(c\)](#) and [74.008\(c\)](#), *Texas Education Code*). Contractor agrees to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

Force Majeure. Other than the delivery of fund sue of the maintenance of require insurance coverage, neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, pandemics, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("**force majeure occurrence**"). Provided, however, in the event of a force majeure occurrence, Contractor agrees to use its best efforts to mitigate the impact of the occurrence on University operations during the occurrence.

Limitations. THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS (**LIMITATIONS**) ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY, AND TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

Ethics Matters; No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy at: <http://www.utsystem.edu/board-of-regents/policy-library/policies/int180-conflicts-interest-conflicts-commitment-and-outside->, University's Standards of Conduct Guide at: <https://www.utsystem.edu/documents/docs/policies-rules/ut-system-administration-standards-conduct-guide>, and applicable state ethics laws and rules at <https://www.utsystem.edu/offices/systemwide-compliance/ethics>. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

Public Information. University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act (TPIA)*, [Chapter 552, Texas Government Code](#). In accordance with §§[552.002](#) and [2252.907](#), *Texas Government Code*, and at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.

Subcontracting. Contractor will use good faith efforts to subcontract work performed under this Agreement in accordance with the Historically Underutilized Business Subcontracting Plan (**HSP**) (ref. **Exhibit _____** [**Note: Insert Exhibit letter/number.**]). Except as specifically provided in the HSP, and unless specifically approved in writing in advance by University, Contractor will not subcontract any of its duties or obligations under this Agreement, in whole or in part. This Agreement is subject to [34 TAC §20.285](#). Contractor will comply with all of its duties and obligations under [34 TAC §20.285](#). In addition to other rights and remedies, University may exercise all rights and remedies authorized by [34 TAC §20.285](#).

External Terms. This Agreement completely supplants, replaces, and overrides all other terms and conditions or agreements, written or oral, concerning Contractor's performance or provision of goods or services under this Agreement (**External Terms**). External Terms are null and void and will have no effect under this Agreement, even if University or its employees, contractors, or agents express assent or agreement to External Terms. External Terms include any shrinkwrap, clickwrap, browsewrap, web-based terms and conditions of use, and any other terms and conditions displayed in any format that University or its employees, contractors, or agents are required to accept or agree to before or in the course of accessing or using any goods or services provided by Contractor.

Contractor Representation and Warranty That Cloud Computing Services Will Not Be Provided. Contractor represents and warrants that neither Contractor nor any Contractor subcontractors or third-party providers will provide cloud computing services either through this Agreement or in furtherance of this Agreement that process (include storing or transmitting) University data.

Addendum Controlling. If there is a conflict between the terms and conditions of the agreement to which this Addendum is attached and this Addendum, this Addendum controls.

Contractor

By: _____

Name: _____

Title: _____

Date: _____

University:

**BOARD OF REGENTS OF THE UNIVERSITY OF
TEXAS SYSTEM**

By: _____

Name: Jonathan Pruitt

Title: Executive Vice Chancellor for Business
Affairs

The University of Texas System

Date: _____