

FIRST AMENDED AND RESTATED

REAL ESTATE PROFESSIONAL CONSULTING SERVICES AGREEMENT

Effective Date: July 2, 2025

Williamson County: Williamson County, Texas
710 South Main Street, Suite 101
Georgetown, Texas 78626

Broker: McAllister & Associates
201 Barton Springs Road
Austin, Texas 78704

This First Amended and Restated Real Estate Professional Consulting Services Agreement (“Amended Agreement”) is made by and between Williamson County and Broker.

WHEREAS, Williamson County desires to engage the services of Broker, as an independent Broker and not as an employee, according to the terms and conditions provided in this Amended Agreement; and

WHEREAS, Broker desires to render services for Williamson County on the terms and conditions provided in this Amended Agreement; and

WHEREAS, Williamson County and Broker executed that certain Real Estate Professional Consulting Services Agreement with an Effective Date of July 2, 2025 (“Original Agreement”);

WHEREAS, Williamson County and Broker now wish to amend and restate the Original Agreement;

NOW THEREFORE, in consideration of the mutual promises contained in this contract, Williamson County and Broker (individually a “Party” and collectively the “Parties”) hereby agree as follows:

1. **TERM.** This Amended Agreement shall continue in full force and effect from the Effective Date and expire on the one (1) year thereafter (“Term”). The Amended Agreement shall automatically renew for up to three (3) additional one (1) year terms unless either Party terminates this Amended Agreement by providing at least thirty (30) days’ written notice to the other during any term. In the event of such termination, it is understood and agreed that only the amounts due to Broker for services provided and authorized expenses incurred to and including the date of termination, will be due and payable.
2. **SERVICES.** Williamson County requires Broker’s assistance and consultation in (a) identifying and purchasing real property for Williamson County; and (b) for valuation, marketing, and sale of various existing Williamson County real property located throughout the County; and (c) for valuation, marketing, and leasing of various existing Williamson County real property located throughout the County(collectively the “Real Property”). Broker agrees to perform services for Williamson County, with such “Services” including negotiating, researching, evaluating, consulting, and reporting as required in

relation to the Real Property, but shall not include expert witness preparation and testimony of a designated expert (as "Expert" is defined in Section 5 below), and shall be performed pursuant to industry standards. The Services shall also include regular meetings with the Williamson County Judge and Commissioners at mutually agreeable times and places and communications with the appropriate Williamson County personnel and representatives.

3. **WILLIAMSON COUNTY ACCESS.** Broker agrees to abide by the policies applicable to Williamson County employees and independent contractors while on any Williamson County premises. Broker shall comply with all laws and shall possess and maintain all licenses, permits, and qualifications required by law to perform the contracted Services.

4. **FEES & INVOICES.**

A. In exchange for Services to be performed for Williamson County by Broker, Williamson County shall pay Broker a one-time retainer fee of \$15,000, subject to a credit towards commissions as set forth below for any property **sold** by Williamson County for which Broker participates in a real estate sale transaction.

B. Williamson County will reimburse Broker for Broker's reasonable actual expenses that Broker incurs in performing Services benefitting Williamson County under this Amended Agreement, but only to the extent that (i) such expenses are authorized, in advance, by Williamson County; (ii) documentation of such expenses is provided to Williamson County within sixty (60) days of the expense being incurred, and (iii) such expenses comply with the Williamson County business expense reimbursement standards, as modified from time to time.

C. Either during the term of this Amended Agreement or for a period of twelve (12) months after the termination of this Amended Agreement, for any property **sold** by Williamson County for which Broker participates in a real estate sale transaction for said property generating a real estate commission to Broker, Broker shall be entitled to a commission of four and one half percent (4.5%) of the sales price, from which Broker agrees to compensate any buyer's broker.

D. Either during the term of this Amended Agreement or for a period of twelve (12) months after the termination of this Amended Agreement, for any property **purchased** by Williamson County for which Broker participates in a real estate purchase transaction for said property generating a real estate commission to Broker, Broker shall look solely to the seller of such property for Broker's commission, and Williamson County shall not be obligated to pay a commission to Broker.

E. During the term of this Amended Agreement, for any property **leased** by Williamson County for which Broker participates in a real estate lease transaction, Broker shall be entitled to a brokerage fee equal to six percent (6%) the total rent to be paid during the initial term of the lease.

F. Any authorized expenses will be invoiced by Broker to Williamson County, in a form acceptable to the Williamson County Auditor, on or before the first day of each month following the Effective Date. Williamson County shall review the invoices within thirty (30) days of receipt of an invoice and approve them with such modifications, if any, as it

deems appropriate. Williamson County shall pay each invoice within thirty (30) days after Williamson County's approval; subject however to the condition that (i) Williamson County accepts performance of the Services for the prior month; (ii) Broker has satisfied, and continues satisfying, all of its obligations, representations, warranties, and covenants under this Amended Agreement; and (iii) Broker has provided adequate documentation of the expenses and other charges set forth in the invoice, as described in this Section 4.

5. **RELATIONSHIP OF PARTIES.** Broker is and shall remain at all times an independent Broker, and nothing in this Amended Agreement shall be deemed to create a joint venture, partnership, employment, franchise, master-servant, or agency relationship between the Parties. Broker warrants that all individuals who perform Services on behalf of Broker under this Amended Agreement are employees of Broker who may legally work in the United States and for whom Broker is solely responsible and pays required federal, state, and local tax withholdings (including Social Security, unemployment, and Medicare), workers' compensation insurance, and employment benefits ("Broker Employees"). If Broker desires to use independent brokers to perform any Services, Broker must identify the independent brokers and obtain prior written consent from Williamson County before such independent brokers may perform Services.
6. **WILLIAMSON COUNTY LIABILITY.** WILLIAMSON COUNTY SHALL NOT BE LIABLE UNDER THIS AMENDED AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND. WILLIAMSON COUNTY'S AGGREGATE LIABILITY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT OR OTHERWISE RELATING TO THIS AMENDED AGREEMENT, SHALL NOT EXCEED THE COMPENSATION PAID OR OWED TO BROKER FOR SERVICES UNDER THIS AMENDED AGREEMENT.
7. **CONFIDENTIALITY.**
 - A. Disclosing Party. For the purposes of this Amended Agreement, Williamson County will be disclosing Confidential Information, as defined in Section 7(b) below, to Broker. Broker acknowledges that the existence of this Amended Agreement and its terms are considered Williamson County Confidential Information, and Broker will not publicly release information about its relationship with Williamson County and/or this Amended Agreement (via activities such as news releases, articles, brochures, advertisements, web pages, prepared speeches, or otherwise) without Williamson County's prior written consent.
 - B. Confidential Information. "Confidential Information" shall mean all information, technical data, or know-how which relates to the services of Williamson County, including, without limitation, any research, products, services, developments, processes, techniques, designs, technical, engineering, distribution, marketing, financial modeling, and demographics information, which is disclosed to Broker within the scope of Broker's Services, directly or indirectly, in writing, orally or by drawings or inspection. Confidential Information does not include information, technical data or know-how which:
 1. is already published or available to the public, or subsequently becomes available, other than by a breach of this Amended Agreement;

2. is received from a third party not to Broker's knowledge in breach of any obligation of confidentiality;
3. is independently developed by personnel or agents of Broker without reliance on the Confidential Information;
4. is proven by written evidence to be known to Broker at the time of disclosure; or
5. is produced by Broker in compliance with an order, rule or law of any federal, state, local or municipal body having jurisdiction over a party, provided that Broker gives Williamson County notice, to the extent reasonably possible, of such order, rule or law and gives Williamson County an opportunity to defend and/or attempt to limit such production.

C. **Precautions Taken to Protect Confidential Information.** Broker agrees not to disclose or use the Confidential Information for any purpose other than purposes under this Amended Agreement. Broker shall take reasonable actions and precautions to prevent unauthorized disclosure and use of Confidential Information. Confidential Information and all copies thereof shall remain the property of Williamson County. Confidential Information, shall, upon request of Williamson County or immediately upon termination of this Amended Agreement, be promptly returned by Broker to Williamson County, accompanied by all copies of such documentation made by Broker, provided that Broker may keep one copy of this Amended Agreement. Broker agrees to immediately notify Williamson County upon discovery of any unauthorized use or disclosure of Confidential Information and to cooperate in any reasonable way to help Williamson County regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

D. **Remedies.** Broker acknowledges and agrees that breach of this Section 7, or any promise or covenant contained herein, by it may result in irreparable and continuing damage to Williamson County, for which there would be no adequate remedy at law, and that, in the event of such breach, Williamson County may be entitled to injunctive relief and/or a decree for specific performance, in addition to all such other and further relief as may be available at law, in equity, or otherwise.

E. **Survival of Confidentiality.** The provisions of this Section 7 shall survive any termination or expiration of this Amended Agreement.

8. **CONFLICT OF INTEREST; BUSINESS ETHICS.** Broker shall disclose to Williamson County in writing if Broker represents any other party involved in transaction with Williamson County or if Broker has any financial interest in any property in which Williamson County has an interest in purchasing. If the event of such a conflict, Williamson County shall have the right to request a different Broker represent Williamson County in such a transaction, or Williamson County may allow Broker to continue its representation subject to the ethical obligations of an intermediary broker.
9. **DELIVERABLES.** For any information or other deliverables requested by and/or delivered to Williamson County in connection with Services pursuant to this Amended Agreement ("Deliverables"), Broker does hereby, without reservation, irrevocably sell, assign, grant, transfer and convey to Williamson County, its successors and assigns,

Broker's entire right, title and interest (past, present, future, and throughout the world) in and to such Deliverables.

10. **WARRANTY.** Broker warrants that it will perform all Services performed in connection with this Amended Agreement with due diligence and in full compliance with the highest professional standards of practice in the industry. Broker shall perform Services in compliance with all laws, and, if any licenses or permits are required for Broker to perform the Services, Broker warrants that it shall maintain such licenses or permits.
11. **INDEMNIFICATION.** BROKER SHALL DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LIABILITIES, ASSESSMENTS, PENALTIES, LOSSES, DEMANDS, DAMAGES, COSTS (INCLUDING COURT COSTS), ATTORNEYS' FEES, EXPENSES, OR INTEREST PAYMENTS THAT WILLIAMSON COUNTY MAY AT ANY TIME INCUR BY REASON OF ANY DEMAND, PROCEEDING, ACTION, SUIT OR CLAIM BROUGHT AGAINST WILLIAMSON COUNTY BY ANY NON-PARTY OR ANY INDIVIDUAL ARISING FROM OR RELATING TO AN ACTUAL OR ALLEGED: (A) FAILURE BY BROKER TO SATISFY ANY ONE OR MORE OBLIGATIONS, REPRESENTATIONS, WARRANTIES OR COVENANTS UNDER THIS AMENDED AGREEMENT, (B) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BROKER, OR ANY ONE OR MORE OF ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES, BROKERS, LICENSEES OR AGENTS, INCLUDING BUT NOT LIMITED TO ANY INDIVIDUAL, (C) CLAIM THAT ANY SOFTWARE OR DELIVERABLE PROVIDED BY BROKER INFRINGES ANY UNITED STATES PATENT, TRADEMARK OR COPYRIGHT OR IS CLAIMED TO BE A MISAPPROPRIATION OF A TRADE SECRET, OR (D) CLAIMS AND LIABILITY FOR ANY FEDERAL, STATE AND LOCAL TAXES, WORKERS' COMPENSATION, EMPLOYMENT BENEFITS, UNEMPLOYMENT COMPENSATION AND ANY OTHER EMPLOYMENT-RELATED OR OTHER CLAIMS BY, FOR, OR ON BEHALF OF ALL INDIVIDUALS PERFORMING SERVICES ON BEHALF OF BROKER UNDER ITS AMENDED AGREEMENT. Williamson County shall promptly notify Broker of any such claim. Broker shall: (a) have the obligation to undertake the defense of such claim, process or other legal proceeding by representatives of its choosing, reasonably satisfactory to Williamson County, at Broker's expense; provided, however, that Williamson County may participate in the defense with counsel of its own choosing and at its own expense, and (b) pay any final judgment entered against Williamson County or any settlement Amended Agreement agreed to in writing by Broker on such issue in any such suit or proceeding. In the event Broker fails to defend such claim in good faith and diligently, Williamson County shall have the right to undertake the defense, compromise, or settlement or such claim on behalf of and for the account and risk of Broker and at Broker's expense.
12. **AUDIT.** Broker shall keep accurate and complete accounting records in support of all cost billings to Williamson County, including billings related to the Services, in accordance with generally accepted accounting principles and practices consistently applied. Williamson County and its audit representatives shall have the right at any reasonable time or times to examine, audit, and reproduce the records, vouchers, and their source documents that serve as the basis for compensation, other than compensation that

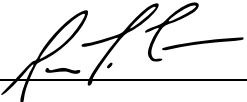
is fixed in amount by this Amended Agreement. Such documents shall be available for examination, audit, and reproduction by Williamson County and its representatives for three (3) years after completion of Broker's Services or earlier termination of this Amended Agreement.

13. **ASSIGNMENT.** Broker shall not, without the prior written consent of Williamson County, assign, subcontract or transfer any obligation under this Amended Agreement; however, Williamson County may assign this Amended Agreement, without Broker's consent, to any non-party.
14. **GOVERNING LAW.** This Amended Agreement shall be deemed entered into in Texas and shall be governed by and construed in accordance with the laws of the State of Texas, without reference to any rules of conflict of laws. With respect to any legal proceeding related to this Amended Agreement, the parties hereby irrevocably agree to non-exclusive personal jurisdiction and venue of any state court within Williamson County, Texas.
15. **TAXES.** Broker is solely responsible for all taxes (federal, state, local) and other similar statutory obligations arising from, relating to, or in connection with any payment made to Broker by Williamson County, except for state or local sales taxes which must be included on Broker's invoices to Williamson County. **BROKER SHALL DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS TO THE EXTENT OF ANY OBLIGATION IMPOSED BY LAW ON WILLIAMSON COUNTY TO PAY ANY SUCH TAX.**
16. **AMENDMENT.** This Amended Agreement may only be amended by a writing signed by both Parties.
17. **SAFETY.** Broker shall take all necessary safety precautions and provide all necessary protection from damage, injury, or loss in performance of the Services.
18. **LEGAL CONSTRUCTION.** In the event that any of the provisions contained in this Amended 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 provisions, and the Amended Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
19. **NOTICES.** Any notice related to this Amended Agreement shall be in writing and delivered to the persons at the addresses below.
20. **ENTIRE AGREEMENT.** The Parties hereby agree that, effective upon the last party's execution of this Amended Agreement, the terms and provisions of the Original Agreement shall be and hereby are amended, restated and superseded in their entirety by the terms and provisions of this Amended Agreement and the Original Agreement shall be deemed null and void, and of no further force or effect whatsoever. Nothing herein contained shall be construed as a substitution or waiver of the obligations of either party outstanding under the Original Agreement, which obligations shall remain in full force and effect, except to the extent that the terms thereof are modified hereby. Nothing expressed or implied in this Amended Agreement shall be construed as a release or other discharge of either party from any of the obligations or any liabilities under the Original Agreement.

21. **ELECTRONIC SIGNATURES.** This Amended Agreement may be executed by facsimile or scanned and electronically transferred signatures. A copy of this Amended Agreement bearing such a signature(s) shall have the same force and effect as an original agreement with inked original signatures. Once signed, any copy of this Amended Agreement made by reliable means (e.g. photocopy, scan, facsimile) is considered an original.

McAllister & Associates (Broker):

Williamson County, Texas
(Williamson County)

By: 

By: _____

Name: Marci L. Cannon

Name: _____

Title: McAllister & Associates

Title: As Presiding Officer
of the Williamson County
Commissioners Court

Date: July 7, 2026

Date: _____, 20____