

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL SERVICES

(JPR Commercial Real Estate)

This Agreement for Professional Services ("Agreement") is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Jennifer Passante Raymond, Inc., d/b/a JPR Commercial Real Estate, Inc. ("JPR"), a Texas corporation. County and JPR may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, JPR provides professional real estate brokerage services in the Greater Houston area; and

WHEREAS, on December 17, 2024, the Fort Bend County Commissioners Court, by order, authorized the sale of real property located at 1117 1st St, Rosenberg, Texas 77471 and 1115 2nd St, Rosenberg, Texas 77471 (the "Property") by professional services agreement pursuant to Section 263.008 of the Texas Local Government Code which authorizes a County to sell real property through a broker agreement; and

WHEREAS, the Parties desire for JPR to render such brokerage services to County upon the terms and conditions provided in this Agreement; and

WHEREAS, insofar as competitive bidding requirements may apply, this Agreement is exempted from competitive bidding requirements because this Agreement is for a personal or professional service that requires predominantly mental or intellectual skills or belongs to a discipline requiring special knowledge or attainment and a high order of learning, skill, and intelligence; and

WHEREAS, pursuant to Section 263.008(e) of the Texas Local Government Code, this Agreement is not subject to the requirements regarding the sale of property through public auction prescribed by Section 263.001 of the Texas Local Government Code.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** JPR shall render services to County as provided in the Commercial Real Estate Listing Agreement (the "Listing Agreement") attached hereto as "Exhibit A" and incorporated by reference for all intents and purposes (the "Services").

3. **Term and Termination.**

- (a) The term of this Agreement shall be in accordance with the Listing Agreement attached hereto as Exhibit A.
- (b) In the event County determines it no longer desires to sell the Property, County shall have the right to terminate this Agreement with JPR. County shall notify JPR in writing of its desire to terminate the Agreement. JPR shall remove the Property listing within the time prescribed in County's written notice (the "Specified Date") and shall not incur any new obligations or perform any additional services beyond the Specified Date, other than those outlined in Section 5.E. of the Listing Agreement. In addition to a termination fee of Five Thousand and 00/100 Dollars (\$5,000.00), County shall further compensate JPR for any actual costs incurred by JPR for listing the Property and any other services performed up to the Specified Date in accordance with the procedures outlined in Section 4 of this Agreement.

4. **Compensation and Payment Terms.** All payment of fees and other costs required by County to JPR under this Agreement shall be made based on the following procedure: JPR shall submit to County staff person designated by County Facilities Management and Planning one (1) electronic (pdf) copy of an invoice showing the amount due for all fees and costs as provided in this Agreement. County shall review such invoice(s) and approve the same within thirty (30) calendar days with such modifications as are consistent with this Agreement and forward the same to the County Auditor for processing. County shall pay such approved invoice within 30 calendar days.

5. **Requirements under Chapter 263 of the Texas Local Government Code:** Notwithstanding anything to the contrary contained in this Agreement, JPR understands and agrees that County and the sale of the Property is subject to the requirements of Section 263.008 of the Texas Local Government Code. As such, the following terms and conditions regarding the sale of the Property shall apply:

- (a) Listing Prior to Sale: Before the Property may be sold, the Property must be listed for at least 30 days with a multiple-listing service used by other brokers in the County.
- (b) Sale of the Property: On or after the 30th day after the Property is listed, County may sell the Property to a ready, willing, and able buyer produced by JPR and who submits the highest cash offer.
- (c) Compensation: County may only pay the JPR's Broker Fee provided in the Listing Agreement if JPR produces a ready, willing, and able buyer to Purchase the Property who submits the highest cash offer.

6. **Limit of Appropriation.** JPR understands and agrees that the Retainer Fee and the Broker Fee is the "Maximum Compensation" that JPR shall receive for providing the Services under this Agreement. In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. JPR clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of the Maximum Compensation specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. JPR does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that JPR may become entitled to and the total maximum sum that County may become liable to pay to JPR under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed the Maximum Compensation.
7. **Taxes.** County is a political subdivision of the state of Texas and as such, is exempt from the payment of sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by JPR.
8. **County Indemnity.** THE PARTIES AGREE THAT UNDER THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY. THEREFORE, ANY AND ALL REFERENCES IN IN THE LISTING AGREEMENT TO COUNTY DEFENDING, INDEMNIFYING, HOLDING, OR SAVING HARMLESS JPR OR ANY OTHER PARTY, FOR ANY REASON WHATSOEVER, ARE HEREBY APPLICABLE ONLY TO THE EXTENT ALLOWED BY LAW.
9. **Applicable Law; Arbitration; Attorney Fees.** The laws of the state of Texas govern all disputes arising out of or relating to this Agreement. The Parties hereto acknowledge that venue is proper in Fort Bend County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. County does not agree to submit disputes arising out of or related to the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute in the Listing Agreement are hereby deleted. Additionally, County does not agree to pay any and/or all attorney fees incurred by JPR in any way associated with the Agreement.
10. **No Waiver of Jury Trial.** The County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references in the Listing Agreement to County's waiver of jury trial are hereby removed and deleted.

11. **Insurance.** Prior to commencement of the Services, JPR shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. JPR shall provide certified copies of insurance endorsements and/or policies if requested by County. JPR shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. JPR shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance as provided in "Exhibit B" attached hereto and incorporated by reference herein.

If required coverage is written on a claims-made basis, JPR warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.

JPR shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

Approval of the insurance by County shall not relieve or decrease the liability of the JPR.

12. **Indemnity.** TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, JPR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR ANY ACT OR OMSSION BY JPR WHICH RESULTS IN PERSONAL INJURY OR PROPERTY DAMAGE.

13. **Public Information Act.** JPR expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to JPR for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by JPR expressly marked as proprietary or confidential. County shall not be liable to JPR for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. JPR further

acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.

14. **Compliance with Laws.** JPR shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. JPR in providing all Services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
15. **Independent Contractor.** In the performance of work or Services hereunder, JPR shall be deemed an independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of JPR. JPR and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
16. **Use of Customer Name.** JPR may use County's name without County's prior written consent only in JPR's customer lists. Any other use of County's name by JPR must have the prior written consent of County.
17. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
18. **Personnel.** JPR represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that JPR shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of JPR shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of JPR or agent of JPR who, in County's opinion, is incompetent or by his conduct become detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at County's facilities, JPR shall comply with, and will require that all JPR's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to JPR in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

19. **Confidential and Proprietary Information.** JPR acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by JPR or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by JPR shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by JPR) publicly known or is contained in a publicly available document; (b) is rightfully in JPR's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of JPR who can be shown to have had no access to the Confidential Information.

JPR agrees to hold Confidential Information in strict confidence, using at least the same degree of care that JPR uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. JPR shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, JPR shall advise County immediately in the event JPR learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and JPR will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or JPR against any such person. JPR agrees that, except as directed by County, JPR will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, JPR will promptly turn over to County all documents, papers, and other matter in JPR's possession which embody Confidential Information.

JPR acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. JPR acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

JPR in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

20. **Inspection of Books and Records.** County, or any duly authorized agent of County, shall have the right to inspect and examine any and all books, documents, and records of JPR which are directly related to the listing of the Property and any costs incurred for the same. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four (4) years.
21. **Assignment.** JPR may not assign this Agreement to another party without the prior written consent of County.
22. **Successors and Assigns Bound.** County and JPR each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall JPR release any material or information developed or received during the performance of Services hereunder unless JPR obtains the express written approval of County or is required to do so by law.
24. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County Facilities Management and Planning
Attn: Facilities Director
301 Jackson Street,
Richmond, Texas 77469

And

Fort Bend County, Texas
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469


If to JPR: JPR Commercial Real Estate, Inc.
4611 Holt St.
Bellaire, Texas 77401

25. **Performance Representation.** JPR represents to County that JPR is a Broker licensed under Chapter 1101 of the Texas Occupations Code and has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession (“Professionals”) practicing in the greater Houston metropolitan area. JPR shall provide the Services to County with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.
26. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect.
27. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
28. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
29. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
30. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
31. **Certain State Law Requirements for Contracts** For purposes of Sections 2252.152, Texas Government Code, as amended, JPR hereby verifies that JPR and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate that, unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

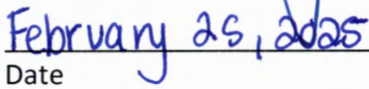
32. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, JPR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
33. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
34. **Conflict.** In the event of a conflict between the terms of the Listing Agreement or any other exhibits attached hereto, and the terms of this document entitled "Agreement for Professional Services", the terms of this document shall control.
35. **Effective Date.** The Effective Date of this Agreement shall be the Date it is signed by the last Party hereto.
36. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
37. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

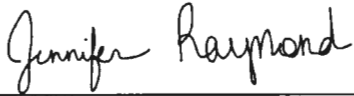


KP George,
County Judge



Date

**JENNIFER PASSANTE RAYMOND, INC., D/B/A
JPR COMMERCIAL REAL ESTATE, INC.**



Jennifer Raymond,
President

2/18/2025

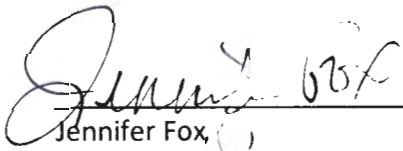
Date

APPROVED:



James Knight, Director
Facilities Management and Planning

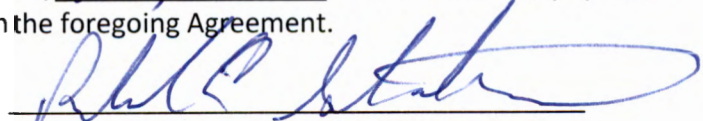
APPROVED AS TO LEGAL FORM:



Jennifer Fox,
Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 330,000.00 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

EXHIBIT A



COMMERCIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2022

1. PARTIES: The parties to this agreement (this Listing) are:

Seller: **Fort Bend County**

Address: **301 JACKSON ST.**

City, State, Zip: **RICHMOND, TX 77469**

Phone: _____ Mobile: _____ Fax or E-Mail: _____

Broker: **JPR COMMERCIAL REAL ESTATE, INC. DBA JENNIFER PASSANTE RAYMOND, INC.**

Address: **4611 Holt St.**

City, State, Zip: **Bellaire, TX 77401**

Phone: **(713)817-4590** Mobile: _____ Fax or E-Mail: _____

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. PROPERTY:

A. "Property" means the following real property in Texas:

Address: **1117 1st Street**

City: **Rosenberg** County: **FORT BEND** Zip: **77471**

Legal Description (Identify exhibit if described on attachment): **SEE EXHIBIT "A"**

B. Except as otherwise provided in this Listing, Broker is to market the Property together with:

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, easements and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
- (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: **N/A**

(Describe any exceptions, reservations, or restrictions in Special Provisions or an addendum. If the Property is a condominium, attach Condominium Addendum to Listing (TXR-1401).)

(TXR-1301) 07-8-22

Initialed for Identification by Seller _____, _____ and Broker/Associate 

Page 1 of 10

3. LISTING PRICE:

- A. Seller instructs Broker to market the Property at the following sales price: \$ 5,500,000.00
Five Million, Five Hundred Thousand
(Listing Price).
- B. Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of commercial real estate in Texas (seller's typical closing costs are those set forth in the commercial contract forms published by Texas REALTORS®) except **NONE**.

4. TERM:

- A. This Listing begins on January 15, 2025 and ends at 11:59 p.m. on January 14, 2026. Seller may terminate this Listing on notice to Broker any time after N/A.
- B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. BROKER'S FEE:

- A. Fee: When earned and payable, Seller will pay Broker a fee of:

- ☒ (1) 6.000 % of the sales price.
- ☒ (2) A "CO-BROKER" COMMISSION OF UP TO 3% SHALL BE PAID OUT OF THE COMMISSION EARNED BY JPR COMMERCIAL REAL ESTATE. A "CO-BROKER" FOR THE PURPOSES OF THIS AGREEMENT REFERS TO ANY LICENSED BROKER OR AGENT NOT ASSIGNED TO THIS PROPERTY.

- B. Earned: Broker's fee is earned when any one of the following occurs during this Listing:
- (1) Seller sells, exchanges, agrees to sell, or agrees to exchange all or part of the Property to anyone at any price on any terms;
 - (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy all or part of the Property at the Listing Price or at any other price acceptable to Seller;
 - (3) Seller grants or agrees to grant to another person an option to purchase all or part of the Property;
 - (4) Seller transfers or agrees to transfer all or part of Seller's interest (stock or shares) in any entity that holds title to all or part of the Property for the purpose of conveying all or part of the Property to another person; or
 - (5) Seller breaches this Listing.
- C. Payable: Once earned, Broker's fee is payable either during this Listing or after it ends at the earlier of:
- (1) the closing and funding of any sale or exchange of all or part of the Property;
 - (2) Seller's refusal to sell the Property after Broker's Fee has been earned;
 - (3) Seller's breach of this Listing; or
 - (4) at such time as otherwise set forth in this Listing.

Broker's fee is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

(TXR-1301) 07-8-22 Initialed for Identification by Seller _____, _____ and Broker/Associate JR

Page 2 of 10

D. Other Fees:

~~(1) Lease of Property: If, during this Listing, Broker procures a tenant to lease all or part of the Property and Seller agrees to lease all or part of the Property to the tenant, Seller will pay Broker at the time the lease is executed the fee described below. If, during the term of the lease, the tenant agrees to purchase all or part of the Property, Seller will pay Broker the fee specified in Paragraph 5A in addition to the amount described below.~~

☐ (a) _____ % of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; and ☐ _____.

☐ (b) _____

_____.

~~(2) Renewals, Extensions, or Expansions of Property: If, during this Listing or after it ends, Seller renews, extends, or expands the lease, Seller will pay Broker, at the time the renewal, extension, or expansion becomes effective, a fee of:~~

☐ (a) _____ % of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ _____;

☐ (b) _____ % of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ _____; or

☐ (c) _____.

In addition to their ordinary meanings, "extensions", "renewals," and "expansions" include new leases for more, less, or different space in the building or complex in which the property is located.

(3) Breach by Buyer Under Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement or otherwise from a buyer who breaches a contract for the sale of all or part of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5D(3) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

(4) Service Providers: If Broker refers Seller or a prospective buyer or tenant to a service provider (e.g., mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(4) is in addition to any other compensation Broker may receive under this Listing.

(5) Other Fees and/or Reimbursable Expenses: **ANY AND ALL ADDITIONAL EXPENSES SHALL BE AGREED TO BY THE SELLER AND THE BROKER.**

E. Protection Period:

- (1) "Protection period" means that time starting the day after this Listing ends and continuing for 60 days. Enter to)
- (2) Not later than 10 days after this Listing ends Broker may send Seller written notice specifying the names of persons whose attention Broker has called to the Property during this Listing. If Seller agrees to sell or lease all or part of the Property during the protection period to a person named in the notice or to a relative or business associate of a person named in the notice, Seller will pay Broker, upon the closing of the sale or upon execution of the lease, the amount Broker would have been entitled to receive if this Listing were still in effect.
- (3) "Person" means any person in any capacity whether an individual or entity. "Sell" means any transfer of any interest in the Property whether by agreement or option.
- (4) This Paragraph 5E survives termination of this Listing.

F. County: All amounts payable to Broker are to be paid in cash in FORT BEND County, Texas.

G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.

~~6. EXCLUSIONS:~~

- A. Under a prior listing agreement Seller is obligated to pay another Texas licensed broker a fee if Seller sells or leases all or part of the Property before N/A to any of the following persons: _____ (named exclusions).
- B. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion before the date specified in Paragraph 6A, Seller will not be obligated to pay Broker the fees under Paragraph 5 of this Listing, but Seller will pay Broker, upon the closing of the sale or upon execution of the lease, a fee equal to:
- (1) _____ % of the sales price if Seller sells the Property;
- (2) _____ % of all base rents to be paid over the term of the lease if Seller leases the Property and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; ☐ _____; and
- (3) _____
- C. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion, Broker ☐ will ☐ will not assist Seller in negotiating and closing the sale or lease to the named exclusion.

7. **ACCESS TO THE PROPERTY:** Authorizing access to the Property means giving permission to another person to enter the Property, disclosing security codes necessary to enter the Property to such person, and lending a key to the Property to such person. To facilitate the showing and sale of the Property, Seller instructs Broker and Broker's associates to: (i) access the Property at reasonable times; (ii) authorize other brokers, inspectors, appraisers, lenders, engineers, surveyors, and repair persons to enter the Property at reasonable times; and (iii) duplicate keys to facilitate convenient and efficient showings.

8. COOPERATION WITH OTHER BROKERS: Broker will allow other brokers to show the Property to prospective buyers. If the other broker procures a buyer who purchases the Property, Broker will offer to pay the other broker a portion of Broker's fee under Paragraph 5.

9. INTERMEDIARY: (Check A or B only.)

☒ A. Intermediary Status: Broker may show the Property to interested prospective buyers or tenants who Broker represents. If a prospect who Broker represents offers to buy or lease the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.

- (1) If a prospect who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospect to the prospect for the same purpose.
- (2) If a prospect who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospect; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.
- (3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

☐ B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospects who Broker represents.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:

- ♦ may not disclose to the prospect that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- ♦ may not disclose to Seller that the prospect will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospect;
- ♦ may not disclose any confidential information or any information Seller or the prospect specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- ♦ may not treat a party to the transaction dishonestly; and
- ♦ may not violate the Real Estate License Act.

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S AUTHORITY:

A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.

(TXR-1301) 07-8-22:

Initialed for Identification by Seller _____, _____ and Broker/Associate 

Page 5 of 10

- B. In addition to other authority granted by this Listing, Broker may:
- (1) advertise the Property by means and methods as Broker determines is appropriate in any media, including but not limited to:
 - (a) placing a "For Sale" sign or similar marketing sign on the Property; and
 - (b) creating and placing information about the Property (including interior and exterior photographs or videos):
 - (i) on the Internet on Broker's website and on other websites as Broker determines;
 - (ii) in any advertisements whether in print or electronic media; and
 - (iii) into listing services that may publicize the information on the Internet or by other means;
 - (2) reproduce, display, and distribute information about the Property, including the information described under Paragraph 11B(1), for the purposes of marketing the Property;
 - (3) furnish comparative marketing and sales information about other properties to prospects;
 - (4) disseminate information about the Property to other brokers and prospects, including applicable disclosures, notices, or other information that Seller is required to make under law or a contract;
 - (5) obtain information from any holder of any note secured by a lien on the Property;
 - (6) accept, in trust, any earnest money, option fee, security deposit, or other money related to the purchase or lease of the Property and deliver such money for deposit in accordance with a contract for the sale or lease of the Property;
 - (7) disclose the sales price and terms of a sale or a lease to other brokers, appraisers, other real estate professionals, and any listing services into which information about the Property is placed;
 - (8) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information); and
 - (9) advertise that Broker "sold" or "leased" the Property after the closing of a sale or execution of a lease of the Property in which Broker was involved.

NOTICE: Any submission of information to a listing service must be made in accordance with listing service's rules.

- C. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.
- D. Photographs, videos, and compilations of information submitted to a listing service are the property of the listing service for all purposes.

12. REPRESENTATIONS:

- A. Except as provided otherwise in this Listing, Seller represents that:
- (1) Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property;
 - (2) Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
 - (3) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
 - (4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
 - (5) the Property is not subject to the jurisdiction of any court;
 - (6) Seller owns sufficient intellectual property rights in any materials which Seller provides to Broker related to the Property (for example, brochures, photographs, drawings, or articles) to permit Broker to reproduce and distribute such materials for the purposes of marketing the Property or for other purposes related to this agreement; and
 - (7) all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge.

(TXR-1301) 07-8-22

Initialed for Identification by Seller _____, _____ and Broker/Associate 

Page 6 of 10

Commercial Listing concerning _____

B. Seller and Broker must disclose any known material defect in the Property to a prospective buyer.
(Check only one box.)

- ☐ (1) Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408). Seller authorizes Broker to furnish prospective buyers and other brokers with a copy of the Commercial Property Condition Statement (TXR-1408).
- ☒ (2) Except as otherwise provided in this Listing, Seller is not aware of:
- (a) any subsurface: structures, pits, wastes, springs, or improvements;
 - (b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (c) any environmental hazards or conditions that materially affect the Property;
 - (d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (e) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants) or other pollutants or contaminants of any nature now exist or have ever existed on the Property;
 - (f) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (g) any threatened or endangered species or their habitat on the Property;
 - (h) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (i) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (j) any material physical defects in the improvements on the Property; or
 - (k) any condition on the Property that violates any law or ordinance.

(List any exceptions to (a)-(k) in Special Provisions or an addendum.)

- ☐ C. PID: The Property is in the following Property Improvement District: _____
- ☐ D. Other Taxing Districts: The Property is in the following special taxing district (MUD, WCID, MMD, etc.): _____

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

- A. cooperate with Broker to facilitate the showing and marketing of the Property;
- B. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- C. not enter into a listing agreement with another Broker for the sale or exchange of the Property to become effective during this Listing;
- D. not enter into a listing agreement for the lease of all or part of the Property with another broker to become effective during this Listing without Broker's written permission;
- E. provide Broker with copies of the following, if any, relating to the Property: a current rent roll, all leases including any amendments, architectural plans and drawings, renderings, survey, a current operating statement, environmental inspection reports, engineering reports, and other relevant information that Broker may request during this Listing;
- F. advise Broker of any tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property;
- H. amend any applicable notices and disclosures if any material change occurs during this Listing; and
- I. at Seller's expense, remove from the Property all:
 - (1) "For Sale" (or similarly worded) signs other than Broker's signs;
 - (2) "For Lease" (or similarly worded) signs from the Property unless the Property is listed for lease with another broker; and
 - (3) "For Information" (or similarly worded) signs other than Broker's signs.

(TXR-1301) 07-8-22

Initialed for Identification by Seller _____, _____ and Broker/Associate



Page 7 of 10

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker, including but not limited to injuries or losses caused by:
- (1) other brokers, inspectors, appraisers, lenders, contractors, surveyors, engineers, and other persons who are authorized to access the Property;
 - (2) acts of third parties (for example, vandalism or theft);
 - (3) freezing or broken water pipes;
 - (4) a dangerous condition on the Property; and
 - (5) the Property's non-compliance with any law or ordinance.
- C. Seller agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:
- (1) that arise from Seller's failure to disclose any material information about the Property;
 - (2) that are caused by Seller giving incorrect information to Broker, other brokers, or prospects;
 - (3) that arise from any claim for misuse of intellectual property in any materials or information that Seller provided to Broker related to the Property or this agreement; or
 - (4) that are otherwise caused by Seller or Seller's negligence.

15. SPECIAL PROVISIONS:

PROPERTY TO BE SOLD "AS IS WHERE IS".

- 16. DEFAULT:** If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing; Broker may also terminate this Listing and exercise any other remedy at law. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.
- 17. MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.
- 18. ATTORNEY'S FEES:** If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

19. ADDENDA: Addenda or information that are part of this Listing are:

- ☒ A. Information About Brokerage Services (TXR-2501)
- ☒ B. Property Description Exhibit identified in Paragraph 2
- ☐ C. Condominium Addendum to Listing (TXR-1401)
- ☐ D. Commercial Property Condition Statement (TXR-1408)
- ☐ E. Information About On-Site Sewer Facility(TXR-1407)
- ☐ F. Information about Special Flood Hazard Areas (TXR-1414)
- ☐ G. _____
- ☐ H. _____

20. AGREEMENT OF THE PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligations to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assigns.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. Partial Sales or Leases: If Seller sells or leases part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the term of this Listing.
- H. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.

21. ADDITIONAL NOTICES:

- A. **Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by Texas REALTORS®, its local affiliates, or any listing service. Broker's fees are negotiable.**
- B. **The Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances and the National Association of REALTORS® Code of Ethics may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).**
- C. **If the Property contains a residential dwelling built before 1978, federal law requires the Seller to: (1) provide the buyer with the promulgated lead hazard information pamphlet (TXR-2511); and (2) disclose the presence of any known lead-based paint or lead-based paint hazards.**

Commercial Listing concerning 1117 1st Street
Rosenberg, TX 77471

D. Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Listing, consult your attorney BEFORE signing.

Seller: Fort Bend County

Broker: JPR COMMERCIAL REAL ESTATE, INC. DBA

Broker / Company Name: JENNIFER PASSANTE RAYMOND, INC.

By: _____

By (signature): K.P. George

Printed Name: K.P. George

Title: County Judge Date: 2-25-2025

License No. 9001355

By (signature): Jennifer Raymond

Printed Name: JENNIFER RAYMOND

Title: PRESIDENT License No. 459043

Date: 2/18/2025

By: _____

By (signature): [Signature]

Printed Name: _____

Title: _____ Date: _____

EXHIBIT "A"

Clien: Fort Bend County

Subject Property Holding: 1117 First Street Rosenberg, TX 77471

Buildings: +/- 44,000 sf

| <u>Tax ID Ref</u> | <u>ACREAGE</u> |
|-------------------|----------------|
| R17507 | 1.79 |
| R11916 | 0.6 |
| R17512 | 0.19 |
| R17511 | <u>0.25</u> |
| Total | 2.83 |



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

| | | | |
|--|--------------------|-----------------------------------|----------------------|
| <u>Jennifer Passante Raymond, Inc.</u> | <u>9001355</u> | <u>jraymond@jprcommercial.com</u> | <u>(713)817-4590</u> |
| Licensed Broker /Broker Firm Name or | License No. | Email | Phone |
| Primary Assumed Business Name | | | |
| <u>Designated Broker of Firm</u> | <u>License No.</u> | <u>Email</u> | <u>Phone</u> |
| <u>Licensed Supervisor of Sales Agent/</u> | <u>License No.</u> | <u>Email</u> | <u>Phone</u> |
| <u>Associate</u> | | | |
| <u>Jennifer Raymond</u> | <u>453043</u> | <u>jraymond@jprcommercial.com</u> | <u>713.817.4590</u> |
| Sales Agent/Associate's Name | License No. | Email | Phone |

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

TXR-2501

JPR Commercial Real Estate, Inc., 4611 Holt St. Bellaire TX 77401

Jennifer Raymond

Information available at www.trec.texas.gov

IABS 1-0 Date

Phone: 713.817.4590

Fax: 832.553.2926

Anchor Bend

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

EXHIBIT B

| | | | | | | | | | | | | | |
|--------------------------------|---|--------------------------------|--------------------|------|----|------|----|------|----|------|----|------|-----------|
| ITEM 5 | <p>PROFESSIONAL LIABILITY COVERAGE LIMITS</p> <p>Professional Services and Network and Information Security Offenses</p> <p>Coverage Limits: \$1,000,000 for each Claim; not to exceed \$1,000,000 for all Claims</p> <p>Deductible: \$5,000 each Claim N/A all Claims</p> <p>Retroactive Date: April 30, 2021</p> <p>Knowledge Date: April 30, 2024</p> | | | | | | | | | | | | |
| ITEM 6 | <p>ADDITIONAL BENEFITS LIMITS:</p> <p>Crisis Event Expenses Limits: \$10,000 for each Crisis Event \$30,000 for all Crisis Events</p> <p>Disciplinary or Regulatory Proceeding Expenses Limits: \$25,000 for each Disciplinary or Regulatory Proceeding \$50,000 for all Disciplinary or Regulatory Proceedings</p> | | | | | | | | | | | | |
| ITEM 7 | <p>PREMIUM FOR THE POLICY PERIOD: \$1,568.00 Policy Premium</p> | | | | | | | | | | | | |
| ITEM 8 | <p>OPTIONAL EXTENDED REPORTING PERIODS:</p> <table> <tr> <td>Additional Premium Percentage:</td><td>Additional Months:</td></tr> <tr> <td>100%</td><td>12</td></tr> <tr> <td>150%</td><td>24</td></tr> <tr> <td>200%</td><td>36</td></tr> <tr> <td>240%</td><td>60</td></tr> <tr> <td>300%</td><td>Unlimited</td></tr> </table> | Additional Premium Percentage: | Additional Months: | 100% | 12 | 150% | 24 | 200% | 36 | 240% | 60 | 300% | Unlimited |
| Additional Premium Percentage: | Additional Months: | | | | | | | | | | | | |
| 100% | 12 | | | | | | | | | | | | |
| 150% | 24 | | | | | | | | | | | | |
| 200% | 36 | | | | | | | | | | | | |
| 240% | 60 | | | | | | | | | | | | |
| 300% | Unlimited | | | | | | | | | | | | |

| | |
|--------|---|
| ITEM 9 | <p>FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE: RPL-1001-1108; RPL-19001-0413; RPL-19002-0413; RPL-19003-0413; RPL-2009-1119; PTC-1001-1108; PTC-19006-0315; PTC-2067-1215; PTC-3043-1214</p> |
|--------|---|

The Declarations, the Professional Liability Terms and Conditions, the Professional Liability Coverage, and any endorsements attached thereto, constitute the entire agreement between the Company and the Insured.

Countersigned By _____

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.

John P. Kik

President

Wendy C. Shy

Corporate Secretary