

**AMENDMENT No. 1
TO THE AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND VANIR CONSTRUCTION MANAGEMENT, INC.**

This Amendment No. 1 (“Amendment”) serves to amend the Master Services Agreement, effective November 4, 2020, between The Texas A&M University System (“System”) and Vanir Construction Management, Inc. (“PROVIDER”), and is effective September 1, 2023 (“Amendment Effective Date”). System and PROVIDER agree to amend the agreement as follows:

2. TERM OF THE AGREEMENT

This agreement shall be extended for the period beginning September 1, 2023 and ending on August 31, 2024.

8. MISCELLANEOUS

- Y. **Notices.** Any notice required or permitted under this MSA must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. A&M System and Provider can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

A&M System: The Texas A&M University System
301 Tarrow St., Suite 273
College Station, Texas 77840
Attention: Jeff Zimmermann
Phone: (979) 458-6410
Fax: (979) 458-6250
E-mail: jzimmermann@tamus.edu

Provider: Vanir Construction Management, Inc.
4540 Duckhorn Drive, Suite 300
Sacramento, CA 95834
Attention: James E. Smith
Phone: (916) 575-8888
Email: james.smith@vanir.com

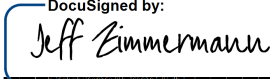
- Z. **Verification Regarding Discrimination Against Firearm Entities and Trade Associations.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2)

will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

- AA. **Verification Regarding Boycotting Energy Companies.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

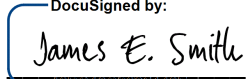
All other terms and conditions not hereby amended are to remain in full force and effect.

The Texas A&M University System:

DocuSigned by:

By: _____
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Jeff Zimmermann
Executive Director, Procurement

Date: 7/21/2023

Vanir Construction Management, Inc.:

DocuSigned by:

By: _____
40BC18C2095143F...
James E. Smith
President

Date: 7/21/2023