

**ADDENDUM TO AGREEMENTS BETWEEN
THE CITY OF PFLUGERVILLE AND CBRE, INC.**

This Addendum (this “**Addendum**”) is by and between the City of Pflugerville (“**City**”) and CBRE, Inc., on behalf of itself and/or its officers, directors, employees, agents, assigns, subcontractors, independent contractors, subsidiaries, successors or other related parties (together, hereinafter referred to as “**CBRE**”) concerning certain real estate broker services (the “**Services**”). The City intends to procure such Services through CBRE’s current contract under the Texas multiple award schedule program, Contract No. TXMAS-21-95802 (as amended by that certain amendment dated March 5, 2021, the “**TXMAS Contract**”), which relies on CBRE’s contract with the City of Dallas, Texas (the “**City of Dallas Contract**”).

In consideration of the foregoing provisions and the terms and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Notwithstanding anything to the contrary contained in the TXMAS Contract or the City of Dallas Contract, the parties hereby agree as follows:
 - (a) This Addendum and any attachment hereto may only be modified by mutual agreement of the parties.
 - (b) The City hereby reserves and does not waive its sovereign immunity.
 - (c) Any press release, publicity or advertising regarding the City’s use of the Services, status as CBRE’s customer, or the like, including, but not limited to, use of UNTS’ name, logos or trademarks on CBRE’s website or marketing materials, must be preceded by written approval of UNTS.
 - (d) Additional terms for payment are set forth on Exhibit A hereto, which is incorporated herein by reference.
 - (e) CBRE will have no authority to act on behalf of the City nor to bind the City in any way. For the avoidance of doubt, CBRE shall not execute on the City’s behalf any document, letter of intent, term sheet, or transaction agreement. Any decision to enter into a transaction will be in the City’s sole discretion. All proposed transaction terms, draft letters of intent, and draft term sheets must be approved by the City prior to being presented to a prospective counterparty.
 - (f) CBRE shall provide an “Approach to Project” in an Exhibit B.
 - (g) The term of this Addendum with respect to the Services shall be for one year, at which time the term of this Addendum shall become month-to-month and this Addendum shall be terminable by the City upon at least thirty (30) days’ prior written notice to CBRE (subject to earlier termination pursuant to the provisions hereof). The parties may also renew this Addendum for one or more additional fixed terms of one year each by mutual written agreement. Within five days after the end of the term or earlier termination hereof, CBRE will provide to the City a

list of Prospective Counterparties (as defined below). If a Prospective Counterparty enters into a transaction with the City within 90 days after the end of the term or earlier termination hereof, the City will pay a commission to CBRE as provided herein as if such transaction were a New Transaction, as defined in Exhibit A hereto. The term “**Prospective Counterparty**” means a prospective counterparty who has, within the 90 day period immediately prior to expiration or earlier termination hereof (i) received written proposals from CBRE, or (ii) entered into written negotiations with CBRE for a New Transaction, as evidenced by the exchange of written proposed terms.

(h) The parties specifically agree that this agreement may be terminated prior to the expiration of the term as follows: (i) by the City, without cause and without any cost or penalty to UNTS, by giving CBRE at least 30 days’ prior written notice; (ii) by the City immediately upon the occurrence of any of the following: (a) the termination or suspension of CBRE’s real estate brokerage license or (b) the failure of CBRE to perform any of its covenants, obligations, or duties contained in this agreement, the TXMAS Contract, or the City of Dallas Contract, and the continuation of any such failure to perform after 10 days’ written notice thereof from the City; or (iii) automatically upon the purchase or other transfer of the City’ interest in the applicable property.

(i) Peter Jansen shall be the primary CBRE broker responsible for the Services. CBRE shall provide experienced and appropriate licensed professionals for all Services. If any such person is determined by the City to be unsatisfactory for the proper and satisfactory completion of the Services, such person will be immediately removed from the City’s account and cease providing the Services and will be replaced as soon as reasonably possible by CBRE with a person acceptable to the City.

2. The contractual agreement between the parties is solely made up of the below-listed components. Each of the parties warrants and represents that each of the documents identified herein (and all of such documents collectively) constitute a valid and binding agreement enforceable against each party in accordance with its terms. The parties acknowledge and agree that in the event of any inherent or implied conflict among any component parts, then the following shall be the order of priority of the documents described herein, with the first document in the list being the ultimate authority to the extent necessary to resolve any conflicts, ambiguities or inconsistencies between them, and then descending down the list that follows, but silence on any matter in a higher order document shall not negate, change, avoid, modify, or prevail over the provisions of a lower order document as to that matter:

- (a) This Addendum, including Exhibit A and Exhibit B hereto;
- (b) The TXMAS Contract;
- (c) The City of Dallas Contract;

(d) Special Terms and Conditions for the Purchase of Goods or Services (“Attachment A”);

3. The City and CBRE agree that the terms of this Addendum and the terms of Attachment A shall survive the termination or expiration of this Addendum, the TXMAS Contract, the City of Dallas Contract, and any New Transaction.

4. CBRE is licensed and regulated by the Texas Real Estate Commission (TREC). TREC administers two recovery funds which may be used to satisfy judgments against inspectors and real estate licensees involving a violation of the law. Complaints or inquiries should be directed to the Texas Real Estate Commission, P.O. Box 12188, Austin, Texas 78711-2188, (512) 465-3960.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A

Additional Terms For Payment

1. The percentage commission owed to CBRE will be as set forth in Attachment A hereto. The total commission and compensation owed to CBRE will be based only on Purchase Price pursuant to a binding Purchase and Sale Agreement. The commission is earned when, and only when, a new transaction agreement is fully executed (a “**New Transaction**”) and the transaction closes pursuant to that transaction agreement.
2. An earned commission on a New Transaction will be payable at closing.
3. The City will not reimburse CBRE for any travel expenses, marketing expenses, or any other costs or expenses incurred by CBRE with respect to delivering the Services, even if the term of this Addendum ends (for any reason) after CBRE has incurred expenses but before any New Transactions have been fully executed.
4. Broker shall use commercially reasonable efforts to obtain payment of its commission in accordance with the Commission Schedule from the owner; however, if the owner fails or is unwilling to pay such commission in full, then the City agrees to pay Broker any difference between the commission paid by the owner and the commission set forth in the above schedule. This commission shall be earned for services rendered, if, during the Term: (a) The City acquires property from an owner procured by CBRE, the City, or anyone else; (b) an owner is procured by CBRE, the City, or anyone else who is ready, willing and able to sell, transfer, or convey suitable property, or an interest therein, at the price and on the terms above stated, or on any other price and terms agreeable to the City; or (c) any contract for the acquisition of the Property is entered into by the City. As used herein, “commercially reasonable efforts” shall not be construed to require Broker to initiate litigation against the owner.
5. As used in this Agreement, the term "acquisition" or "acquire" shall include: (a) the purchase of a property by the City; (b) an exchange for a property; (c) the contribution or conveyance of a property or any interest therein to a partnership, joint venture or other business entity in which the City holds an interest; (d) the transfer to the City of an interest in an entity which has an ownership interest in a property in lieu of a purchase thereof; and (e) the acquisition by the City of an option to purchase a property. The City agrees that in the event such an option is granted, a commission shall be payable to Broker in accordance with the Commission Schedule on the price paid for the option and for any extensions thereof. This commission shall be paid upon receipt by the owner of any such payment(s). In the event such an option is exercised, whether during the Term or thereafter, a commission shall be payable to Broker on the gross sales price of the Property in accordance with the Commission Schedule. Notwithstanding the foregoing, to the extent that all or part of the price paid for the option, or any extension thereof, is applied to the sales price of the Property, then any commission previously paid to Broker on account of such option payment(s) shall be credited against the commission payable to Broker on account of the exercise of the option.

EXHIBIT B

Approach to Project

Target Location: City limits

Square Footage/Acres: Up to 30 acres

Type: Land

Type of Activity (check one):

<input checked="" type="checkbox"/>	Purchase of Facility or Property
<input type="checkbox"/>	New Lease of Space (where Client will be tenant)
<input type="checkbox"/>	Lease Renewal/Extension
<input type="checkbox"/>	Sublease or Lease of Surplus Space
<input type="checkbox"/>	Sale of Facility or Property
<input type="checkbox"/>	Lease Termination or Buyout

Understanding of Project

The City requires additional land and has identified target assets and areas for acquisition, which it desires to be acquired by purchase for the minimum price possible from a third party.

CBRE will begin qualifying suitable alternatives and identifying options to support an acquisition strategy. The City is engaging CBRE to provide guidance on the acquisition process and represent the City in the marketplace.

CBRE Scope of Services

CBRE will deploy senior local market specialists and our Public Institutions team to generate options and will generally assist the City throughout the process. We propose the following process in order to maximize market participation, subject to statutory and policy constraints.

Month 1 – Pre-Market Engagement - Prepare Marketing Materials and Asset Due Diligence

CBRE will interview the City and identify priorities and other information that may affect the requirement. CBRE will review any existing due diligence material such as offers received, renewal options, etc., for information that may impact the market engagement.

CBRE will provide the City with form letters of intent, purchase and sale agreements, and any other documentation necessary to facilitate the transaction. CBRE will not provide legal counsel however.

Month 2 – Market Engagement

CBRE will engage the market and sellers on behalf of the City to learn of availability and motivation from potential sellers, asking prices, and any other pertinent information.

CBRE will schedule and conduct tours of the asset on an as-needed basis. We will inform the sellers of the City process as needed if and when a purchase contract is executed.

At the end of the month, CBRE will provide the City team with a summary report on market activity and feedback.

Month 3 – 6: Ongoing Representation, and Closing

CBRE will advise the City on any necessary strategy changes if initial market feedback is sub-optimal.

CBRE will forward all locations/proposals, whether in the form of marketing materials, a Letter of Intent, TREC forms, or transaction agreements upon receipt and advise the System accordingly.

Attachment A

COMMISSION RATE SCHEDULE	
Consideration (Nominal Purchase Value)	CBRE Fee
\$0 to \$2,000,000	3.0%
\$2,000,000.01 to \$10,000,000	2.5%*
\$10,000,000.01+	2.0%

*CBRE agrees and confirms it will honor a 2% fee as applied to the nominal purchase value applicable to the Project and as a discount to the TxMAS schedule and the Commission Rate Schedule herein