





800 E. Sonterra Blvd, Suite 400  
San Antonio, Texas 78258-3941  
210-403-7300  
210-403-7525 (Fax)

June 10, 2022

Don Montgomery CCM/ Project Manager  
The Texas A&M University System  
Office of Facilities Planning and Construction  
301 Tarrow Street  
Moore Connally Bldg.    
College Station, TX 77840

Re: Facilities Construction Agreement  
WBS # C-20005-MR-21110001  
Meter Number 7152170  
Waller ~~Wharton~~ County, Texas

Dear Mr. Montgomery:

The purpose of this letter agreement (the "Agreement") is to set forth the understanding between The Texas A&M University System, an agency of the State of Texas ("A&M SYSTEM"), and ETC KATY Pipeline, LLC, a Texas limited liability company ("ETC KATY"), concerning the upgrade of ETC KATY's measuring facilities located at interconnection at or near GPS coordinates 30.087904 -95.983769 on the ETC KATY's pipeline in Waller County, Texas (the "Delivery Point"). A&M SYSTEM and ETC KATY are sometimes referred to herein individually as the "Party" and collectively as the "Parties." The Parties recognize that certain facilities are necessary to enable ETC KATY to deliver quantities of natural gas to A&M SYSTEM at the Delivery Point.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the adequacy and sufficiency of which are acknowledged, the Parties agree as follows:

1. At ETC KATY's existing meter, ETC KATY will design, install, construct, inspect, test, operate, own, and maintain two new 2-inch spools, bypass piping, new regulators, and redundant regulators to prevent interruption of gas deliveries and related equipment all to be located at the Delivery Point (collectively, the "Facilities"). Upon completion of the Facilities, the maximum flow rate will be equivalent to no more than 3,000 MMBtu per day. At such time that ETC KATY determines the Delivery Point requires any additional facilities that may include a smaller or a larger meter station, or other equipment, the Parties will enter into a new facilities construction agreement or an amendment to this Agreement to include such additional facilities as a part of the Facilities hereunder, at A&M SYSTEM's sole expense.

Simultaneously with the execution of this Agreement, A&M SYSTEM will pay ETC KATY \$93,700.00 dollars, which is the estimated cost expected to be incurred by ETC KATY for the installation and placing in service of the Facilities, including applicable taxes (the "Estimate").

The payment of the Estimate shall be made as follows:

**Payments by Wire Transfer:**

Attn: ETC KATY Pipeline, LLC  
Wells Fargo Bank, NA  
ABA Routing: 121-000-248  
Account No: 2079900565234

The actual costs of installing and placing in service the Facilities shall include all costs associated with the design, installation, procurement, and construction of the Facilities, including applicable taxes, overhead and all costs associated with clearances, permits, licenses, authorizations, easements, and other land rights that are necessary for the construction, installation, maintenance, and operation of the Facilities (the "Actual Costs"). A&M SYSTEM shall reimburse ETC KATY for all Actual Costs incurred by ETC KATY associated with the procurement, construction and placing into service of the Facilities. In the event the Actual Costs are greater than the Estimate, A&M SYSTEM will reimburse ETC KATY the difference between the Estimate and the Actual Costs, within 30 days of receipt of an invoice detailing same. In the event the Actual Costs are less than the Estimate, ETC KATY will reimburse A&M SYSTEM the difference between the Estimate and the Actual Costs within 30 days of receipt of an invoice detailing same.

2. If not already provided, A&M SYSTEM, at its sole expense, will provide, satisfactory in form and substance to ETC KATY and in accordance with ETC KATY's specifications, a 50' X 50' land area in ETC KATY's name (the "Facilities Site"), a survey, certified plat, and A&M SYSTEM shall build and maintain any necessary roads to access the Facilities Site and obtain the related easements, fencing and foundation and supports for the Facilities Site.
3. A&M SYSTEM, at its sole expense, shall install, provide, own, and maintain in good operating condition and repair (including, without limitation, ordinary upkeep, and replacement and repairs whether ordinary or extraordinary in nature, damage by casualty expressly not excluded) a connecting pipeline and all valves to connect A&M SYSTEM' pipeline to ETC KATY's meter station.
4. ETC KATY will own the Facilities and be solely responsible for all daily operational activities of the Facilities, including, but not limited to, operation, testing, calibration, adjusting and maintenance, including costs of same, until ETC KATY disconnects the Delivery Point.
5. This Agreement shall expire at the end of a six-month consecutive period wherein the purchase, sale, or transport of gas through the Facilities ceases under any and all gathering agreements, gas purchase and sale agreements, or transportation agreements (the "Related Agreement(s)") applicable to this Delivery Point. If, in ETC KATY's sole opinion, it ever becomes uneconomical for any reason to maintain any part of the Facilities, ETC KATY will have the option, upon 30 days' prior notice to A&M SYSTEM, to disconnect and remove any of its Facilities and A&M SYSTEM hereby consents to such disconnection. In such event, if A&M SYSTEM desires continued metering service at the Delivery Point, then the Parties will negotiate a mutually-agreeable meter maintenance fee. The obligations of both Parties, except for the payment of any monies due hereunder, and the indemnities described in Paragraph 6, will end as of disconnection and removal of the Facilities.
6. **AS BETWEEN ETC KATY AND A&M SYSTEM EACH ASSUMES FULL RESPONSIBILITY FOR ITS OWN ACTS PERFORMED PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND EACH PARTY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY FROM ALL LIABILITIES, LOSSES, CLAIMS, COSTS (INCLUDING ATTORNEY'S FEES AND COURT COSTS), DAMAGES OR EXPENSES OF WHATEVER NATURE THAT MAY RESULT FROM INJURY TO OR DEATH OF PERSONS OR DAMAGE, LOSS OR DESTRUCTION OF PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE INDEMNIFYING PARTY'S ACTIONS UNDER OR BREACH OF THIS AGREEMENT, EXCEPT TO THE EXTENT THAT ANY SUCH LIABILITY, LOSS, CLAIM, DAMAGE, COST, OR EXPENSE IS CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE OTHER PARTY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS INTERRUPTIONS, WITHOUT REGARD TO THE FAULT OR ALLEGED FAULT OF ANY PARTY OR PARTIES. THE A&M SYSTEM AGREES TO THE FOREGOING LANGUAGE ONLY TO THE EXTENT PERMITTED BY THE CONSTITUTION**

**AND LAWS OF THE STATE OF TEXAS AND WITHOUT WAIVING ITS SOVEREIGN IMMUNITY.**

7. All payments due to ETC KATY from A&M SYSTEM under this Agreement shall be made consistent with Texas Prompt Payment laws.
8. (a) Each Party will have the right at all reasonable times to examine the records of the other Party, or its agent/designee if any, to the extent necessary to verify the accuracy of any statement, charge, computation, or demand made under or pursuant to any of the provisions in this Agreement. If any such examination reveals any inaccuracy in a statement, the necessary adjustments to such statement and payment will be made.
- (b) All notices, requests, demands, statements and payments provided for in this Agreement must be given in writing directed to the Party to whom given, and mailed to or delivered at such Party's address set forth below, and will be deemed properly and sufficiently given when: (i) delivered in person with receipt acknowledged in writing by the receiving Party; (ii) sent by registered or certified mail, return receipt requested, to the address specified below; (iii) received at the electronic mail address, if any, specified below; or (iv) sent by telephonic document transfer to the telecopier number, if any, specified below:

**A&M SYSTEM:**

The Texas A&M University System  
301 Tarrow Street  
College Station, TX 77840  
Fax: 979-458-7020  
Attn: Don Montgomery

**ETC KATY:**

ETC KATY Pipeline, LLC  
800 East Sonterra Blvd., Suite 400  
San Antonio, TX 78258  
Fax: 210-403-7692  
Attn: Contract Administration

9. The measurement of the gas flowing through the Delivery Point(s) will be in accordance with the applicable active Related Agreement(s) to which the gas is being nominated and scheduled.
10. The quality specifications of the gas flowing through the Delivery Point must be in accordance with the applicable active Related Agreement(s) to which the gas is being nominated and scheduled.
11. ETC KATY will act as and be deemed to be an independent contractor with respect to the installation of the Facilities. ETC KATY will have the sole right to control and directly supervise the method, manner, and details of the installation of the Facilities and ETC KATY may, in its sole discretion, employ or use third parties, including, without limitation, contractors, subcontractors, or materialmen, to install all or any part of the Facilities.
12. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that A&M SYSTEM may not assign any of its rights or obligations under this Agreement without the express, written consent of ETC KATY, which consent will not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement to its affiliates, or to a third-party entity acquiring all or substantially all of such Party's assets without the prior, written consent of the other Party. No permitted assignment will relieve the assigning Party of any of its obligations under this Agreement.
13. This Agreement constitutes the entire agreement between the Parties covering the subject matter hereof, and there are no agreements, modifications, conditions, or understandings, written or oral, express, or implied, pertaining to the subject matter hereof that are not contained herein.
14. A waiver by either Party of any breach of this Agreement, or the failure of either Party to enforce any provision of this Agreement, will not in any way affect, limit, or waive that Party's right to enforce and compel strict compliance with the same or other provisions of this Agreement.

15. **THIS AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, NOTWITHSTANDING ANY CONFLICT OF LAW PRINCIPLES THAT MIGHT REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**
16. Each and every term or obligation in this Agreement is separate and independent from every other term or obligation, and the breach of any term or obligation will in no way or manner discharge or relieve the performance of any other term or obligation. Each and all of the rights and remedies given to either Party by this Agreement, or by law or in equity, are cumulative, and the exercise of any such right or remedy by either Party will not impair such Party's right to exercise any other right or remedy available to such Party, under this Agreement, or by law or in equity.
17. Nothing in this Agreement will create, or be construed as creating, any express or implied rights in any person or entity other than ETC KATY and A&M SYSTEM.
18. In the event that any provision of this Agreement is held invalid by any court or regulatory authority, such provision will be deemed severable and the remainder of this Agreement will continue in full force and effect.
19. Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, ECT KATY agrees that any payments owing to ECT KATY under this Agreement may be applied directly toward certain debts or delinquencies that ECT KATY owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
20. Franchise Tax Certification. If ECT KATY is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then ECT KATY certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that ECT KATY is exempt from the payment of franchise (margin) taxes.
21. Tax Exempt Status. As an agency of the State of Texas, A&M SYSTEM is tax exempt. Tax exemption certification will be furnished upon request.
22. Products and Materials Produced in Texas. ECT KATY agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under this Agreement, ECT KATY will purchase products and materials produced in Texas when such products and materials are available at a price and time comparable to products and materials produced outside of Texas.
23. Public Information.
  - (a) ECT KATY acknowledges that A&M SYSTEM is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
  - (b) Upon A&M SYSTEM's written request, ECT KATY will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, *Texas Government Code*, to A&M SYSTEM in a non-proprietary format acceptable to A&M SYSTEM. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which A&M SYSTEM has a right of access.
  - (c) ECT KATY acknowledges that A&M SYSTEM may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

(d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and ECT KATY agrees that the Agreement can be terminated if ECT KATY knowingly or intentionally fails to comply with a requirement of that subchapter.

24. **Venue.** Pursuant to Section 85.18 (b), *Texas Education Code*, venue for a state court suit filed against The Texas A&M University System, any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located. At execution of this Agreement, such county is Brazos County, Texas. Venue for any suit brought against The Texas A&M University System in federal court must be in the Houston Division of the Southern District of Texas.
25. **Loss of Funding.** Performance by A&M SYSTEM under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, A&M SYSTEM will issue written notice to ECT KATY and A&M SYSTEM may terminate this Agreement without further duty or obligation hereunder subject to: (i) the Estimate and related payments, the Facilities, and the title to the Facilities Site being retained by ETC KATY; and (ii) the facilities described in paragraph 3 above being retained by A&M SYSTEM. ECT KATY acknowledges that appropriation of funds is beyond the control of A&M SYSTEM.
26. **State Auditor's Office.** ECT KATY understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. ECT KATY agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested
27. **Force Majeure.** Neither Party will be in breach of its obligations under this Agreement or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other Party if and to the extent that it is prevented from carrying out those obligations (with the exception of the obligation to make payments of amounts due hereunder) by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. "Force Majeure event" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the Party whose performance is affected and which by the exercise of all reasonable due diligence, such Party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected Party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s). Written notice of a Party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either Party as of the effective date of this Agreement.

28. **Non-Waiver.** ECT KATY expressly acknowledges that A&M SYSTEM is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M SYSTEM of its right to claim such exemptions, privileges, and immunities as may be provided by law.
29. **Dispute Resolution.** The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by A&M SYSTEM and ECT KATY to attempt to resolve any claim for breach of contract made by ECT KATY that cannot be resolved in the ordinary course of business. ECT KATY shall submit written notice of a claim of breach of contract under this Chapter to Deputy Chancellor and Chief Financial Officer of A&M SYSTEM, who shall examine ECT KATY's claim and any counterclaim and negotiate with ECT KATY in an effort to resolve the claim.
30. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent Texas Government Code, Chapter 2271 applies to this Agreement, the ETC KATY certifies it does not and will not, during the performance of this Agreement, boycott Israel. ETC KATY acknowledges this Agreement may be terminated if this certification is inaccurate.
31. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, ETC KATY certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. ETC KATY acknowledges this Agreement may be terminated if this certification is inaccurate.
32. **Conflict of Interest.** By executing this Agreement, ETC KATY and each person signing on behalf of ETC KATY certifies, and in the case of a sole proprietorship, partnership or corporation, each Party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
33. **Prohibition On Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
34. **Not Eligible for Rehire.** In the event A&M SYSTEM becomes aware that ETC KATY has a "Not Eligible for Rehire" as defined in System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 ("NEFR Employee") involved in any work being performed under this Agreement, A&M SYSTEM will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to A&M SYSTEM's demand may be grounds for termination of this Agreement by A&M SYSTEM.
35. **Limitations.** The Parties are aware that there are constitutional and statutory limitations on the authority of A&M SYSTEM (a state agency) to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on A&M SYSTEM'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 (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on A&M SYSTEM except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by A&M SYSTEM nor any other conduct, action, or inaction of any representative of A&M SYSTEM relating to this Agreement constitutes or is intended to constitute a waiver of A&M SYSTEM's or the state's sovereign immunity to suit.

36. Insurance. ETC KATY will obtain and maintain insurance consistent with the requirements in Exhibit A, attached hereto.

If the foregoing is acceptable to A&M SYSTEM, please indicate by signing two copies of this Agreement in the space provided below and return both to ETC KATY for execution. Unless ETC KATY receives the two signed copies by June 20, 2022, ETC KATY will assume A&M SYSTEM is no longer interested in the proposed Agreement and this proposal will terminate. It is understood and agreed that this Agreement is conditioned on the approval of ETC KATY's management as evidenced by ETC KATY's execution in the space provided below. Following ETC KATY's execution, one fully executed original of this Agreement will be returned for your files.

Very truly yours,

Chris Riegler

AGREED TO AND ACCEPTED THIS 8<sup>th</sup>  
DAY OF July, 2022


AGREED TO AND ACCEPTED THIS 11th  
DAY OF July, 2022


THE TEXAS A&M UNIVERSITY SYSTEM

ETC KATY PIPELINE, LLC

By:   
Name: Jeff Zimmermann  
Title: Director, Procurement & Business Services

DocuSigned by:  
  
380C7906CCFE4CD...  
By: \_\_\_\_\_  
Name: Chris Riegler  
Title: Sr. Director – Commercial Ops

DS  
  
CA

DS  
  
Legal

DS  
  
Comm

## **EXHIBIT A – INSURANCE**

ETC KATY shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to A&M System. By requiring such minimum insurance, the A&M System shall not be deemed or construed to have assessed the risk that may be applicable to ETC KATY under this Agreement. ETC KATY shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. ETC KATY is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation.

### **Insurance:**

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
<b>A. <u>Worker's Compensation</u></b>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

- Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for A&M System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

### **B. Automobile Liability**

Business Auto Liability Insurance covering 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.

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

### **C. Additional Endorsements**

The Auto Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insured's.

### **D. ETC KATY will deliver to A&M System:**

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by ETC KATY under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

**All insurance policies**, with the exception of worker's compensation and employer's liability a will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System and The Texas A&M University System as Additional Insureds up to the actual liability limits of the policies maintained by ETC KATY. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.



All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System and The Texas A&M University System. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to A&M System ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Exhibit B.

. ETC KATY is responsible to pay any deductible or self-insured retention for any loss.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be emailed to the following A&M System contact in [SOProurement@tamus.edu](mailto:SOProurement@tamus.edu).

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by A&M System in writing, except as may be noted.