

**MANAGEMENT SERVICES CONTRACT
GLO CONTRACT No. 19-368-000-B952**

Effective July 25, 2019 (“Effective Date”), **THE TEXAS GENERAL LAND OFFICE** (“GLO”) and **ALAMO TRUST, INC.**, a Texas non-profit corporation, Tax Identification Number 32057626502 (“Provider”), each a “Party” and collectively “the Parties,” hereby enter into this management services contract for the management and operation of the Alamo in San Antonio, Texas (the “Contract”) pursuant to Tex. Nat. Res. Code Chapter 31.

RECITALS

WHEREAS, pursuant to an act of the Legislature of the State of Texas, codified at Chapter 31, Subchapter I, of the Texas Natural Resources Code, the GLO has exclusive jurisdiction of the Alamo, is responsible for the preservation, Maintenance, and restoration of the Alamo and its contents, and is responsible for the protection of the historical and architectural integrity of the exterior, interior, and grounds of the Alamo in San Antonio, Texas and all its contents (as the term “Alamo” is further defined below); and

WHEREAS, Provider is a Texas non-profit, tax exempt corporation that currently oversees, manages and operates the Alamo for the GLO including the oversight of the current facilities, Church and Long Barracks and oversees the furtherance of the permitting and steps for implementing the Alamo Plan; and

WHEREAS, Provider was formed for, and exists solely for the purpose of, supporting the Alamo and ensuring that its meaning, significance and message are protected and proudly proclaimed to all visitors with regard to the historical 1836 Battle of the Alamo in which brave forefathers of the State of Texas knowingly sacrificed their lives against what was most certainly an ominous, pending death at the hands of Santa Anna’s Mexican army; and

WHEREAS, Provider insists that the funds it raises in support of the Alamo Master Plan will be expended solely in support of the Alamo 1836 story and it’s indelible place in Texas history, and will be utilized for purposes of re-creating the authentic Alamo fort and battlefield to better ensure that the sacrifice of the brave men that fought and died there will be forever remembered properly and in an atmosphere of reverence; and

WHEREAS, Provider agrees to provide facilities and property management, operational oversight, and fundraising services to develop the Alamo into a world-class site of reverence including

a new Visitor Center and Museum to educate visitors on the history and importance of the Alamo Battle of 1836 in Texas' fight for independence and to honor the people who lost their lives at the Alamo;

WHEREAS, the Provider has experience in major fundraising and philanthropic efforts and will commit to the statewide fundraising necessary to generate additional donations to support the mission of the Alamo and, as a private nonprofit entity committed to supporting the Alamo, and will effectively and efficiently provide the focus, talent and time necessary to insure the Alamo Plan is carried out for the benefit of the citizens of Texas; and

WHEREAS, Provider will dedicate its entire focus to supporting the Alamo and its unique place in Texas history, and will bring together the parties to best construct, maintain and preserve the recreated authentic Alamo grounds; and

WHEREAS, Provider seeks to provide the resources and support necessary to advance the understanding and education of current and future generations on the historical significance and factual record of the Alamo;

WHEREAS, Provider seeks to preserve the memory and achievement of individuals who served at the Alamo and provide a fitting tribute to the heroism of the people who paid the ultimate sacrifice for freedom; and

WHEREAS, the Alamo Plan, among other things, provides for the design and construction of a new visitors center building and Museum within the current footprint of the Crockett, Old Palace, and Woolworth buildings along Alamo Street, and requires the hiring, coordination and management of qualified vendors, consultants and companies to build and implement the Alamo Plan for the preservation, perpetuation, appropriate publication, and display of manuscripts, books, relics, pictures, oral histories, and all other items and information related to the history of the Alamo and of the State that preserve the historical character of the Alamo shrine;

WHEREAS, on October 18, 2018, the San Antonio City Council voted: (i) to authorize the City to enter into a Ground Lease and Management Agreement with the GLO that incorporates and facilitates the implementation of the Alamo Plan, including the new Museum and visitors center building; and (ii) authorized the closing of certain streets around the Alamo to vehicular traffic;

WHEREAS, the State of Texas has appropriated funds to the GLO to be used to preserve and maintain the Alamo and to develop and implement the Alamo Plan;

WHEREAS, Provider has agreed to raise private donations to fund an endowment to support the activities of Provider, and to pay for the construction of the visitors center building and Museum in implementing the Alamo Plan, and for creating best of class exhibits and programs;

WHEREAS, pursuant to Section 31.451(d) of the Texas Natural Resources Code, the GLO may partner with a qualifying non-profit corporation whose purpose may include raising funds for or providing services or other benefits for the preservation and Maintenance of the Alamo and the Museum, and the State has authorized the GLO to contract with a non-profit organization for the performance of any activity;

WHEREAS, pursuant to an Amended and Restated Contract Between the Texas General Land Office and The Alamo Endowment (“the Endowment” and/or “the Alamo Endowment”) dated effective July 11, 2015, and amended pursuant to First Amendment to the Amended and Restated Contract Between the Texas General Land Office and The Alamo Endowment dated March 1, 2017 (collectively, and along with the Management Contract Between The Alamo Endowment and Alamo Complex Management (described below) being the “Prior Management Contract”), the GLO previously contracted with the Alamo Endowment, a non-profit Texas corporation to assist GLO in managing operations at the Alamo. With the consent of GLO, and pursuant to a Management Contract Between The Alamo Endowment and Alamo Complex Management, the Alamo Endowment assigned its rights and responsibilities under said Prior Management Contract to Alamo Complex Management (now the Provider);

WHEREAS, the GLO and the Provider agree that the Prior Management Contract and the foregoing assignment of the Prior Management Contract to Alamo Complex Management (now the Provider) are hereby superseded, and the parties hereto have agreed that GLO will continue to contract directly with the Provider for services as set forth in this Contract, placing greater burdens on Provider, including expanded fundraising duties;

WHEREAS, under the terms and conditions of this Contract, the GLO will contract directly with Provider so as to obligate the Provider to provide services described herein in a manner that will result in the best possible structure for the preservation, operation, maintenance, management, promotion of educational programs, and the restoration of the Alamo, and to maximize the potential for private donations to pay for such services, thereby benefitting the citizens of Texas;

WHEREAS, GLO and Provider desire to set forth their respective expectations, rights, responsibilities, and obligations with respect to their affiliation in connection with the Alamo; and

NOW THEREFORE, in consideration of the mutual promises and understandings contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as stated above and below:

I. EXPECTATIONS, GOALS AND AGREEMENTS OF THE PARTIES

1.01 Provider takes on the obligations under this Contract to enhance the Alamo through its (a) commitment to focus 100% on the day-to-day management and operation of the Alamo; (b) commitment to statewide fundraising and marketing of the Alamo Plan; and (c) continued hiring of all necessary staff, consultants, designers, planners, and contractors necessary to fulfill the provisions of the Alamo Plan. GLO, in turn, fully supports the goal of Provider to enhance the Alamo, but lacks consistently available funding to support those ends without diverting essential resources from other properties, programs and general operations. GLO expects and desires Provider to exercise its obligations and rights under this Contract in such a manner as to enhance the Alamo without placing significant financial demands on the GLO, and to operate the Alamo in compliance with this Contract without operating funds or other financial support from the GLO, except as specifically provided in this Contract.

1.02. The Provider directly or through its subsidiaries or supporting organizations has agreed to engage in a statewide fundraising effort to solicit private donations to fund the construction of a new visitors

center and Museum, and an endowment to assist the GLO in the long-term success and economic viability of the Alamo as a Museum.

1.03 Provider and the GLO acknowledge and agree that the Crockett, Palace and Woolworth buildings along Alamo Plaza are owned by the GLO, and are intended for redevelopment into a visitors center building and Museum (as such term is defined below) pursuant to the terms of the Museum Lease (defined below), all in accordance with the Alamo Plan. The premises applicable to the Museum Lease are further defined below as Museum Premises, and are subject to revision from time to time as and when additional properties are acquired and/or made part of the Museum Premises in accordance with the Alamo Plan. Under the terms and conditions of the Museum Lease, Provider (or its successors or assignees under the Museum Lease) will manage all development, construction, reconstruction and operation of the Museum, which Museum Lease will be, and will remain, a separate and distinct agreement between the GLO and Provider, and not part of, or conditioned upon, this Contract. At such time as the Museum Lease is made effective, the GLO agrees that all of the Museum Premises will be leased to Provider at the cost of \$1.00 per year, with an initial term of 50 years from the date of completion, and subject to two options to extend the term of the lease for 25 years and 24 years consecutively. These terms, and the remaining terms and conditions of such lease ("Museum Lease"), are as substantially set forth on **Attachment H**, and which will be signed and made effective upon the earlier of (i) the final date of expiration (or termination) of the current third party leases applicable to the Crockett, Palace and Woolworth properties owned by the State, or (ii) upon the date selected by Provider as the date of commencement of the construction process for the Museum (it being understood that if Provider selects a date under subsection (ii) immediately above as the effective date prior to the expiration or termination of such third party leases, the Museum Lease will be executed subject to the third party leases described in subsection (i) above).

II. DEFINITIONS

2.01 DEFINITIONS (WHICH ARE NOT EXCLUSIVE OF OTHER DEFINED TERMS THAT MAY BE CONTAINED IN THIS CONTRACT, AND WHICH MAY CONTAIN AGREEMENTS BETWEEN THE PARTIES)

"Alamo" and/or "Alamo complex" means (i) the famous Alamo complex owned by the State in San Antonio, Texas, which includes the Alamo Church, the Long Barrack, Gift Shop Building, Alamo Hall, Gallagher Building, and the surrounding State-owned grounds (whether now, or hereafter, owned by the State), (ii) the Alamo Plaza and open ground or garden areas owned by the State or leased by the State from the City in the Ground Lease and Management Agreement (generally the "Alamo Plaza"); and (iii) all other properties subsequently acquired by the GLO and intended for use as part of the overall Alamo complex facilities (specifically excluding the Museum Premises defined below). Subject to the terms hereof, additional property acquired or leased by the State will become part of the Alamo complex, unless otherwise made a part of the Museum Premises. The current Alamo complex described in subsections (i), (ii) and (iii) above is currently described and shown on **Attachment A (Alamo complex)**, with Attachment A (Alamo complex) being subject to revision from time to time as/if additional properties are acquired and/or made part of the Alamo complex.

"Alamo Plan" means the plan dated August 2018, and approved by the Alamo Master Plan Management Committee and Executive Committee, and the future development thereof.

“Alamo State Funds” means all funds in the Texas Comptroller Alamo Complex Account (Fund 5152), including petty cash and change drawer balances kept at the Alamo complex prior to the Effective Date of this Contract.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically contained within the body of this Contract.

“Capital Equipment” means any item necessary for the Maintenance, Repair, construction, restoration, renovation, preservation, management and operation of the Alamo complex, the aggregate cost of which in any one instance exceeds \$25,000.00 before taxes, if applicable.

“Capital Expenditures” shall mean the expenditures defined in Section 3.11 of this Contract.

“Capital Improvement” means any improvement, alterations, or additions to land, buildings or infrastructure, the aggregate cost of which in any one instance exceeds \$50,000.00 before taxes, if applicable.

“City” means the City of San Antonio, its employees and designees.

“Communications Plan” means the marketing and communication strategies and plans developed for the Alamo, and for implementation of the Alamo Plan, as described on **Attachment D**.

“Consumables” means goods such as paper supplies, printed forms, gasoline, and other items which are routinely used and replenished as required to operate the Alamo.

“Contract” means this entire document, along with any Attachments, both physical and incorporated by reference, as the same may be amended from time to time.

“COO” means the Chief Operating Officer or Chief of Staff for Provider, if any.

“Equipment” means all items necessary for the Maintenance, Repair, construction, restoration, renovation, preservation, management and operation of the Alamo complex.

“FASB” means Financial Accounting Standards Board.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the statements in **Attachment B** attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Improvement” means any addition or alteration of buildings now or hereafter located on the grounds of the Alamo, or any addition or alteration of the grounds of the Alamo, including, but not limited to, those improvements to be made pursuant to the Alamo Plan.

“Information Systems” means an integrated set of components for collecting, storing, and processing for providing information concerning administrative functions of the Alamo.

“Information Technology Equipment” means all hardware, computers, computer components (monitors, mice, keyboards, memory, storage drive(s), media, etc.) routers, network equipment, transmission equipment, cabling, wiring, and software.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“Maintenance” means performing all scheduled, routine, and preventive maintenance on all Equipment, Improvements, and appurtenances thereto, and maintaining them in at least as good a condition as that in which they were delivered, allowing for reasonable wear and tear, but excluding Repairs.

“Management Plan” or “Plan” means the periodic management plans described in Section 3.04 (and elsewhere in this Contract) below, with the first Management Plan being attached hereto as **Attachment C** and incorporated herein for all purposes.

“Master Plan” means the joint master plan developed by the Preservation Design Partnership for the Alamo Plaza Historic District in San Antonio, Texas, and approved by the Alamo Master Plan Management Committee.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Museum” means an institution in the service of society and its development, open to the public, which acquires, conserves, researches, communicates and exhibits the tangible and intangible heritage of humanity and its environment for the purposes of education, study and enjoyment. It includes archaeological and ethnographic monuments and sites and historical monuments and sites of a museum nature that acquire, conserve and communicate material evidence of people and their environment (such term to include any visitors center building and Museum developed and constructed on the Museum Premises in accordance with the Alamo Plan).

“Museum Premises” currently means the Crockett, Palace and Woolworth properties owned by the State (and related open adjacent areas), which are intended to be used partially or completely as a visitor center building and/or Museum, and which will be leased to the Provider pursuant to the terms and conditions of Museum Lease. The Museum Premises are generally described and shown on **Attachment A-1 (Museum Premises)**, with Attachment A-1 (Museum Premises) being subject to revision from time to time as/if additional properties are acquired and/or made part of the Museum Premises.

“Non-Capital Equipment” means any Equipment that is not capital equipment.

“Non-Capital Expenditures” means expenditures for non-capital equipment and/or non-capital Improvements.

“Operating Expenditures” means all expenditures associated with the operation and management of the Alamo except Capital Expenditures and depreciation.

“Prompt Pay Act” means Chapter 2251 of the Texas Government Code.

“Provider” means Alamo Trust, Inc., a Texas non-profit corporation, selected by the GLO to manage and operate the Alamo under the terms and conditions of this Contract.

“Provider Account” means any account in the name of and owned and controlled by the Provider, and in which Provider Funds or any other funds are deposited.

“Provider Funds” means all funds generated from activities conducted by Provider in the Maintenance, Repair, construction, restoration, renovation, preservation, management and operation of the Alamo, including, but not limited to, all funds donated directly to Provider by any third party for any such purposes, and any Alamo State Funds paid or transferred to Provider by the GLO and/or the Texas Comptroller, including, but not limited to, any funds transferred to Provider from the Texas Comptroller Alamo Complex Account (Fund 5152) pursuant to the terms of this Contract or otherwise. At such time as any funds become Provider Funds in a Provider Account, they shall not appear on the balance sheet of the GLO, and shall be owned and controlled exclusively by Provider, subject to the terms of this Contract.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“Repair” means to restore to proper working condition any Equipment or Improvement.

“State” means the State of Texas.

“Subcontractor” means an individual or business that signs a contract, or enters into a Contract with Provider, to perform part or all of the obligations of Provider under this Contract.

“Texas Comptroller” means the Texas Comptroller of Public Accounts.

“Texas Comptroller Alamo Complex Account (Fund 5152)” means the GR ACCT - ALAMO COMPLEX (Fund 5152) established by the Texas Comptroller pursuant to Tex. Nat. Res. Code Ann. § 31.454, including any bank account established by the state for the deposit of Alamo State Funds or any accounts established by the Texas legislature and appropriated for use of operations at the Alamo.

“Term” means the term of this Contract as described in Section 3.29.

“Utilities” means water, wastewater, natural gas, electricity, sewer, fuels (including diesel oil, propane, and gasoline), telephone, cable television or satellite system, and garbage disposal.

“Work” means all services to be performed, goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed in the performance of this Contract.

III. GENERAL PROVISIONS

3.01 MANAGER AND OPERATOR.

GLO hereby exclusively engages Provider, and Provider hereby accepts such engagement and agrees to manage and operate the Alamo as a Museum for and on behalf of the GLO, under, and subject to, the terms and conditions set forth in this Contract. Provider is not obligated to perform, and provides no representation, warranty or assurances, as to any aspects of management or operations of the Alamo that are (i) specifically delegated by the GLO to any third party or any subcontractor of the GLO, and/or (ii) those aspects that are excluded by the terms of this Contract, or that are reserved or assumed by the GLO. Subject to the foregoing exclusions and caveats, throughout the Term of this Contract (as the same may be extended), Provider shall achieve and comply with the Performance Standards (defined below) in all material respects. Provider is hereby directed by the GLO to, and will, manage and operate the Alamo under the terms of this Contract. It is agreed that Provider will not be charged any fees or expenses for its use or occupancy of any part of the Alamo, including, but not limited to, its use and occupancy of any part of the Crockett, Palace and/or Woolworth properties along Alamo Plaza for office space.

3.02 GLO INCLUSION ON PROVIDER BOARD OF DIRECTORS.

Subject to the terms and requirements of Provider's corporate by-laws, Provider agrees to allow not more than one seat on its board of directors to be held by one individual selected by the GLO. The individual selected by the GLO shall be a non-voting member of the Provider board, will not be placed on any Executive Committee of Provider, and may be excluded from any board or committee deliberations specifically pertaining to a dispute or negotiations with the GLO.

3.03 PERFORMANCE STANDARDS

Provider shall manage and operate the Alamo in a good and prudent manner and generally in accordance with the following performance standards ("Performance Standards"):

- (i) Provider shall not make any material changes to its corporate or tax-exempt status during the Term of this Contract.
- (ii) Provider shall not make any material reductions in insurance coverages ("material" for this subsection being a reduction in excess of \$100,000.00 of any applicable coverage shown on **Attachment E**) without prior notification to the GLO.
- (iii) Provider shall not take any material act(s) (including the assumption of any monetary or other obligations) that might reasonably be expected to render it difficult or impossible to carry on Provider's current business and mission and/or its obligations under this Contract.
- (iv) Provider shall seek and receive an annual unqualified audit from a private audit firm.
- (v) Provider shall not fail to settle any debts in a timely manner.

- (vi) Provider shall not allow any tax payments or other government-ordered payments or filings to be overdue or inaccurately filed.
- (vii) All Provider employee compensation shall be within private sector industry norms, reasonable, and in furtherance of the Provider's exempt purpose.

3.04 MANAGEMENT/OPERATIONS/COLLECTION AND ARTIFACT MANAGEMENT

(a) **Management and Operations.** Subject to the terms, conditions and limitations of this Contract, Provider shall have the sole right and obligation to conduct and control all aspects of the daily management, operations, communications, and marketing of the Alamo in order to preserve and enhance the historic integrity, appeal, financial and physical condition, visitor experience, and overall quality of the Alamo. Provider will have all rights and responsibilities of a manager, including, but not limited to, the right to supervise, hire, promote, discharge, transfer, or lay off employees, resolve disputes in accordance with applicable policies and procedures, to assign Work, and to assess performance of all of Provider's employees. Provider's management and operational rights and responsibilities shall include, but are not limited to, the following:

- (i) Provider shall solely manage and operate the Alamo in a prudent manner and in accordance with generally accepted museum practices, and generally including the National Standards and Best Practices for U.S. Museums of the American Alliance of Museums.
- (ii) Provider shall provide proper conservatorial care, management and presentation of the buildings, contents, collections and artifacts comprising and within the Alamo in accordance with generally accepted museum practices and this Contract.
- (iii) Provider shall provide 24/7/365 onsite security at the Alamo through its employment of the "Alamo Rangers", or otherwise contracting for security staff. At GLO's request, Provider may also provide security at the Crockett, Palace and Woolworth buildings along Alamo Plaza owned by the State at such time as Provider manages or leases such buildings in accordance with Section 1.03 above.
- (iv) Provider shall seek accreditation of the Provider as the manager of the Alamo by the American Alliance of Museums within five (5) years after the Effective Date. The GLO, as owner of the Alamo, agrees to abide by applicable standards so far as permitted by Texas law in order to permit this accreditation.
- (v) The marketing efforts and communication strategies for the Alamo and the implementation of the Alamo Plan shall be governed by Part B of the Communications Plan, attached to this Contract as **Attachment D**. The GLO and Provider agree that all or parts of Part A of the attached Communications Plan will continue for such time after the Effective Date as Provider deems necessary to accommodate the transition of management as contemplated in this Contract. Provider will give the GLO fourteen (14) days prior written notice of its election to have any part of Part A of the Communications

Plan eliminated or turned over to Provider (thus making Part B controlling), at intervals or in its entirety whole as selected by the Provider.

- (vi) Provider shall direct and control all income-producing operations and functions related to or at the Alamo, including, but not limited to, charging fees for programs and/or special events, reserved tickets, admission tickets to any part of the Alamo and/or Museum, premium tours and experiences, the sale of any products and/or merchandise, merchandise licensing, educational programs, commissions, leasing of Alamo space to the public and other similar uses, in a manner so as to reasonably maximize revenues for the Alamo; provided, however, that revenue or fees shall not be generated by the imposition of admission fees for public standard tours of the Alamo Church or Long Barrack. Except as otherwise provided herein, all revenues from all activities described in this subsection (vi) are Alamo State Funds that must be deposited first in the Texas Comptroller Alamo Complex Account (Fund 5152), and then transferred to Provider in accordance with Section 3.09 of this Contract.
- (vii) It is acknowledged and agreed that there are certain existing revenue contracts currently held by GLO for the Alamo, being (i) the gift shop contract with Event Network, Inc., (ii) contract with Photogenic, Inc, (iii) ATM Innovations, Inc., (iv) ReadySnacks of San Antonio, LLC, and (v) Tour Mate Systems Canada, Ltd., and following execution of this Contract, the management of said contracts (and all rights and obligations thereunder) will be assigned by the GLO to Provider to the effect that these revenue-generating operations at the Alamo will thereafter be part of the Alamo managed by Provider under the terms of this Contract until such time as such contracts expire or are terminated. All revenues from all activities described in this subsection (vii) are Alamo State Funds that must be deposited first in the Texas Comptroller Alamo Complex Account (Fund 5152), and then transferred to Provider in accordance with Section 3.09 of this Contract.
- (viii) Provider shall offer to the public self-guided tours as are generally customary at museums and outdoor attractions, and may offer audio, augmented/virtual reality, staffed or other tours as are generally customary at museums and outdoor attractions.
- (ix) Provider will provide and/or direct educational programs at the Alamo, including, but not limited to, permanent and temporary exhibits, summer camps, interpretive signs, publications, presentations, services and cost-effective history education outreach programs that emphasize historical accuracy, address the rich heritage of the Alamo and maintain the dignity and decorum expected in the Alamo's role as the Shrine of Texas Liberty. These educational outreach programs should continue to include a living history component, remain widely accessible to the public and may be subject to reasonable fees. All fees and revenue generated by educational programs at the Alamo are Alamo State Funds that must be deposited first in the Texas Comptroller Alamo Complex Account (Fund 5152), and then transferred to Provider in accordance with Section 3.09 of this Contract.
- (x) The Provider will send annual reports to the GLO which generally describe activities at the Alamo for the prior period, as well as the planned activities for the upcoming year as outlined in the Management Plan. These reports will not constrain the Provider from

adding or removing activities or programs as Provider deems in the best interest of the Alamo.

- (xi) Provider shall conduct its management and operation rights and responsibilities in compliance with a professional Management Plan developed by Provider. The first Management Plan under this Contract (**Attachment C**) shall cover the period until June 30, 2020. Future Management Plans shall be updated annually, effective July 1st of each year. Provider's Management Plan shall include, without limitation, the following: (a) list and description of all major new visitor-related activities planned at the Alamo for the Plan year; (b) any measures Provider intends to implement during the Plan year to improve the visitor experience at the Alamo; (c) rules of reverence as promulgated from time to time by the Texas Attorney General concerning the visitor experience at the Alamo; (d) the annual marketing and communications plan described in **Attachment D**; (e) all current and projected revenues and the sources of such revenues generated by Provider at the Alamo for the Plan year and to be deposited into the Texas Comptroller Alamo Complex Account (Fund 5152); (f) any measures Provider intends to implement during the Plan year to increase revenues at the Alamo; (g) the current Provider management structure for the Alamo, including names and titles of all employees; (h) a detailed list of all Capital Equipment and Capital Improvement purchases that Provider anticipates making during the Plan year, including a schedule of such anticipated purchases; and (i) a detailed maintenance and repair schedule for the Alamo for the Plan year. Notwithstanding the above, it is understood and agreed that Plans are flexible working documents and that sound business judgment is required to adjust to changing situations and circumstances that occur from time to time.
- (xii) The initial Management Plan is attached hereto and incorporated herein as **Attachment C** listing the activities to be conducted at the Alamo, projected number of employees, operating hours, admission prices (including any discount or reduced admission policies), rental policies and practices, rules of reverence as promulgated from time to time by the Texas Attorney General concerning the visitor experience at the Alamo, the planned use of space within the Alamo, insurance coverages, deductibles and policy terms, and scheduled Maintenance and Repair of the Alamo. On April 1 of each year, Provider shall submit to the GLO a draft updated Management Plan to cover each subsequent twelve (12) month period. Consistent with the expectations and goals of the parties, the primary focus of the Management Plan and of the overall efforts of Provider thereunder shall be to enhance revenues generated from, and financial resources available for, the Alamo. If any subsequent proposed Management Plan proposes a "material" change to the prior year's Management Plan, the Provider shall highlight such material change in the proposed Management Plan. Within thirty (30) calendar days of GLO's receipt of the proposed Management Plan, GLO may submit to Provider any recommended changes or other comments to the proposed Management Plan; provided that in no event shall the formation, change or comment process associated with any Plan delay or hinder Provider's continuous operation and management of the Alamo as set forth herein. If the GLO fails to submit any recommended changes or other comments to the proposed updated Management Plan within thirty (30) calendar days of receipt, the Plan as submitted by Provider shall be deemed approved. Unless any updated Management Plan is deemed approved as previously provided, in the event Provider and

GLO fail to agree on any material changes to a Management Plan on or before June 1 of each year (and if the failure to agree continues for an additional fifteen (15) days beyond June 1) the GLO or Provider may submit the disputed material portion(s) to dispute resolution pursuant to Section 3.31 of this Contract. Once approved (or pending any dispute resolution), Provider shall continue to operate the Alamo in accordance with the then-applicable Management Plan. It is understood that the Management Plan will include operational adjustments which may be made by the Provider to adjust to changing situations and circumstances that occur from time to time. If the Management Plan is changed during the then-applicable year in any material respect, the written consent of the GLO is required, unless otherwise submitted to dispute resolution as provided above. If the GLO fails to submit any recommended changes or other comments to the proposed changes to any Plan during any then-applicable year within thirty (30) calendar days of its receipt of changes, the changes to the Plan as submitted by Provider shall be deemed approved. For all purposes under this subsection (xii), a "material" change, modification or adjustment in a Management Plan shall only be (i) any reduction to the standard operating hours from 10:00 A.M. to 5 P.M., seven (7) days per week, for the Alamo, except in the case of holidays or an emergency or other reasonable circumstances that dictate a change in operating hours/days, (ii) any reduction of insurance as set forth in **Attachment E** by an amount that is equal to or greater than \$100,000.00, (iii) any reduction in the number of full-time Provider staff working at the Alamo of 10% or more, or (iv) any change in Provider's corporate or tax exempt status.

(b) **Collection and Artifact Management.** The Alamo Collection includes both a Permanent Collection (defined below) as well as an Education and Living History Collection (defined below). Except as provided for in the following paragraph on the Permanent Collection, objects paid for by Alamo State Funds, are property of the State of Texas and shall become part of the Permanent Collection, and objects paid for by Provider Funds are the property of the Provider.

The Permanent Collection comprises all acquired and accessioned objects, archives, archaeology and historic books, including, without limitation, artifacts and specimens recovered from the Alamo, the contents of the Alamo and Phil Collins collections, and any items given to the Alamo or the State of Texas with the limitation of prevailing donor restrictions. The State holds title to the items in the Permanent Collection, which shall be held in trust by Provider on behalf of the State under the terms of this Contract. If Provider purchases, acquires and/or receives by donation any artifacts, documents, artwork, statues, or other historical items for the Alamo which are accessioned into the Alamo Permanent Collection, to the greatest extent possible or not otherwise prohibited by law, all rights, title and interest in such items shall be in the name of the State of Texas, unless, in the case of a donation, any donor specifically instructs otherwise, and said gift is approved in writing by the GLO with said stipulation. State artifacts and archeological portions of the Permanent Collection are held in trust for the public by the GLO, and Provider shall work with GLO as part of a collaborative partnership to ensure long-term preservation and interpretation of these items.

Items belonging to the Permanent Collection contribute significantly to carrying out the Alamo's educational mission. They are primarily intended for exhibition and are subject to the highest standards of documentation and care as outlined in the Collections Management Policy.

The Education and Living History Collection includes original and replica material used for hands-on educational programs on the Alamo historic site and in the Museum. The State holds title to the current items in the Education and Living History Permanent Collection, though the Parties expect Provider to acquire new items for the Education and Living History Permanent Collection with Provider Funds. As this material is formally acquired Provider, it is not accessioned but is cataloged and cared for by the Alamo's education staff. In general, original items will only be assigned to the Education and Living History Collection if there are multiple representative of the item in the Permanent Collection or the item is of low significance for the Permanent Collection.

All archeological excavations and research on the Alamo site must be conducted with proper archaeological collecting permits and with GLO authorization, and should include facilitating the curation of recovered artifacts and specimens with an approved museum, curatorial repository or an on-site repository.

Provider recognizes and accepts its responsibility to provide proper management, preservation, and use of the above referenced items and associated information it holds for the benefit of the public. Provider has legal, professional and ethical obligations to maintain high levels of honesty, integrity and loyalty. These performance standards are covered in the institutional Code of Ethics by Provider (to be incorporated in upcoming Collection Management Policy) which guides the institutional and individual actions of staff, paid and unpaid, interns, volunteers, advisory committee members, board members, the GLO and GLO staff. The institutional Code of Ethics was developed in deliberation of the following policies:

- Applicable State of Texas laws and regulations
- American Alliance of Museums Code of Ethics for Museums
- American Association for State and Local History's Statement of Professional Standards and Ethics
- The Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 CFR 44716)
- Principles of Archaeological Ethics, The Society of American Archaeology
- Ethics Statement, Society for Historical Archaeology
- American Institute for Conservation of Historic & Artistic Works

Allowed Practices:

- Provider may fully exhibit and charge reasonable nondiscriminatory admission fees to view these items prepared for interpretive display.
- Provider may photograph and nondestructively study the state collection.
- A held-in-trust state collection may be loaned out by Provider to other institutions and organizations (including for temporary exhibition) by securing a loan agreement between the other facilities.
- Provider will endeavor to comply with museum best practices in its collection management care and facility space requirements for the state collection.
- Provider will, in keeping with best practices, conserve objects in the Alamo collection to protect and preserve them for future generations.

3.05 RELATIONSHIP OF THE PARTIES

(a) The relationship of the Parties under this Contract shall be that of the GLO as owner of the Alamo and Provider as an independent contractor. All acts performed by Provider during the term of, and under the conditions of, this Contract as the exclusive manager and operator of the Alamo shall be deemed to be performed in its capacity as an independent contractor and not as an officer, agent, representative or employee of the GLO. Nothing contained in this Contract is intended to or shall be construed to give rise to, or to create a partnership or joint venture, or to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the GLO whatsoever with respect to the indebtedness, liabilities, and obligations specifically assumed by Provider under this Contract.

(b) The Provider, as an independent contractor, shall have exclusive control of, and the exclusive right to control the management and details of its obligations and responsibilities under this Contract, including, but not limited to, the exclusive right to control all employees of Provider, and direct and manage all others providing any other services for Provider. The Provider shall be solely responsible for the acts and omissions of its officers, agents, employees or other persons under its supervision, management and control.

3.06 TAXES/WORKER'S COMPENSATION/UNEMPLOYMENT INSURANCE

Provider shall be solely liable and responsible for payment of Provider's and Provider's employees' taxes of whatever kind, arising out of the execution or performance of this Contract. Provider shall comply with all state and federal laws applicable to Provider, including laws regarding wages, taxes, insurance, and workers' compensation. The GLO shall be solely liable and responsible for the payment of taxes, or the provision of unemployment insurance, workers' compensation, or any other benefit, and/or claims and/or liability applicable to its own officers, agents, employees, representatives, contractors, assignees, designees, or others.

3.07 RETENTION OF OWNERSHIP BY THE GLO

(a) Notwithstanding any other provision of this Contract, by entering into this Contract, the GLO does not delegate to Provider any powers, duties, or responsibilities that it is prohibited by law from delegating. The GLO also retains such other authority and control that has not been expressly delegated to Provider pursuant to this Contract, or that is specifically excluded from the authority and control of the Provider pursuant to the terms of this Contract. The GLO shall always maintain ownership of the State-owned assets.

(b) Provider acknowledges that the Alamo is the property of the State of Texas and that the ultimate sacrifice was paid by heroic defenders to protect the Alamo. Provider will not take any actions that the GLO determines to be detrimental to the Alamo, the memory of the heroic defenders, and/or the GLO's responsibilities for the Alamo and its contents under the Texas Natural Resources Code. If Provider takes any such action that the GLO determines, in its reasonable opinion, to be materially detrimental, the GLO shall promptly notify Provider of this finding and instruct Provider to take corrective action. Provider shall have thirty (30) days after receiving written notice thereof to take appropriate corrective action. Failure by Provider to take

curative corrective action in thirty (30) days shall result in either (i) the Provider being allowed additional agreed time for the corrective action to be completed in light of the scope and substance of the alleged detrimental action, or (ii) after the passage of such agreed time, if any, and assuming the GLO is not otherwise satisfied with the correction, the subject controversy will be submitted for dispute resolution in accordance with Section 3.31 of this Contract. Notwithstanding the foregoing, the GLO agrees not to create any further encumbrances on title to any Alamo property that would materially and adversely affect Provider's rights and duties under this Contract.

(c) Provider acknowledges that the Alamo is the property of State, and that Provider has only the construction, management, operation and other rights and obligations set forth in this Contract, pursuant to the terms and conditions hereof. Provider shall take all reasonable steps required to inform the public of the rights and interests of the parties with respect to the Alamo, including the placement of a legend (or other reference selected by Provider and reasonably similar thereto) on fundraising and promotional materials related to the Alamo (in distinction to those related to Provider generally), exhibit brochures, signage at the Alamo, and website and other digital media including social media platforms similar to the following:

The Alamo is the property of the State of Texas, and operated by Alamo Trust, Inc., a Texas non-profit corporation.

(d) The parties may agree at any time to alter the foregoing legend. Any other use by Provider of the name, logos or marks of GLO in its materials shall be subject to the terms of this Contract. Provider acknowledges and agrees that its interests under this Contract may not be assigned, liened or pledged in any manner, nor does it possess the right to sell, transfer, convey, gift, assign, lien or pledge any interest or item owned by the State and in the Alamo. Without the prior written consent of Provider, or except as directed by the Legislature or the Governor of the State, the GLO shall not own, operate or sponsor any museum which exclusively commemorates the history of the Alamo or the heroes thereof other than the Alamo.

3.08 INSPECTION BY THE GLO

During the term of this Contract, the GLO shall have the right during normal business hours to enter and inspect the Alamo and Provider's books, documents, records and accounts that relate to Provider's management or operation of the Alamo, and to otherwise confirm and enforce compliance by Provider with the terms of this Contract; provided that the GLO shall be required to give Provider prior written notice at least one (1) business day prior to any such entry into Provider's offices, or inspection of Provider's books and records. Provider shall maintain, in good form, a record of all financial transactions relative to the management or operation of the Alamo, including, but not limited to, purchase orders, invoices, receipts, cancelled checks, bank statements, ledgers, income statements and balance sheets for documentation of all incoming and outgoing financial transactions. All such records, reports and files shall be retained by Provider for a period of five (5) years, provided, however, that if a dispute arises in any manner related to said records, reports or files or the information therein contained, said materials shall be retained until said dispute is fully and finally resolved as acknowledged in writing by both parties. During the term of this Contract or within five (5) years following its termination, all such records, reports and files may be copied by the GLO at its expense.

3.09 Funding and Revenue Requirements/Payments to Provider

(a) Provider shall electronically transfer to the Texas Comptroller Alamo Complex Account (Fund 5152) all Alamo State Funds held in any bank account controlled by Provider, and all cash on hand currently retained by Provider within ten (10) calendar days of the Effective Date of this Contract.

(b) Except as otherwise provided herein, receipts of funds generated by ongoing business activities at the Alamo and donated to the Alamo shall be managed as follows:

- (i) Receipts of Alamo State Funds, shall be first deposited within three (3) business days from receipt into the Texas Comptroller Alamo Complex Account (Fund 5152), as required by current law, in accordance with the provisions of this section. If the current law is changed, the GLO and Provider will cooperatively work to revise this Section 3.09 for ease of management. These receipts include any amount of any kind, nature, or source, including amounts from revenue-generating operations, such as the gift shop, at the Alamo, amounts collected in the donation boxes located at the Alamo, and donations and grants that are payable to "The Alamo," received directly by the GLO and/or Provider.
- (ii) Receipts of funds, from any donations, grants, bequests, or gifts, or deposits and advances for services made directly to Provider or another similarly situated, affiliated or separate non-profit with a similar Alamo-centric museum mission, are Provider Funds and will be held by the Provider for specific purposes as determined by donors and the Provider in operating the museum.
- (iii) Funds raised through the fund-raising activities of the Provider or another similarly situated, affiliated or separate non-profit with a similar Alamo-centric museum mission, and/or from off premises revenue generating endeavors, including, but not limited to, funds generated from private parties, group events, and alcohol sales (which are expressly permitted at any part of the Alamo and/or Museum, except in the Church and/or Long Barrack), ticket sales to private parties or any other fund raising event or activity (except that there will never be a charge for admission to the Church and/or Long Barrack as prohibited herein), shall be segregated from any Alamo State Funds received from the operations of the Alamo, shall never be considered as State-owned funds, and shall/may be kept in accounts owned and controlled by the Provider (or those of its subsidiaries or supporting organizations) including, but not limited to, the Provider Account.
- (iv) For purposes of this Contract, the term Alamo State Funds shall include all funds deposited into the Texas Comptroller Alamo Complex Account (Fund 5152) per 3.09(b)(i), but upon any payment of such funds to the Provider Account as set forth herein, such funds shall thereafter be owned and controlled by Provider for the operation, Maintenance, Repair, construction, restoration, renovation, preservation, management and operation of the Alamo in accordance with the terms of this Contract.

(c) The GLO shall continue to support the Alamo Plan and shall assist the Provider in this public-private partnership by agreeing as follows:

- (i) Within ten (10) calendar days of the Effective Date of the Contract, GLO shall deposit in the Provider Account One Million Five Hundred Thousand Dollars and 00/100 (\$1,500,000.00) for operating and maintaining the Alamo, less funds previously spent or encumbered by the GLO for operational costs during the current fiscal year and appropriated for the Alamo Plan. Thereafter, on September 1, 2019 and September 1, 2020 respectively, GLO shall deposit in the Provider Account additional amounts of One Million Five Hundred Thousand Dollars and 00/100 (\$1,500,000.00) in each instance for operating and maintaining the Alamo. The funds deposited by GLO into the Provider Account under this subsection are to be used by Provider as cash flow for any and all operational costs at the Alamo (except for those specifically reserved by, or allocated to, the GLO under this Contract). Provider shall keep a detailed record of all expenditures paid for with these funds and be able to submit these records to the GLO upon request. GLO shall not provide any additional deposits to Provider as described in this subsection (c)(i) following the September 1, 2020 payment. This section is subject to the availability of state appropriations and is void if state appropriations of dedicated funds become unavailable.
- (ii) In addition to the funds paid for Provider's services under subsection (c)(i) immediately above, during the entire Term of this Contract, GLO will pay Provider no later than the 15th day of each month a variable amount of net revenues and funds deposited in the Texas Comptroller Alamo Complex Account (Fund 5152) for the prior month as certified by the GLO CFO or designee, beginning with the month immediately following the Effective Date of the Contract. This monthly variable amount paid to the Provider shall be the total amount of revenues for the prior month, less a retainage for the maintenance, management and utility costs for the Crockett, Palace and Woolworth Buildings along Alamo Plaza (until such time as Provider assumes responsibility for the management, operation and utilities of such buildings in accordance with the terms of this Contract). Beginning September 1, 2021, GLO shall retain funds for payment of GLO's indirect costs pertaining to the Alamo, which such retainage shall not exceed more than \$900,000.00 per year, and which shall be retained by the GLO in equal monthly installments. Retainage shall be decreased (1) if the GLO's indirect cost allocation for the Alamo decreases, or (2) if the State legislature decreases funds appropriated to the Texas Comptroller Alamo Complex Account (Fund 5152), such decrease to be proportional to the amount of funds appropriated to the Texas Comptroller Alamo Complex Account (Fund 5152), including to zero if the State legislature reduces such appropriated funds to such account to zero. Such retainage may also be increased in the case that capital expenditures or equipment reimbursed by GLO under Section 3.11 below exceed the available balance of the Texas Comptroller Alamo Complex Account (Fund 5152). The GLO will provide monthly reports to the Provider of the in-flows, out-flows, beginning and ending balances of the Texas Comptroller Alamo Complex Account (Fund 5152) and any other GLO Alamo funds. This

section is subject to the availability of state appropriations and is void if state appropriations of dedicated funds become unavailable.

- (iii) In addition to the funds paid to Provider under subsections (c)(i) and (c)(ii) immediately above, to provide Provider with additional funds to manage and operate the Alamo under this Contract, GLO shall deposit into the Texas Comptroller Alamo Complex Account (Fund 5152) (i) all rental payments received by the GLO as landlord from third party tenants in the Crockett, Palace and Woolworth Buildings along Alamo Plaza, and (ii) all rental payments received by the GLO as landlord from any other tenants of property subsequently acquired by the GLO around or adjacent to the Alamo; with all such rental to be first deposited into the Texas Comptroller Alamo Complex Account (Fund 5152), and then transferred to Provider in accordance with the process described in subsection (c) (ii) immediately above.
 - (iv) The GLO will make available to the Provider the funds currently held in the Texas Comptroller Alamo Complex Account (Fund 5152) in accordance with the process for Provider reimbursement requests to the GLO as set forth in Section 3.11 below.
 - (v) Following the Effective Date of this Contract, GLO shall assign its management services agreement with NGOGRO, LLC to Provider. GLO agrees that it will reimburse Provider for such services related to the Alamo Plan in accordance with the terms of such agreement. This section is subject to the availability of state appropriations and is void if state appropriations of dedicated funds become unavailable.
 - (vi) The GLO agrees that funds appropriated by the 85th Texas Legislature for the Alamo out of the Economic Stabilization Fund shall be used for the purposes directed by the Legislature to support the implementation of the Alamo Plan and for the preservation, maintenance and operation of the Alamo and the Alamo complex. The GLO further agrees that it will work with Provider to release and provide such funds as needed to ensure that expenditures are paid consistent with the Alamo Plan and/or the preservation, maintenance and operation of the Alamo and the Alamo complex.
- (d) The Provider shall use its best good faith efforts to increase available funding for the operation and enhancement of the Alamo.
- (e) Notwithstanding anything in this Contract to the contrary, funds raised for specific purposes through the fund-raising activities and/or business initiatives of either the Provider (or its subsidiaries or supporting organizations) shall be owned separately by those entities and shall never be placed in the Texas Comptroller Alamo Complex Account (Fund 5152) and shall not be deemed Alamo State Funds and/or State funds. Accordingly, such funds in any Provider Account (or those of its subsidiaries or supporting organizations), and that are restricted gifts for specific purposes, are intended to be used in accordance with donor or other restrictions for the

benefit of the Alamo and/or the new museum and visitor's center building, and in a manner consistent with the missions of said entities.

(f) The GLO agree to seek continued legislative appropriation, if needed, to support its obligations under this Contract, including, but not limited to, salaries and related expenses for employees located at and dedicated to the operations of the Alamo. The GLO also agrees to work with Provider to seek legislation which is mutually determined to improve the operating effectiveness of the Alamo and which is needed to fully implement the Alamo Plan.

(g) This Contract shall not be construed as creating any debt on behalf of the State and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated by any party hereto with thirty (30) days written notice to the other Party unless the Provider is otherwise generating the funds under the terms of this Contract, or by its own action, or through other third party support, as necessary for the Provider to perform its obligations hereunder without financial support from the GLO. In the event of termination under this subsection 3.09(g), the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

(h) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated by legislation for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

3.10 BUDGET, AUDITS

(a) **Budget.** The fiscal year for Provider's operations at the Alamo will begin July 1 and end June 30 of each year. At least forty-five (45) days prior to the end of each fiscal year, Provider shall prepare and provide to GLO's Financial Management Division a proposed Operating Expense budget, a proposed Capital Expenditure budget (which exceeds the limits set forth in Section 3.11 below), and an annual cash flow projection for the Alamo (collectively the "Budget"), all in a reasonable and readable electronic format. Provider and the GLO each agree to utilize their best efforts to resolve all budgetary questions prior to the end of each fiscal year; however, all final Provider budgetary questions will be resolved and decided by the Provider's Board of Directors.

(b) **Accounting/Audits.**

- (i) All accounting procedures and systems utilized in connection with this Contract shall be in accordance with FASB, and shall not materially distort income or loss.
- (ii) Within 120 days after the end of the fiscal year for Provider's operations at the Alamo, Provider shall provide GLO's Financial Management division with audited financial statements from a CPA firms with experience providing audit and tax services to not-for-profit organizations including (i) a balance sheet dated the last day of said fiscal year; (ii) a statement of income and expense for the year

then ended; and (iii) a statement of cash flows for the year then ended for the Alamo. If requested by GLO, and provided that such presentation is not in conflict with GAAP, FASB, or any other accounting/reporting requirements of a 501(c)(3) corporation, Provider also must provide any requested financial reports in accordance with GASB or Texas Comptroller guidelines.

- (iii) Provider shall maintain its tax-exempt status under § 501(c)(3) of the Internal Revenue Code.

(c) **GLO Audit.** The state auditor and/or GLO's Internal Audit Division may conduct an audit or investigation of the funds received directly from the State under this Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under this Contract, or indirectly through a subcontract under the Contract, acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, or GLO's Internal Audit Division to conduct an audit or investigation in connection with such funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor or GLO must provide the state auditor or GLO with access to any information the state auditor or GLO considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.

3.11 EQUIPMENT, CAPITAL EQUIPMENT AND CAPITAL IMPROVEMENTS, AND NON-CAPITAL REIMBURSEMENTS.

(a) **Reimbursed Capital Expenditures and Equipment.** To the extent reimbursement is required by, or requested from, the GLO, Provider shall notify the GLO of the need for the purchase of any Equipment, Capital Equipment, and/or the addition of any Capital Improvements, which Provider believes are necessary for the effective management and operation of the Alamo under this Contract. Any expenditures under this Contract for Capital Equipment and/or Capital Improvements are defined herein collectively as "Capital Expenditures". The GLO shall respond to Provider's recommendations for Capital Expenditures in a timely manner acknowledging those items that have been approved or rejected, providing a basis for the latter. Upon approval or receipt of written approval for those Capital Expenditure items that require approval, Provider may take the appropriate steps to purchase or acquire items approved during the fiscal year; however, requests requiring reimbursement must be resubmitted for approved items not purchased by the end of the fiscal year in which they were initially approved. Capital Expenditure requests requiring approval that were not included in the proposed budget submitted by Provider prior to the start of the fiscal year may be requested as needed. Title to all Capital Expenditures shall automatically transfer to the State upon completion. All Equipment or Capital Equipment purchased under these provisions must be listed on the GLO inventory control system which includes tagging said property, maintaining and inventory of all State property, and when no longer used by Provider at the Alamo, must be returned to the State for proper State equipment disposal. Equipment and Capital Equipment in this section excludes computer equipment, mobile devices, printers, copiers, and all other customary office equipment, collectively defined herein as "Office Equipment," used daily by Provider. The GLO, at its sole discretion and subject to available state appropriations, and after

receiving a written request from Provider detailing the enhanced services to be provided, may pay Provider an additional service fee in consideration for enhanced services provided by the purchase of new Office Equipment.

(b) **Unreimbursed Capital Improvements.** Provider shall notify the GLO of the need for any Capital Improvements in excess of \$50,000.00 except improvements on the visitor center and Museum property described in Section 1.03, which Provider believes are necessary for the effective management and operation of the Alamo under this Contract. Title to all Capital Improvements except the aforementioned exception shall automatically transfer to the State upon completion.

(c) **Unreimbursed Capital Equipment.** Provider shall notify the GLO of the need for the purchase of any Capital Equipment in excess of \$25,000.00, which Provider believes are necessary for the effective management and operation of the Alamo under this Contract. Title to all Unreimbursed Capital Equipment shall held by Provider.

(d) **Emergency Capital Expenditures.** If Provider believes that the acquisition of Capital Equipment is needed or any Capital Improvement is required immediately to avoid any threat to the safety and well-being of visitors or staff, Provider shall so notify the GLO and request, after stating the reasons therefor, an emergency purchase of Capital Equipment and/or Capital Improvement. Due to the urgent nature inherent in such contexts, notification to the GLO requesting authorization may be accomplished via telephone or electronic mail. The GLO shall respond promptly, but in no event later than twenty-four (24) hours after receiving such emergency request. If such emergency request is approved, the GLO and Provider will coordinate the purchase of the Capital Equipment and/or Capital Improvement in an expedited manner. If Provider must act without approval of the GLO in order to prevent an immediate threat to the health, safety, or well-being of a visitor or staff member, the GLO may reimburse Provider for all necessary and reasonable emergency Capital Equipment and/or Capital Improvement expenditures after examining the circumstances surrounding such purchases; however, the GLO reserves the right, upon submission of a detailed invoice, to review the cost of emergency Repairs and/or procurements made by Provider, to verify that they are reasonable prior to reimbursing Provider for same. If GLO reimburses Provider for any emergency Capital Equipment or Capital Improvements, title to such Capital Equipment or Capital Improvements shall automatically transfer to the GLO.

(e) **Special Non-Capital Reimbursement Requests to the GLO.**

- (i) The consideration paid Provider under Section 3.09 (c) is intended to cover all expenses incurred by Provider in connection with its management and operations under this Contract (and not otherwise reimbursed directly by the GLO), and any other expenses reasonably related to Provider's operations at the Alamo.
- (ii) Notwithstanding the foregoing, GLO may reimburse Provider for any costs or expenses reasonably related to Provider's operations at the Alamo, at its sole discretion, (including, but not limited to, those described in subsection (i) immediately above) but it shall not be obligated to do so. If GLO agrees to reimburse Provider for any such costs or expense, Provider shall submit to GLO all required documentation in support of the invoices submitted by Provider for

the foregoing expenses and services, including evidence that the payment to the applicable vendor has been or will be completed. GLO shall reimburse Provider for the approved costs and expenses within thirty (30) days of GLO receiving all requested documentation.

- (iii) Provider and GLO acknowledge that certain operating expenses were incurred by Provider using Alamo State Funds prior to the Effective Date of this Contract under the Prior Management Contract. Provider shall continue to submit all documentation required by GLO in support of these expenses by no later than 120 days after the Effective Date of this Contract, including evidence that the payment to the vendor has been completed, until such time that all expenses have been properly accounted for in Provider and GLO's financial records.

(f) **Providers Rights-Capital Expenditures.** Notwithstanding anything in this Section 3.11 to the contrary, and so long as Provider is in compliance with subsections (g) and (h) immediately below, Provider shall have the right, using Provider Funds, to make any Capital Improvement, or purchase any Capital Equipment, the cost of which is not otherwise reimbursable to Provider by the GLO under the terms of this Section 3.11.

(g) **Preference for Texas Products and Materials.** Provider, in performing the Contract, shall, to the extent reasonably practical under the circumstances, purchase products and materials produced in the State when they are available at a price and time comparable in quality and price to products and materials produced outside the State.

(h) **Ethics.** Prior to the execution of any contracts in excess of \$10,000.00, Provider shall provide the third-party's information to the GLO so that a conflict of interest review can be conducted by the GLO. The GLO shall complete any such review within five (5) business days after request, or the request shall be deemed approved.

3.12 FINANCIAL CONTROLS AND PERFORMANCE MEASURES

(a) Provider shall establish, administer and publish for public review on its website, a policy applicable to the financial and property controls over the operations and management of the Provider so as to prevent fraud, waste and abuse, and which are reasonable and necessary from time to time for nonprofit organizations of the type and size of Provider. Provider will conduct all purchases consistent with non-profit industry best practices and consistent with the provisions of Texas law.

(b) Provider shall submit quarterly performance measure data to the GLO in the manner and form requested by GLO. Performance measure data shall be submitted no later than forty five (45) calendar days after the end of each state fiscal quarter. Provider will ensure the systems required to collect the performance measure data are accurate and reliable and conform to the measure definitions outlined by the GLO.

3.13 EMPLOYEES

(a) Provider covenants and agrees that it shall direct the staff of the Alamo in a manner consistent with (i) the Management Plan, (ii) this Contract, and (iii) all applicable federal, state and local laws, rules and regulations.

(b) Any employees hired by Provider shall be employed directly by Provider, and shall be under the management, direction and control of Provider as provided in this Contract. All then current employment positions and details as to applicable duties allocated to each position shall be outlined and approved as part of each annual Management Plan submitted after July 1, 2019. The GLO shall have no responsibility of any kind regarding these employees, including with respect to any payroll, benefit, or retirement obligations, and likewise the Provider shall have no responsibility of any kind regarding GLO employees, including with respect to any payroll, benefit, or retirement obligations.

(c) All employees of, or under the direct or indirect supervision of, Provider shall have such knowledge and experience as will enable them to fully perform the duties assigned to them. Other types of professional development training that is available to state employees will be made available to Provider employees on a voluntary basis. If in GLO's opinion any such employee of Provider is incompetent or by his or her work or conduct becomes detrimental to either (i) Provider's performance under the Management Plan or this Contract, or (ii) GLO's statutory responsibilities for the Alamo, then the GLO may request that Provider remove that Provider employee from any activities related to the Alamo. If Provider declines GLO's request or fails to approve said request within fifteen (15) calendar days, GLO may submit the matter to dispute resolution pursuant to Section 3.31 of this Contract.

(d) The GLO shall be solely liable and responsible for claims and/or liability applicable to its own officers, agents, employees, representatives, contractors, assignees, designees, or others, excluding Provider.

(e) Except as otherwise provided herein, Provider shall be responsible for, and the GLO shall have no obligation with respect to, the following as applicable to Provider and its employees:

- (i) Withholding of income taxes, FICA, or any other taxes or fees;
- (ii) Industrial or workers' compensation insurance coverage or the equivalent thereof (which Provider may self-insure);
- (iii) Any employee health or life insurance plans;
- (iv) Any retirement benefits programs, such as 401K or 403B plans or pensions;
- (v) Accumulation of vacation leave or sick leave; or
- (vi) Unemployment compensation coverage provided by the State.

3.14 MISCELLANEOUS EMPLOYEE MATTERS

Provider is and shall continue to be dedicated to the hiring and promotion of the most qualified individuals without regard to race, religion, color, sex, national origin, age, sexual orientation or disability. The Provider's equal opportunity policy will apply to such areas as the recruitment and hiring of qualified applicants, job assignments, pay levels, promotions/demotions, job transfers, job training, discipline, layoff and discharge. To ensure a safe and orderly Alamo environment, Provider shall ensure the following:

(a) **Background Checks.** Prior to employment, all Provider employees shall be subjected to a thorough background investigation in accordance with all applicable federal and state laws and regulations. Background checks shall include criminal history, employment history, credential certification, and, where appropriate, contractor eligibility. In exercising its obligations hereunder, Provider may obtain information from any third parties in the business of providing such investigations. The results and documentation thereof will be maintained by Provider as part of the employee's personnel file.

(b) **Licensing and Credentialing.** Provider shall verify that all personnel employed by Provider are properly licensed, certified, and meet all applicable federal, state and local standards for the Work they are performing.

(c) **Orientation and Training.** Provider shall provide all personnel with an employee orientation and continuing education program regarding Alamo policies, procedures, and practices. Provider shall also develop and regularly update a written personnel policy manual for its employees and post the same on its website for review by the public and all Parties.

3.15 INSURANCE

(a) Provider shall obtain and maintain at its cost public liability, automobile liability and workers compensation insurance reasonably adequate for the operation of the Alamo in such amounts, with such deductibles and coverages, and placed with such insurer(s), as are reasonably acceptable to GLO and set forth in **Attachment E** (as revised from time to time in accordance with subsequent Management Plans). Without limiting the foregoing, the insurance required of Provider hereunder shall include the State and the GLO as "Additional Insureds" by endorsement. The State and GLO are self-insured, and any liability for casualty, medical, employee, or other loss related to the ownership and operation of the Alamo and regarding the State or GLO shall be handled in accordance with the applicable statutes and rules of the State. This Contract shall not be considered nor in any way constitute a waiver of sovereign immunity of the State or GLO, nor of immunity from liability of the employees of GLO for acts within the course and scope of their employment.

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by **Attachment E** of this Contract, (updated from time to time over time as required in accordance with subsequent Management Plans). Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of policy forms and endorsements establishing, to the reasonable satisfaction of the GLO, the nature and extent of coverage granted by each such policy. If any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the GLO may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Provider must produce renewal certificates for each type of coverage.

(b) GLO currently holds a museum artifacts insurance policy with Travelers Insurance Company, which expires on August 31, 2019. Prior to the expiration of this policy, Provider shall obtain a new museum artifacts insurance policy with similar or greater policy limits and applicable

to museum artifacts in the Alamo and any part of the Phil Collins collection that is located at the Alamo. The State of Texas shall be named as a loss payee under this new policy obtained by Provider. The GLO will maintain all other insurance applicable to museum artifacts stored by, or under the control of, the GLO.

3.16 COMPLIANCE WITH LAWS

Provider, subject to the payment and reimbursement provisions of this Contract, shall promptly comply with all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions which are applicable to the Alamo, or Provider's construction, operation or alteration thereof, whether now or hereafter enacted, including, without limitation, any laws regarding any hazardous substances, solid wastes, or other substances known or suspected to pose a threat to health or the environment ("Laws"). Without limiting the foregoing, Provider agrees that it will not knowingly permit (i) any unlawful occupation, business or trade to be conducted at the Alamo or any use to be made of the Alamo contrary to any Laws or insurance requirements applicable thereto, nor (ii) anything to be done in or on the Alamo in a manner that (x) may make it impossible to obtain fire or other insurance thereon which Provider is required to furnish hereunder or (y) will cause or be likely to cause structural injury to or diminution of the market value of the Alamo, or that will constitute a public or private nuisance or waste.

3.17 PROVIDER'S PAYMENT OF APPLICABLE TAXES, UTILITIES, INSURANCE AND MAINTENANCE AND REPAIR COSTS

Without limiting any other provision of this Contract, and subject to other payment and reimbursement provisions of this Contract, Provider shall fully and timely pay (a) all taxes or impositions of any kind assessed in connection with Provider's construction, operation and other activities pertaining to the Alamo, including all sales and payroll taxes, (b) all charges for electricity, power, gas, oil, water, cable, telecommunications and other Utilities used at the Alamo, (c) all premiums for the insurance coverage required to be maintained pursuant to Section 3.15 above, and (d) all costs for Maintenance and Repair for which Provider is responsible under Section 3.18 of this Contract.

3.18 MAINTENANCE, REPAIR AND IMPROVEMENTS

(a) **Church and Long Barrack.** The Provider will perform routine maintenance, cleaning, and under the supervision of the Alamo conservator, minor repairs, of the Church and Long Barrack. With prior authorization of the GLO, and at GLO's cost and expense, Provider shall perform historical repairs or historical preservation activities on the Alamo Church, the Long Barrack, in accordance with best practices. Historical repairs or historical preservation activities required at the Alamo complex may be performed by third party vendors under contract with GLO, but in all cases in consultation with Provider; and all such Work will be coordinated and scheduled with Provider in light of any other construction, uses, events or other activity or conflicts applicable to the Alamo. Work and/or costs and expenses for other repairs, restoration and/or reconstruction of (i) the Alamo Church and (ii) the Long Barracks shall be and remain the sole and exclusive responsibility of the GLO, and not part of this Contract, but which will

also be coordinated with Provider so that all restoration Work thereof shall be performed so as to conform with future interpretation and programming considerations.

(b) Except as otherwise provided in this Section 3.18, and except as to the repair, restoration and reconstruction payment obligations of the GLO pertaining to the Alamo Church and the Long Barracks as otherwise set forth in this Contract in Section 3.18(a) immediately above, Provider, at its expense, will keep the Alamo in good order and Repair (ordinary wear and tear excepted) and, with reasonable promptness, make all necessary and appropriate Repairs thereto (including: interior painting; Maintenance or modification of exhibit displays, signage and installations; Maintenance or replacement of carpet and other floor coverings, and Maintenance of the Alamo grounds, including landscaping, planting, monuments, memorials, grass mowing, tree Maintenance and minor repairs to windows, doors, roofs and siding. All such Repairs shall, to the greatest extent possible, be at least equivalent in quality to the original materials and workmanship. Provider will not take or fail to take any action the taking or omission of which might materially impair the value or the usefulness of the Alamo or any part thereof nor commit any waste of the Alamo or any part thereof Provider shall perform cyclical or periodic Maintenance of all mechanical, electrical, or other similar components reasonably necessary to optimize the performance and life of such components.

(c) Nothing contained in this Contract, and no action or inaction by GLO, shall be construed as giving a third party to a contract with Provider any claim against GLO in respect thereof, or giving any such third party any right, title, interest, lien, claim, or other encumbrance upon the interest of GLO in the Alamo complex, or upon any buildings, contents, or collections comprising the Alamo complex.

(d) Upon the expiration or prior termination of this Contract, Provider will vacate and surrender the Alamo to GLO in equal or better condition to the condition in which the Alamo was originally received from GLO, except as repaired, rebuilt, restored, altered or added to as permitted or required by the provisions of this Contract, and except for ordinary wear and tear.

(e) In the event that major damage occurs to the Alamo or artifacts as a result of fire, storm or other unforeseen occurrences such as a Force Majeure Event (defined below), the parties shall work together to the best of their ability to continue to (i) provide a rewarding visitor experience in a safe and secure environment, and (ii) provide adequate funding, including, but not limited to, requesting legislative appropriation, to restore, to the extent reasonably possible, the Alamo, artifacts, or any damaged portions thereof. The GLO shall remain solely responsible for all costs and expenses incurred for repair, restoration and/or replacement of the Alamo (or any part thereof) resulting from a Force Majeure Event; provided that GLO shall not have any responsibility to repair, restore and/or replace anything owned by Provider or purchased solely with Provider Funds.

(f) Provider shall use its best efforts to obtain all necessary warranty Repairs on all Capital and Non-Capital Equipment and Capital and Non-Capital Improvements, ensuring they are completed prior to the expiration date on the respective warranties. Provider shall keep available for inspection a warranty log on the status of all warranty Repairs at the Alamo.

(g) Provider shall develop and comply with a Maintenance schedule for all Equipment, as applicable, in accordance with the subject item's operations and maintenance manual. A copy of said Maintenance schedule shall be made available for inspection by GLO upon GLO's request. Provider shall perform all scheduled or manufacturer recommended Maintenance on all Equipment. Provider shall keep Maintenance records in accordance with the manufacturer's specifications on all Equipment at the Alamo. Such records shall be made available for inspection by GLO upon GLO's request.

(h) Provider shall provide janitorial services at the Alamo, including, but not limited to, trash removal, extermination and pest control. Provider shall maintain the Alamo grounds and keep them in an attractive condition, appropriate to the seasonal weather and the location's soil, water, climate, and topography. However, any permanent alteration of the landscape, such as live tree removal where the diameter of any such tree exceeds 4 inches as measured from a height of 4 feet from the ground level, shall not be permitted without written approval of the GLO. Provider will be entitled, without any prior approval, to remove any landscaping or trees which due to natural causes create a risk to the public and/or which are required to be removed to simulate historical battlefield conditions, or which are otherwise required to be removed in accordance with the Alamo Plan. Any such action will be reported to the GLO within a reasonable time thereafter.

(i) Provider shall promptly report to the GLO any issue that may consequentially negatively affect visitor and/or staff health and safety. Examples include, but are not limited to, criminal activity, security matters, air conditioning outages in public areas for more than 24 hours, plumbing outages in public places, major water leaks, and electrical outages expected to exceed 4 hours.

(j) The GLO shall provide Provider with copies of all maintenance and repair logs and records for the ten (10) year period prior to the Effective Date, if any.

(k) Provider shall have the right, obligation and responsibility to manage and oversee the construction, modification, and/or relocation of all Improvements at the Alamo (including, but not limited to, those which are, or become, part of the Alamo Plan). All repair, reconstruction and Improvement Work shall be coordinated by the parties in a cooperative manner so as to achieve efficient and cost effective results in light of operational and public safety issues applicable to the Alamo. The Parties acknowledge and agree that any repair, reconstruction or Improvement Work paid for with Alamo State Funds shall be conducted in accordance with all applicable State law.

3.19 PERFORMANCE WARRANTY

Provider warrants that all Work performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider warrants that all Work under this Contract shall be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects (normal wear and tear excepted). If Provider fails to complete Work

timely or to perform satisfactorily under conditions required by this Contract, the GLO may require Provider, at its sole expense, to (a) Repair or replace all defects or damages; (b) refund any payment received by Provider for any defects or damages; and/or (c) take necessary action to ensure that future performance conforms to the Contract requirements.

3.20 OTHER ACTIVITIES OF PROVIDER

During the term of this Contract, Provider shall not support any activity or project that might reasonably be expected to undermine the financial condition of the Alamo, lessen its quality or otherwise conflict with expectations and goals of the parties set forth herein.

3.21 USE OF EQUIPMENT.

Any and all Equipment, Consumables, Improvements, Information Technology Equipment, Information Systems, supplies and other provisions necessary for the operation of the Alamo (including those currently utilized for such purpose) that are owned by the State or the GLO on the Effective Date will be available for use without charge for use by Provider, so long as such Equipment, Consumables, Improvements, Information Technology Equipment, Information Systems, supplies or other provisions are used in connection with the operation and management of the Alamo.

3.22 TITLE TO ASSETS/PROPERTY ACCOUNTING.

(a) **Legal Title.** Subject to the terms of Section 3.21 above, legal title to all Improvements (Capital or Non-Capital), Equipment (Capital or Non-Capital), except as otherwise provided below, Information Technology Equipment, Information Systems, supplies and any other provisions necessary for the operation of the Alamo (including those currently utilized for such purpose) at the Alamo rests with the State. Upon the expiration or termination of this Contract, and unless otherwise agreed, all property items acquired either (a) with Alamo State Funds (as opposed to Provider Funds), or (b) by donation directly to the State or the Alamo (in distinction to in the name of Provider) shall be transferred to GLO to be utilized in the support and operation of the Alamo. Artifacts specifically donated under the terms of Section 3.04(b) above, with the requirement that title thereto not be transferred to the State, shall be excluded from the foregoing. All funds or other assets owned by the Provider (and/or by its subsidiaries or supporting organizations), and/or that are in Provider Accounts (and/or in accounts of its subsidiaries or supporting organizations), at the time of termination or expiration of this Contract (including, but not limited to all hardware and software), shall remain the sole property of Provider or another similarly situated, affiliated or separate non-profit with a similar Alamo-centric museum mission, and/or its/their subsidiaries or supporting organizations, as applicable. Notwithstanding the foregoing, nothing in this Contract shall operate to transfer title to the State or GLO, or limit the rights of Provider upon expiration or termination of this Contract to remove items or other personal property purchased solely by Provider (and not charged to or reimbursed by the GLO) for use in performing responsibilities under this Contract.

(b) **Property Accounting.** GLO shall designate a GLO employee to serve as the Inventory Control Person (ICP) responsible for monitoring state-owned items at the Alamo. Provider shall designate a Provider employee to serve as a single point of contact for the ICP at the Alamo.

Duties of the ICP include, but are not limited to, preparing receiving reports and gathering delivery and warranty documentation; tagging property; coordinating property disposal; and assisting with the annual physical inventory. Provider shall assist the ICP in monitoring state-owned property and equipment at the Alamo. Duties of the designated Provider employee includes, but is not limited to, forwarding all delivery and warranty documentation to the ICP, verifying that the property is delivered in good order, providing ICP with information for completing receiving reports, notifying the ICP when property is moved or needs to be disposed, and locating property.

3.23 THIRD PARTY SERVICE CONTRACTS; PROCUREMENT; CONFLICTS OF INTEREST

(a) Subject to all payment and reimbursement requirements in this Contract, Provider shall enter into and pay for all service contracts necessary to operate and manage the Alamo in a manner consistent with all applicable federal, state, and local laws, regulations, and the terms of this Contract. In so far as is reasonably possible, and if approved by any applicable vendor, Provider shall use its best efforts to see that all contracts between Provider and a third-party for such services require the third-party to allow the assignment, at the GLO's direction, of Provider's rights and obligations under such contracts to the GLO or Provider's successor chosen by the GLO. In selecting third-party vendors, Provider shall use prudent purchasing procedures, establishing and employing objective selection criteria, and checking references prior to awarding any contracts. Provider shall use its good faith efforts to maintain compliance with all contracts. Provider shall execute such contracts in its own legal capacity.

(b) Whenever a director or officer of Provider has a financial or personal interest in any matter coming before the board of directors of Provider, the affected person shall (i) fully disclose the nature of the interest and (ii) withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors determine that it is in the best interest of the Provider to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval.

3.24 INFORMATION TECHNOLOGY

(a) All Information Technology Equipment and Information Systems necessary for the operation of the Alamo (including those currently utilized for such purpose) that are owned by the State or the GLO on the Effective Date will be available without charge for use by Provider, so long as such Information Technology Equipment and Information Systems are used in connection with the operation and management of the Alamo. Any Information Technology Equipment or Information Systems that are no longer used by Provider at the Alamo must be returned to the GLO for proper State equipment disposal. Provider shall provide a designated person in the GLO's Enterprise Technology Solutions (ETS) department with a list of all network and server passwords for the Information Technology Equipment and Information Systems used at the Alamo, and promptly notify said ETS designated person when any such passwords are changed. Provider is responsible for proper configuration and operation of Information Technology Equipment and Information Systems. Upon request, Provider will immediately make Information Technology Equipment and Information Systems available for GLO inspection. At GLO's request, Provider will implement, or cause to be implemented,

reasonable changes to the configuration of Information Technology Equipment or Information Systems as directed by the GLO's ETS department and/or Information Security department when said changes do not impose an unreasonable financial burden on Provider, or when such changes are otherwise to be reimbursed by the GLO.

(b) During the Term of this Contract, each Party shall retain ownership and control of its own data, electronic files, images, and any other type of electronic record that pertains to the management and operation of the Alamo, regardless of the location of the information.

(c) Provider shall notify the GLO's Enterprise Technology System Division at least ten (10) calendar days in advance before contracting for any Information Technology Equipment or Information Systems that are to be used in the management or operation of the Alamo, including without limitation, software-as-a-service, cloud-based services, managed or hosted applications, web development, and other, similar services, the cost of which exceeds \$10,000.00. At GLO's request, Provider will provide information regarding technology systems being used at the Alamo.

(d) Provider shall be responsible for payment of all necessary expenses related to usage charges, licensing fees, upgrades, Maintenance and Repair, encryption, computer security, purchase of software, and compliance with federal and state laws and regulations as is necessary to maintain the Information Technology Equipment and Information Systems for the Alamo.

(e) Provider is solely responsible for the security of all information on any Information Technology Equipment or Information Systems used by Provider to manage the Alamo, and shall bear sole liability in the event of any information security breach or incident that impacts the GLO, vendors, customers, partners, or other entities associated with the Alamo. At a minimum, Provider shall adhere to information security standards which are attached hereto as **Attachment F**.

(f) During the Term of this Contract, Provider shall comply with the terms of (i) Provider's Acceptable Use of Information Technology Resources Policy and (ii) Provider's Access to Information Resources Policy, both of which are attached hereto as **Attachment G** and incorporated by reference.

3.25 OWNERSHIP OF INTELLECTUAL PROPERTY

(a) The GLO shall own, and Provider hereby irrevocably assigns to the GLO, all ownership right, title, and interest in and to all Intellectual Property acquired or developed by Provider pursuant to this Contract, including without limitation all Intellectual Property in and to reports, drafts of reports, data, drawings, computer programs and codes, and/or any other information or materials acquired or developed by Provider under this Contract. The GLO shall have the right to obtain and to hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protection as may be appropriate to the subject matter, including extensions and renewals thereof.

(b) Provider must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all reasonable assistance and execute such documents, as

reasonably required to confirm the rights in intellectual property reserved by the GLO herein, at the GLO's expense.

3.26 COPYRIGHT

(a) Provider agrees and acknowledges that all expressive content subject to copyright protection, including without limitation all reports, drafts of reports, drawings, artwork, photographs, video, computer programs and codes, and/or any other expressive content acquired or developed by Provider pursuant to this Contract (individually, a "Copyright Work," and collectively the "Copyright Works"), will be made the exclusive property of the GLO. Provider acknowledges that each Copyright Work is a "work made for hire" under the United States Copyright Act of 1976. All rights in and to each Copyright Work shall be and remain the sole and exclusive property of the GLO.

(b) If, for any reason, any Copyright Work or any portion of a Copyright Work is not a work made for hire, Provider hereby irrevocably assigns to the GLO ownership of all right, title and interest in and to the Works or such portion of any Copyright Work, including without limitation the entire and exclusive copyright in the Copyright Works and all rights associated with the copyright, including but not limited to reproduction rights, distribution rights, the right to prepare translations and other derivative works, and the right to display the Copyright Works in all formats and media now known or developed in the future.

(c) Provider must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all reasonable assistance required to perfect the rights granted to the GLO defined herein, at the GLO's expense.

3.27 USE OF GLO INTELLECTUAL PROPERTY

(a) Provider acknowledges that the GLO is the exclusive owner of certain intellectual property rights in various trademarks, names, service marks, logos, and identifying slogans relating to the Alamo (collectively, "the GLO Marks"). It is further acknowledged and agreed that, while the GLO expressly reserves ownership rights to GLO Marks, Provider is hereby granted an exclusive license to use, market and generate revenue from the use of the GLO Marks and related domains and/or any derivative use (including, but not limited to "thealamo.org"), with all revenue received therefrom to be transferred to Provider in accordance with Section 3.09 of this Contract. Use of GLO Marks by Provider will include, but will not be limited to, use in any digital format, worldwide use for any marketing purposes in any format (including any type of media outlet or format, including but not limited to any digital format), and use on websites related to the Alamo or any related activity. Provider will execute all trademark license agreements negotiated by Provider in a manner consistent with GLO trademark and license policies. Agreements executed by Provider that are inconsistent with GLO trademark and license policies shall be renegotiated by Provider to make them consistent. Any use of the GLO Marks by a third party shall be in a manner consistent with GLO trademark and license policies, and on non-transferrable, non-exclusive, limited, and revocable basis, and any such use shall inure to the benefit of the GLO and the Alamo. Provider shall not develop or create any new trademark, name, service mark, logo, or identifying slogan relating to the Alamo without the prior approval of the GLO, which shall not be unreasonably withheld. Any approved new

trademark, name, service mark, logo, or identifying slogan relating to the Alamo shall be considered part of the GLO Marks and be owned by GLO. The GLO shall retain all right, title and interest in and to, the GLO Marks, together with any related intellectual property rights of any kind or character, and the GLO will solely maintain all related applications and registrations. Notwithstanding the terms of this section, the GLO will remain solely responsible for, and have sole discretion over decisions relating to, the enforcement of its intellectual property rights and any claims of infringement, and will be solely responsible for all associated costs and expenses. The terms and provisions of this Section 3.27 shall supersede and control over any contrary or conflicting provisions in any other document or attachment hereto applicable to the use of GLO intellectual property by Provider.

(b) Notwithstanding the foregoing in Section 3.27(a), nothing in this Contract, including the license issued to Provider, shall impair, impact, amend or alter any license in GLO Marks previously granted by GLO to third parties prior to the Effective Date of this Contract. The GLO shall provide Provider with copies of all trademark license agreements executed prior to the Effective Date and shall not renew or extend any such agreements without the Parties' mutual agreement.

3.28 INFRINGEMENT

(a) Each Party (to the extent allowed by law) shall indemnify, defend, and hold harmless the other Parties, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from infringement of any United States patent, copyright, trade or service mark, or any other intellectual or intangible property right that occurs in the execution or performance of the Contract and any purchase orders issued under the Contract. Each Party agrees to furnish timely written notice to each other of any such claim. Each Party shall be liable to pay all costs of defense including attorneys' fees relative its indemnities provided in this section. Provider shall notify the Office of the Attorney General when Texas state agencies are named defendants in any infringement lawsuit and Provider may not agree to any settlement without first obtaining the written consent of the Office of the Attorney General.

(b) No Party shall have any liability under this Section 3.28 if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without the affected Party's written approval, (iii) any modifications made to the product by any Party pursuant to customer's specific instructions, or (iv) any use of the product or service by customer that is not in conformity with the terms of any applicable license contract.

(c) If any Party becomes aware of an actual or potential claim under this Section 3.28, or any Party provides the others with notice of an actual or potential claim, Provider may (or in the case of an injunction against any Party, shall), at such Party's sole option and expense; (i) procure for the affected Party the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with a functionally equivalent or superior product or service so that the subject use is non-infringing.

3.29 TERM

The initial term of this Contract shall commence upon the Effective Date and expire on June 30, 2024. If Provider is in compliance with the terms and conditions of this Contract, this Contract will automatically be extended for successive five (5) year periods unless written notice of termination is delivered by either the Provider or GLO to the other at least twelve (12) months prior to the end of the initial term, or any successive five (5) year term then in effect. Notwithstanding the foregoing, this Contract may be terminated at any time if (a) the Legislature of the State fails to appropriate funds necessary for the GLO to perform its then applicable obligations hereunder, unless the Provider is otherwise generating the funds under the terms of this Contract, or by its own action, or through other third party support, as necessary for the Provider to perform its obligations hereunder without financial support from GLO, (b) Provider thereafter becomes unable to operate the Alamo in compliance with this Contract without operating funds or other significant financial support from GLO, unless the Provider is otherwise generating the funds under the terms of this Contract, by its own action, or through other third party support, as necessary for the Provider to perform its obligations hereunder without financial support from GLO, or (c) Provider has breached a material provision of this Contract and such breach remains uncured by Provider within ninety (90) days after written notice thereof is delivered by the GLO to provider ("Cure Period"). In the event Provider is diligently attempting to cure any material default within said ninety (90) cure period, but has not be able to complete such cure, the Cure Period will be extended for an additional ninety (90) days in order to allow Provider with additional time to cure any material default. Notwithstanding the foregoing, the terms and provisions of Section 1.03 pertaining the creation, existence and survival of the Museum Lease (**Attachment H**), will survive any expiration or termination of this Contract, and notwithstanding the expiration or termination of this Contract for any reason, the Museum Lease will remain in full force and effect and a separate and distinct agreement between the GLO and the Provider.

3.30 WINDING UP

In the event of termination of this Contract for any reason, the Parties shall perform the winding up tasks specified below. The Parties agree that the provisions of this Section 3.30 shall survive termination of this Contract.

- (a) The Parties shall account for, and properly present to each other, all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set-off under this Contract;
- (b) Provider shall account and present for inspection to the GLO all State owned Equipment and Improvements, and any materially damaged (normal wear and tear excepted) or missing Equipment and/or Improvements shall be the financial responsibility of Provider unless otherwise provided for herein;
- (c) The GLO agrees to loan to Provider (for the term of the Museum Lease, as extended) all artifacts which are part of the Permanent Collection and exhibits in the Museum, along with all artifact and collection management records, under the terms of a loan agreement;

- (d) Provider shall return all keys, access cards, and security codes to the GLO, and provide GLO with all current computer and network passwords applicable to computers owned by the State;
- (e) Provider shall satisfactorily complete Work in progress at the contracted rate or as otherwise agreed if so requested by the GLO;
- (f) Provider shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the GLO;
- (g) Provider shall execute any documents and take any actions necessary to effectuate the transfer of title of the items identified as belonging to the GLO in Section 3.22(a);
- (h) Provider shall cooperate with any successor manager in facilitating a seamless transition process;
- (i) If GLO agrees to the transfer of any office equipment leases held by Provider, GLO will assume the lease payments under such leases; and
- (j) Upon expiration or termination of this Contract, Provider shall give the GLO copies, in digital form on a CD, DVD, USB device, through a cloud-based service, or other digital medium specified by the Parties, of all State owned documents, films, recordings, or reports compiled by Provider under this Contract.

3.31 DISPUTE RESOLUTION

- (a) The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the GLO and by Provider to attempt to resolve any dispute or claim for breach under this Contract made by Provider or the GLO:
 - (i) Provider's or GLO's claims for breach of this Contract that Provider cannot resolve in the ordinary course of business and which cannot be further resolved by the GLO and the Provider, shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, Provider or the GLO shall submit written notice, as required by subchapter B, to the designated representatives of the other Parties. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Provider and the GLO otherwise entitled to notice pursuant to Section 3.41 below. Compliance by Provider or the GLO with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
 - (ii) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is Provider's and GLO's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract if the parties are unable to resolve their disputes under this Section 3.31.

- (iii) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by GLO nor any other conduct of any representative of GLO relating to this Contract shall be considered a waiver of sovereign immunity to suit.

(b) The submission, processing and resolution of Provider's or GLO's claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found in the Texas Administrative Code.

(c) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance under this Contract by Provider or the GLO, in whole or in part.

3.32 BOOKS AND RECORDS

Provider shall keep and maintain under FASB, full, true, and complete records necessary to fully disclose to the GLO, the State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

3.33 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a minimum of seven (7) years. The period of retention begins at the date of payment by the GLO for the goods or services or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit and/or to complete any administrative proceeding or litigation that may ensue.

3.34 CONFIDENTIALITY

To the extent permitted by law, Provider and the GLO shall keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the GLO to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the GLO; or (c) information that Provider or the GLO is otherwise required to keep confidential by this Contract. Provider can list the GLO as a firm client on Provider's website and may highlight or promote GLO's activities at the Alamo through Provider's social media accounts.

3.35 PUBLIC RECORDS

Pursuant to Texas Gov't Code Chapter 2261, Provider agrees this Contract shall be posted to the GLO's website. Additional information related to the performance of this Contract may be subject to the Public Information Act ("PIA") and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional

charge to the State/the GLO. Provider shall make any information required under the PIA available to the GLO in portable document file (".pdf") format or any other format agreed between the parties. Failure of Provider to mark as "confidential" or a "trade secret" any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the GLO for releasing such information without prior notice to Provider. To the extent required by law, Provider shall notify GLO's General Counsel within one working day after receipt of any third party written requests for information pertaining to this Contract, and forward a copy of said written requests to PIALegal@glo.texas.gov. If request was not written, Provider shall forward the third party's contact information to the above-designated e-mail address. To the extent required by applicable law, Provider agrees that it shall be subject to the PIA.

3.36 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any applicable state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider shall comply with all terms and conditions of the Ground Lease and Management Agreement for Alamo Plaza between GLO and the City, as assigned.

3.37 INDEMNITY

Provider shall defend, indemnify, and hold harmless the State, the GLO and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees, from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from any acts or omissions of Provider or its officers, agents, employees, representatives, suppliers, contractors, subcontractors, assignees, designees, or order fulfillers, or suppliers of contractors or subcontractors in the execution or performance of the Contract and any purchase orders issued under the Contract. Provider and the GLO shall furnish timely written notice to each other of any such claim. Provider shall be liable to pay all costs of defense including attorneys' fees. Provider shall coordinate its defense with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit and Provider may not agree to any settlement without first obtaining the written consent of the Office of the Attorney General.

3.38 ASSIGNMENT AND SUBCONTRACTS

No Party may assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the other Parties. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the GLO of any such subcontractor

performing thirty (30%) or more of the Work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to perform services related to the Contract.

3.39 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)/MENTOR PROTÉGÉ

In accordance with State law, it is the GLO's policy to assist HUBs, whenever possible, to participate in providing goods and services to the agency. The GLO encourages those Parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting subcontractors to assist in fulfilling their obligations with the GLO. Further, Provider shall submit to the GLO a HUB Subcontracting Plan on the form provided by the GLO. The GLO encourages the Parties it contracts with to partner with certified HUBs that participate in the Comptroller's Mentor Portege Program.

3.40 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with the United States and Texas Constitutions, and all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and always shall observe and comply with the United States and Texas Constitutions, federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

3.41 NOTICES

All notices required to be made, delivered or given by this Contract shall be sent as set forth below:

If mailed to GLO:	Chief Clerk General Land Office PO Box 12873 Austin, TX 78711-2873
If hand delivered to GLO:	Chief Clerk Texas General Land Office 1700 Congress Ave., 9 th Floor Austin, TX 78701-1495
If to Provider:	Chief Executive Officer Alamo Trust, Inc. 321 Alamo Plaza, Suite 200 San Antonio, Texas 78205
With a copy to:	Chairman-Board of Directors Alamo Trust, Inc. 321 Alamo Plaza, Suite 200 San Antonio, Texas 78205

With a copy to:

General Counsel
Alamo Trust, Inc.
Kerry T. Benedict
Dykema
112 E. Pecan, Suite 1800
San Antonio, Texas 78205

All notices required to be made, delivered or given by this Contract shall be in writing and shall be deemed made, delivered or given (a) if delivered personally, upon delivery, (b) if delivered by facsimile, upon confirmed receipt, (c) if delivered by same day or overnight delivery one (1) day after such notice was sent, or (d) if delivered by certified or registered mail, postage prepaid, upon three (3) days after such notice was sent. Any party may give notice of a change of its contact information in accordance with the foregoing provisions.

3.42 GOVERNING LAW

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

3.43 ENTIRE CONTRACT AND MODIFICATION

Upon the Effective Date of this Contract, GLO hereby terminates (i) its existing Management Agreement with the Alamo Endowment, and (b) its approval of the July 11, 2015 assignment of the Endowment's rights and responsibilities under said Management Agreement to Provider. Upon its Effective Date, this Contract and its integrated Attachment(s), constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract. This Contract constitutes the entire Contract between the Parties with respect to the subject matter hereof and supersedes all other prior Contracts and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

3.44 AMENDMENT

This Contract may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written Contract executed by the Parties hereto.

3.45 COUNTERPARTS

This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Contract. This Contract shall not be effective as to any Party hereto until such time as this Contract or a counterpart thereof has been executed and delivered by each Party hereto.

3.46 BENEFITS

This Contract is entered into for the sole benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Contract shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public. Further, nothing herein shall be construed as a waiver of any rights which may be asserted by any Party, including the defense of sovereign or governmental immunity.

3.47 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if any of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of a Force Majeure Event, then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming a Force Majeure Event shall promptly notify the other Party of the Force Majeure Event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming a Force Majeure Event shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure Event where it is possible to do so and shall resume performance at the earliest possible date. For all purposes under this Contract, "Force Majeure Event" is generally defined (but is not limited to) as follows:

- (a) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder;
- (b) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (c) pressure waves from devices travelling at supersonic speeds or damage caused by any aircraft or similar device;

(d) a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not);

(e) specific incidents of exceptional adverse weather, soil or ground conditions;

(f) flooding due to the failure of flood prevention improvements and major drainage improvements intended for the protection damage from groundwater induced and storm related events.

(g) failure of infrastructure, including, but not limited to; sanitary and storm wastewater systems, public water systems, streets, highways, and other infrastructure.

(h) tempest, earthquake, hurricane, or any other natural disaster of overwhelming proportions; pollution of water sources resulting from any plane crashing into the Alamo;

(i) discontinuation of electricity supply; or

(j) other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, which in each case directly causes either party to be unable to comply with all or a material part of its obligations under this Contract.

3.48 RIGHTS AND REMEDIES

Each Party shall have the right to pursue all remedies at law or in equity available to it with respect to the any breach or default under this Contract by any other Party. No course of dealing between the Parties and no delay in exercising any right, power or remedy conferred in this Contract now or hereafter existing at law or in equity or by statute or otherwise shall operate as a waiver or otherwise prejudice any rights, powers or remedies of the Parties hereto.

3.49 THIRD PARTY BENEFICIARIES

This Contract confers no rights upon any person or entity other than the Parties.

3.50 PROPERTY AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract.

3.51 SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Contract related to the following subjects shall survive the termination of this Contract: definitions; interpretation; warranties; affirmations; prohibition on debts created on behalf of the State and/or the GLO; limitation of any Provider claim for damages to the amount of funds appropriated for payment but not yet paid to Provider; ownership; intellectual property; third-party reliance; books and records; inspection and audit; records retention period; confidentiality; public records; insurance; taxes; workers'

compensation; unemployment insurance; Provider's obligation to procure and maintain, at its sole expense, all government licenses, authorizations, insurance, waivers, permits, and/or qualifications necessary for Provider or any subcontractors to provide the goods or services described in this Contract; indemnity; assignment and subcontracting; relationship of the parties; compliance with laws; notices; governing law and venue; severability; dispute resolution; merger and integration; invoice and fee verification; property rights; default; and amendment.

3.52 HAZARDOUS SUBSTANCES OR CONDITIONS. Provider shall at all times during the Term hereof comply with all environmental laws applicable to the Alamo. The GLO shall be and remain solely responsible (including for all remediation and/or compliance costs and expenses) for all pollutants, underground storage tanks, surface impoundments, environmental contamination or other sources of pollutants (including, but not limited to, those migrating to or from Alamo property to or from nearby or adjoining properties), and including those discovered as a results of events occurring before, during or after the Term of this Contract. Notwithstanding the foregoing, GLO shall not be responsible for any environmental remediation and/or compliance costs or expenses arising out of, connected with, or resulting from any acts or omissions of Provider or its officers, agents, employees, representatives, suppliers, contractors, subcontractors, assignees, designees, or order fulfillers, or suppliers of contractors or subcontractors in the execution or performance of the Contract and any purchase orders issued under the Contract

3.53 GENERAL AFFIRMATIONS

To the extent they apply, Provider certifies it has reviewed the General Affirmations in **Attachment B**, and that Provider is in compliance with all the requirements contained therein.

3.54 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of competent jurisdiction, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR CONTRACT No. 19-368-000-B952

GENERAL LAND OFFICE

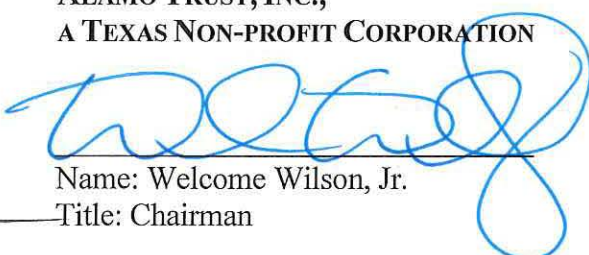

George P. Bush
Texas Land Commissioner

Date of execution: 7.25.19

Div _____

GC 9607

ALAMO TRUST, INC.,
A TEXAS NON-PROFIT CORPORATION


Name: Welcome Wilson, Jr.
Title: Chairman

Date of execution: 7-25-19

The "Effective Date" of this Contract shall be as inserted on page 1 of this Contract by the Parties after (a) approval by Provider's Board of Directors; and (b) approval by GLO.

THE UNDERSIGNED JOINS IN THE EXECUTION OF THIS CONTRACT FOR THE LIMITED PURPOSE TO EVIDENCE ITS APPROVAL OF SECTION 3.43 OF THIS CONTRACT

ALAMO ENDOWMENT, INC., A TEXAS NON-PROFIT CORPORATION


By: _____
NAME: GEORGE P. BUSH
TITLE: CHAIRMAN




ATTACHMENTS TO GLO CONTRACT No. 19-368-000-B952

ATTACHMENT A (ALAMO COMPLEX) – CURRENT ALAMO COMPLEX DRAWING
ATTACHMENT A-1 (MUSEUM PREMISES)– CURRENT MUSEUM PREMISES DRAWING
ATTACHMENT B – GENERAL AFFIRMATIONS
ATTACHMENT C - INITIAL MANAGEMENT PLAN
ATTACHMENT D – COMMUNICATIONS PLAN
ATTACHMENT E - REQUIRED INSURANCE
ATTACHMENT F – SECURITY STANDARDS
ATTACHMENT G - PROVIDER'S ACCEPTABLE USE OF INFORMATION TECHNOLOGY
RESOURCES POLICY AND PROVIDER'S ACCESS TO INFORMATION RESOURCES POLICY
ATTACHMENT H – MUSEUM LEASE

ATTACHMENT A – CURRENT ALAMO COMPLEX DRAWING

ATTACHMENT A
“ALAMO” AND/OR “ALAMO COMPLEX”

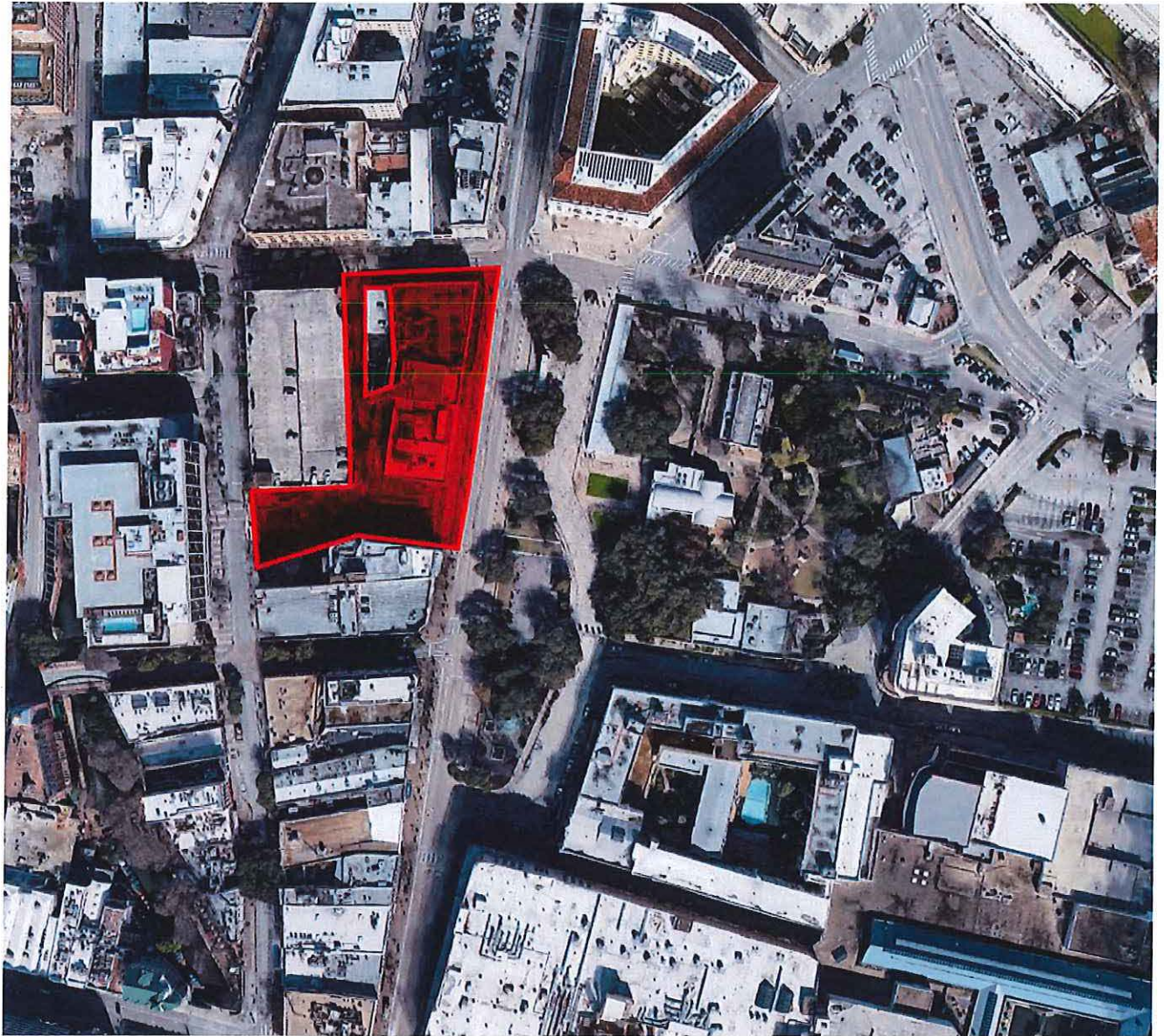


-  Alamo Complex Properties (owned by the State)
-  Alamo Plaza and Other City Property presently leased by GLO
-  Other City Property to be leased by GLO



ATTACHMENT A-1 – MUSEUM PREMISES DRAWING

ATTACHMENT A-1
MUSEUM PREMISES



Museum Premises



ATTACHMENT B – GENERAL AFFIRMATIONS

Attachment **
GLO Contract No. ****
Page 1 of 2

GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.
3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. Section 2155.004 of the Texas Government Code prohibits the GLO from awarding a contract that includes proposed financial participation by a person who received compensation from the GLO to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
6. In accordance with Texas Government Code Section 669.003 (relating to contracting with executive head of a state agency), by entering into the Contract, Provider either certifies that either: (1) it is not the executive head of the GLO, was not at any time during the past four years the executive head of the GLO, and does not employ a current or former executive head of a state agency; or (2) Provider and the GLO have complied with the requirements of the above referenced statute concerning board approval and notice to the Legislative Budget Board. Provider acknowledges that this Contract may be terminated at any time, and payments withheld, if this certification is false.
7. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.
8. The GLO is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The GLO will

cross-reference Providers/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

9. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.
10. Under Section 2155.006(b) of the Texas Government Code, the GLO may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
11. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
12. Provider understands that the GLO does not tolerate any type of fraud. The GLO's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.
13. In accordance with Texas Government Code chapter 2270, by signing the Contract, Provider verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.

NOTE: Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT C – INITIAL MANAGEMENT PLAN

**MANAGEMENT PLAN
FOR
THE ALAMO
BY
ALAMO TRUST, INC.
1 JULY 2019 THROUGH 30 JUNE 2020**

Management Plan for the Alamo
1 July 2019 to 30 June 2020

I. Contents

I. Executive Summary.....	3
II. Paid Staff.....	3
III. Unpaid Staff:.....	3
IV. Operating Environment.....	3
V. Museum Operations.....	4
VI. Museum Facilities	8
VII. Education	8
VIII. Retail Operations.....	8
IX. Event Sales.....	8
X. Marketing.....	9
XI. Budget.....	9
XII. Insurance Coverage.....	9
XIII. GLO-ATI Operating Agreement.....	10

Attachments

Management Plan for the Alamo
1 July 2019 to 30 June 2020

I. Executive Summary

During the period July 1, 2019 to June 30, 2020, the Alamo Trust, Inc. (ATI) will continue to improve the Alamo's educational value, increase its operational efficiency and build its financial support.

In accordance with the Museum's Strategic Annual Operating Plan, ATI has established the major following goals for FY2020:

- Start preservation and restoration of the Shrine of Texas Liberty and Long Barrack
- Advance the Alamo Plan
- Implement new Collections Management Software
- Develop a Collection Management Policy
- Start the application process for the Texas Historical Commission Curatorial Facility Certification
- Establish financial controls and purchasing guidelines policies
- Begin assessment of requirements for the accreditation standards of the American Alliance of Museums
- Conduct a full assessment of the Alamo digital marketing platforms
- Developing sponsorship opportunities
- Begin exploring travelling exhibit opportunities

II. Paid Staff

ATI projects the staff to grow by the end of FY2019/20. Staff size will expand, and contract as needed. Suggested positions may include:

- Chief Financial Officer
- Development Manager
- Additional front-line staff if necessary

Sufficient funding will drive the timing of any additional staffing. (Attachment A contains the July 1, 2019 ATI Organizational Chart.)

III. Unpaid Staff:

ATI plans to increase the current database of volunteers from local, state and nation-wide communities.

July 1, 2019 – Total active volunteers – 42

July 1, 2018 to June 30, 2019 – Total of 6,700 Volunteer hours

IV. Operating Environment

The Alamo draws visitor from all over the world. In FY2018/2019, ATI reported more than 1.5 million visitors, with 6% from San Antonio, 29% from the rest of Texas, 53% from the rest of the United States and 12% from overseas.

V. Museum Operations

Museum Collections

The State of Texas claims title to all artifacts and specimens recovered from the Alamo site or given to the Alamo or Alamo Trust, Inc. These State artifacts and archeological collections are held in trust as part of a collaborative partnership with Alamo Trust to ensure their long-term preservation and interpretation. Alamo Trust's mission is to help to preserve, interpret and promote the natural and cultural heritage in Texas and work in close collaboration with other agencies, museums and historical organizations which share these values. These collections are managed to the standards stipulated in the Collections Management Policy. All archeological excavations and research on the Alamo site are conducted with the required archaeological permits and includes the curation of recovered artifacts and specimens to an on-site repository.

ATI recognizes and accepts its fiduciary responsibility to provide proper management, preservation, and use of the State collections and associated information it holds for the benefit of the public. Staff has legal, professional and ethical obligations to maintain high levels of honesty, integrity and loyalty.

These performance standards are covered in ATI's upcoming Institutional Code of Ethics and Collection Management Policy, which guide the institutional and individual actions of staff, paid and unpaid, interns, volunteers, advisory committee members, board members and the GLO.

Museum Exhibits

Temporary Exhibit: ATI will explore travelling exhibit opportunities. As the preservation project leaves the Alamo grounds short on exhibit space, no other short-term exhibits are planned for FY2020.

Permanent Exhibits: The Long Barrack exhibit was moved to the Annex location due to the ongoing preservation work. This move allows visitors to continue seeing and learning about Alamo artifacts. In general, we are increasing the environmental monitoring and security on high value objects.

Accreditation Process.

ATI will begin the AAM required self-study in 2021. Before this can be accomplished significant improvements need to be made in collection storage and management systems. ATI intends to apply for AAM Accreditation as soon as possible but likely not until 2023. The accreditation process can take up to two years to complete.

Visitation.

In FY2018/2019, more than 1.5 million people visited the church on the Alamo complex. ATI expect a similar visitation pattern for FY2019/2020.

Management Plan for the Alamo
1 July 2019 to 30 June 2020

Programs.

ATI will present an array of public educational and commemorative programs throughout the period covered by this plan. Below is a short summary of major events in FY2019/2020. A full list of events can be viewed on *TheAlamo.org*.

July

4 Independence Day at the Alamo

August

4 Coast Guards birthday celebration

17 Davy Crockett's birthday celebration

September

18 Air Force birthday celebration

28 Cannon Fest

October

12 Fall at The Alamo

13 Navy birthday celebration

November

10 Marine birthday celebration

11 Veterans Day

December

6 Alamo Lights kick off & movie night

7 First Saturday: Homemade Christmas

February

1 First Saturday: Alamo Round Up

22 Evening with Heroes

23 Grand March

24 Never Surrender or Retreat

28 Alamo School Day

Management Plan for the Alamo
1 July 2019 to 30 June 2020

March

- 1 Immortal 32 Arrive
- 2 Texas Independence Day
- 5 Panel Discussion
- 6 Dawn Ceremony
- 6 SRT Ceremony
- 6 DRT Ceremony
- 6 Remember the Defenders
- 7 Grand Lodge of Texas (masons)
- 17 Harp & Shamrock Society

April

- TBD Tartan Day
- TBD King Antonio Investiture
- TBD Pilgrimage
- TBD Air Force Day
- TBD Army Day
- TBD Marine Day
- TBD Navy Day
- TBD Battle of Flowers

May

- 2 First Saturday: Homespun
- 25 Memorial Day celebration

June

TBD

Hours of Operation.

During FY2019/20200, ATI will operate the site during peak season from 9:00am – 7:00pm and during off-peak season from 9:00am – 5:30pm, 7 days/week, closing on Christmas Day.

Management Plan for the Alamo
1 July 2019 to 30 June 2020

ATI reserves the right to alter opening hours due to special events, such as holiday events or Commemoration.

Admission Prices and Discounts.

Below is a summary of current tour prices. ATI might change the prices during the year based on demand and for economic reasons. ATI also has several marketing efforts geared toward increasing sales.

Audio tours:

- \$7 per person
- \$5 for Veterans and their families
- School groups: \$5 per student and educators are free

Guided Walking Tours:

- \$15 per person
- \$10 for Veterans and their families
- School groups: \$12 per student and educators are free

Children's Tours:

- \$12 per person

Living History Tours:

- \$15 per person
- \$13 for Veterans and their families
- School groups: \$12 per student and educators are free

After Hours:

- \$25 per person \$500 minimum

Private Tour:

- \$40 with \$200 minimum

VIP Tours:

- \$100 per person with \$1,000 minimum

Group Tours:

- \$20 per person

VI. Museum Facilities

ATI will continue the regular upkeep of all buildings and outdoor spaces on the Alamo complex. ATI maintains an ongoing schedule for maintenance, grounds keeping and custodian work that must be successfully completed by its facilities staff.

VII. Programs and Collections

A. Staffing

During FY2018/2019, ATI hired a new Senior Director of Programs and Collections. The following departments report directly to her: Archaeology, History & Research, , Education, Visitor Services, Living History and Conservation.

B. Strategic Planning

The Archaeology, History & Research, Collections, Education, Visitor Services, Living History and Conservation departments intend to develop a multi-year forward plan by the end of FY 2019/2020.

VIII. Retail Operations

The Texas General Land Office holds a retail vendor agreement with Event Networks until 2020, which will be assigned to ATI. Event Networks currently rents three locations on the Alamo complex and surrounding areas – The Gift Shop building next to the church, the General Store in the first floor of the Crockett Building and the outside Café in the 1936 garden under the Arbor. ATI continues to support local retail operations and the ecommerce on the web with strategic directs, product ideas, shared advertisements and other tactics.

The Texas General Land Office holds a vendor agreement with Photogenics until 2020, which will be assigned to ATI. Photogenics takes picture of visitors in front of the Church entrance, as well as greenscreen pictures under the Arbor in the 1936 Garden. Photogenics has two retail locations – one in the Gift Shop and one under the Arbor. ATI will continue to support Photogenics to help increase revenues by assisting with branding reviews, product ideas and design suggestions, collaborative advertising and other tactics.

IX. Event Sales

- ATI will continue to offer rental facilities to community and not-for-profit organizations, and appropriately sized private events. (Attachment B outlines ATI's Rental Facilities Policy.)
- Plans are to review overall revenues generated by conducting a business analysis which would include the following:
 - Consider commission from caterers
 - Review base prices
 - Consider dynamic pricing with higher fees for high demand periods

X. Marketing

- Review of social media and digital marketing programs
- Implement new programs to communicate the Alamo Plan
- Develop and implement a strategic marketing communications plan for the Alamo
- Trademarks:
 - The GLO registered the Alamo roofline, façade and words attached as well as just the words "The Alamo" as a trademark
 - ATI manages, tracks and licenses all trademarks related to the Alamo.
 - The GLO manages all legal aspects

XI. Budget

ATI will operate under the GLO prepared operating budget for FY2020, which is approved by ATI management. Budgets thereafter will be proposed to the ATI board for consideration and approval.

XII. Insurance Coverage

ATI maintains and will maintain all insurance coverages specified by the GLO/ATI Operating Agreement.

- Tenant User Liability Insurance Program
- Non-Profit Choice Policy
 - Directors, Officers and Entity Liability
 - Employment Practices Liability
 - Fiduciary Liability
 - Employee Theft Crime
- Commercial Package Policy
 - General Liability
 - Hired & Non-owned Auto
 - Employee Benefits E&O Liability
 - Abuse & Molestation Liability
 - Liquor Liability
- Commercial Umbrella Policy
- Workers Compensation and Employee Liability Policy
- Commercial Volunteer Accident Liability Coverage
- Accidental Death & Dismemberment Benefits
- TULIP Event Insurance Coverage

Additionally, ATI will take over the Fine Arts Policy coverage for the collection in FY2020.

Management Plan for the Alamo
1 July 2019 to 30 June 2020

XIII.GLO-ATI Operating Agreement

The ATI operating agreement was extended with new terms which increase the transparency of the Alamo, reduced the financial risk to the State of Texas and improved the financial management systems.

Douglass McDonald

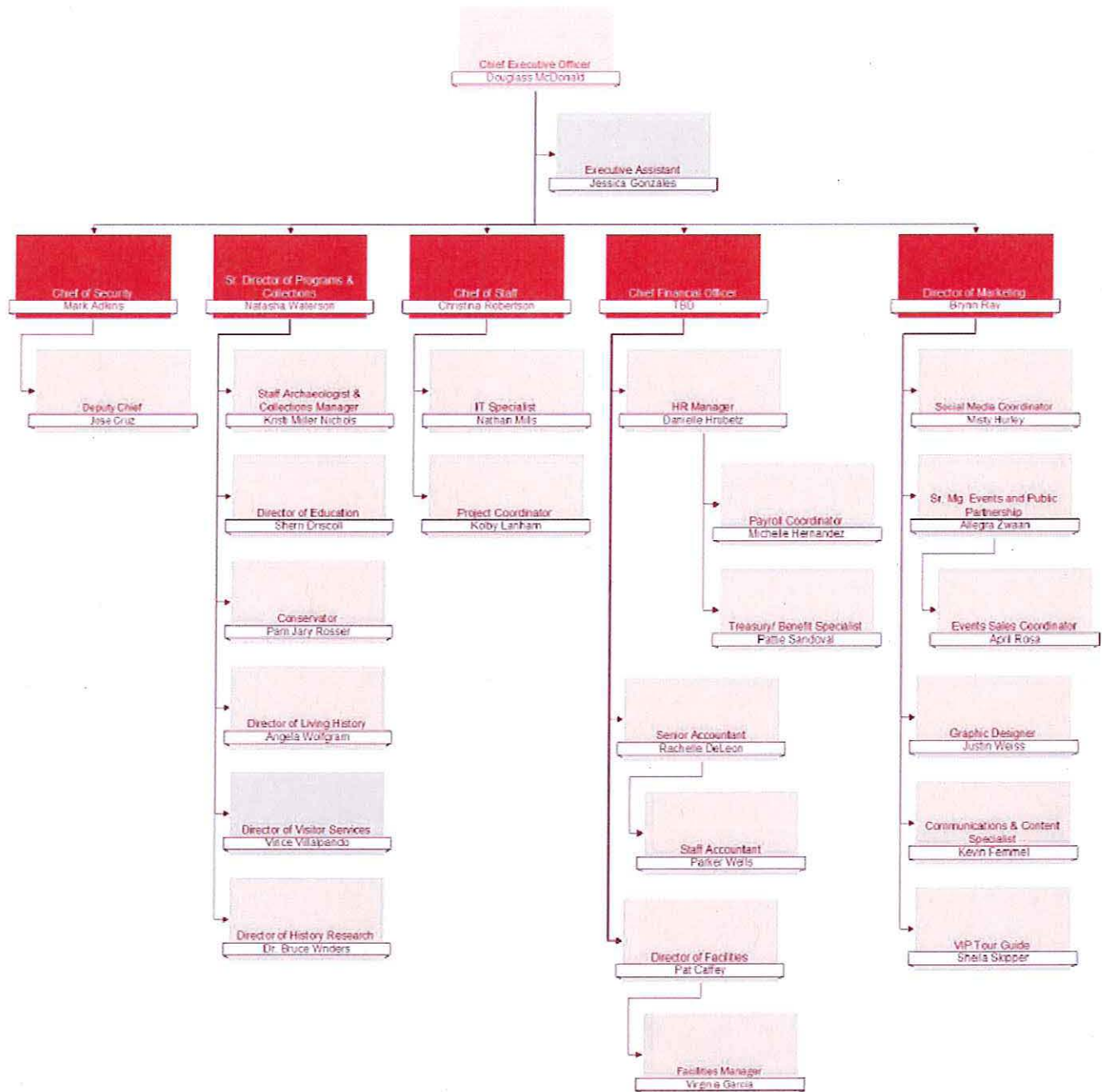
Date

CEO, Alamo Trust, Inc.

ATTACHMENTS

Attachment A -- Organization Chart

Attachment B -- Rental Facilities Agreements



**Rental Facilities Policy
(July 2018)**



Alamo Trust, Inc. - Facility License Agreement

This Alamo Complex Facility License Agreement (this "Agreement") shall be effective on the date this Agreement has been fully signed by the authorized representative of Alamo Trust Inc., a Texas nonprofit corporation ("ATI"), as manager of the **Alamo Complex** ("Facility") for the State of Texas, and _____ ("Licensee"), and when the non-refundable Deposit described below is delivered by Licensee to ATI. To be effective, any change to this Agreement requires a written amendment executed by both parties. This Agreement is limited in time and intended solely for the following function (the "Event") and licensed/rental space ("Licensed Premises"), in accordance with the following terms and conditions:

I. Event Information

Event Name:

Event Date:

Event Time* (not to exceed 6 hours or later than midnight):

*Event and/or Complex operating times are subject to adjustment by Alamo Complex Management in its sole discretion on a case by case basis.

Move-in Time on Event Date:

Type and Description of Event:

Licensed Premises:

- | | |
|--|--|
| <input type="checkbox"/> Alamo Hall | <input type="checkbox"/> Alamo Hall Patio |
| <input type="checkbox"/> South Garden/Grass Area | <input type="checkbox"/> Cavalry Courtyard |
| <input type="checkbox"/> Front of Church | <input type="checkbox"/> After Hours Tour |
| <input type="checkbox"/> Other | |

Other Description:

Estimated Attendance:

_____ Adults (over 21) _____ Under 21 years old

_____ Total Number of Guests (including participants, volunteers, employees, etc.)

Final count and balance is due 5 business days before the event date. A security surcharge of \$125 per ranger per hour plus additional rangers required will be added if attendance is over the confirmed final count.

Alcohol to be Served: ☐ Yes ☐ No

II. Fees, Payment and Reservation

- A. In consideration of the terms, conditions and requirements in this Agreement, Licensee will pay to Alamo Trust Inc. (ATI) the following (among other fees and expenses described in this Agreement):

Licensed Premises Rental Charges

For the Event on the Licensed Premises	\$
Premium for Liability Insurance for Tenant Users of the Facility	\$
<u>Reimbursement of Expenses</u> ^[1]	
Security (___ Ranger(s) \$ 75.00 per hour, for ___ hours)	\$
Custodial (\$ ___ per hour, for ___ hours)	\$
After hour rehearsal (\$ ___ per hour, for ___ hours)	\$

ESTIMATED AGREEMENT TOTAL: \$ _____

- B. ATI will not confirm any reservations until this Agreement is signed and received by both ATI and Licensee, and Licensee pays to ATI a non-refundable deposit of \$ _____ ("Deposit"). If ATI terminates this Agreement prior to the Event for any reason other than Licensee's breach of this Agreement, then ATI will refund the Deposit to Licensee.
- C. The remaining balance of the Estimated Agreement Total is due five (5) business days prior to the Event Date. ATI may cancel Licensee's booking if Licensee fails to pay the Estimated Agreement Total on or before the 5-day deadline. The Deposit and all payments made are non-refundable except as provided in subsection B. immediately above, or in Sections XIV and XV below. Any amounts paid by check shall be made payable to Alamo Trust Inc. A check returned for insufficient funds or a refusal on a credit card payment shall give ATI the right to immediately terminate this Agreement.
- D. Licensee further agrees to pay to ATI, upon demand, any and all sums that are due for additional services, facility space, or accommodations requested by Licensee during the Event, or as otherwise required under this Agreement.

III. Facility and Contractor Services

- A. ATI will provide an on-site Event Coordinator ("Event Coordinator") and basic Facility security and custodial personnel as it deems necessary for the nature and attendance of the Event. Additional personnel will be assigned as needed, at the expense of and in prior coordination with Licensee, based on details of the Event and the scope and use of the Licensed Premises.
- B. Should Licensee request personnel, services, accommodations, or materials in addition to those ordinarily provided for the Licensed Premises, and which ATI or its designee agrees in writing to provide, such as special set-ups or special labor requests, Licensee shall make a written request to the Event Coordinator for those services no later than thirty (30) days prior to the Event date. Extra charges for any such services will be charged to Licensee as determined by ATI and as approved by Licensee.
- C. Catering must be handled by any of ATI's required caterers ("Caterer") as approved by the Event Coordinator. The costs of any and all catering arrangements made by Licensee are not included in this Agreement, and payment of such costs is the sole responsibility of Licensee. The caterer

must provide ATI with a diagram of the table, chairs, stage and other equipment to be used on the Licensed Premises at least ten (10) days prior to the Event to be approved by the Event Coordinator. The proposed diagram must be in compliance with all applicable fire codes. **Licensee agrees to comply with all Texas Alcoholic Beverage Commission (TABC) laws and regulations. No alcoholic drinks are permitted to be served during the last thirty (30) minutes of the Event Time or thereafter.**

Licensee's Approved Caterer: _____

- D. Audio/visual equipment and services must be handled by any of ATI's required audio/visual equipment contractors ("Audio/Visual Contractor"), or another audio/video contractor approved by the Event Coordinator at least ten (10) days prior to the Event. The costs of any and all audio/visual equipment and services required by Licensee are **not** included in this Agreement, and payment of such costs is the sole responsibility of Licensee. Licensee shall coordinate all audio/visual equipment arrangements with the Event Coordinator and a representative of the audio/visual contractor. The audio/visual contractor must provide ATI with a diagram and description of all equipment to be used on the Licensed Premises at least seven (7) days prior to the Event for approval by the Event Coordinator. The proposed diagram must be in compliance with all applicable fire codes.

Licensee's Approved Audio/Visual Contractor: _____

- E. Tents, furniture, lighting, stage, table and chair rental must be handled by any of ATI's required equipment providers ("Equipment Provider"), or another equipment contractor approved by the Event Coordinator at least thirty (30) days prior to the Event. The costs of any and all such equipment and related services required by Licensee are **not** included in this Agreement, and payment of such costs is the sole responsibility of Licensee. Licensee shall coordinate all equipment arrangements with the Event Coordinator and a representative of the equipment provider. The equipment contractor must provide ATI with a diagram and description of all equipment to be used on the Licensed Premises at least ten (10) days prior to the Event for approval by the Event Coordinator. The proposed diagram must be in compliance with all applicable fire codes. ATI may have a limited quantity of tables, chairs and other equipment available at the Licensed Premises upon request. ATI charges rental fees for its equipment, however Licensee will not be responsible for any set up or take down costs associated with such equipment.

Licensee's Approved Equipment Provider: _____

- F. Licensee shall disclose to the Event Coordinator in writing all other service contractor(s) to be engaged for the Event by completing and delivering the attached Exhibit A at least thirty (30) days prior to the Event. Licensee shall provide ATI with details of all arrangements entered into with service contractors, including but not limited to audio/visual, musicians, florist, photographers, decorators, etc. Any services and fees of a contracted decorator, entertainer, or other service provider are solely the responsibility of the Licensee. All arrangements for such services are the obligation of the Licensee and are subject to the approval of the Event Coordinator. Licensee shall communicate directly with the Event Coordinator to ensure that all service contractors, other than ATI's required service contractors, have been vetted and

approved by the Event Coordinator, and maintain all insurance required by ATI. ATI reserves the right to deny entry to any service and/or equipment provider that is not pre-approved by ATI or the Event Coordinator pursuant to this Section.

- G. No set-up/tear-down will be allowed during the Facility's public hours without prior consent of ATI and the Event Coordinator. Licensee must arrange for any applicable deliveries to be made only on the Event Date and only to a representative of the Licensee. ATI is not liable for any deliveries made to Licensee, including coordination, time, and/or receipt, and will not accept or store delivered materials on behalf of the Licensee.
- H. Licensee understands that all music and amplified sound must stop playing by 10 p.m. by City of San Antonio ordinance. Amplified sound must not exceed 80 decibels, specifically in the adjacent exhibit space or near the walls of the historic structures. Licensee agrees that any musicians, disc jockeys, or other entertainment will be required to notify ATI staff, in advance, of their equipment type, electrical set-up, and requested delivery schedule. ATI is not responsible for providing any equipment or set-up of equipment. Floor protection, approved by the Event Manager at least seven (7) days in advance of the Event, must be used under all musician/DJ/entertainer equipment during move-in, performance, and move-out. ATI reserves the right to prohibit any equipment needing more electrical power than the standard outlet provides, or any equipment deemed inappropriate by ATI.
- I. **ATI will not provide or guarantee parking. Parking rights are not included in the Agreement and will not be provided by ATI. Licensee must negotiate parking arrangements for the Event with third party providers independently.**

IV. Release of Space

If Licensee does not use all or any portion of the Licensed Premises for the entire rental period described in the Agreement, Licensee will forfeit all payment made for the unused time or space.

V. Use of Licensed Property and Equipment

- A. The Licensed Premises and equipment may be used only for the purpose of the Event described above, and in accordance with any application signed by Licensee and/or notification sent to Licensee concerning the Event, and for no other purpose without the prior written consent of ATI, which consent may be granted or denied in its sole discretion. ATI reserves the right at all times, and before, during and after the Event, to review and approve the intended and actual use of the Licensed Premises.
- A. Licensee understands that move-in may not begin until the Move-In Time on the Event Date stated in Section I. Licensee will be given up to four (4) hours for move-in prior to the Event Time and one (1) hour after the end of the Event Time for move-out. Additional time for move-in and move-out can be purchased for \$100 per hour, if scheduled and available upon request.
- B. Licensee may use the Licensed Premises for the sole purpose of rehearsing the Event on a date and time mutually agreeable between the Licensee and ATI, if available. Rehearsal shall not

exceed one (1) hour. Rehearsals shall be held between the hours of 9:00 a.m. and 6:00 p.m. Rehearsals must be conducted in a manner that does not disturb or disrupt the general public's access to the Facility. Licensee shall pay ATI \$300 per hour for any rehearsal extending past 6:00 p.m. No rehearsal will be permitted after 8:00 p.m.

- C. Licensee understands that ATI has sole approval as to all catering and concession rights, and that no food or beverage, with or without charge, samples or otherwise, may be served or distributed by Licensee or Licensee's contractors or guests without the prior written consent of ATI. Further, Licensee will not allow any Event attendee to bring food or beverage into Licensed Premises including, without limitation, alcoholic beverages. Only caterers with valid licensing from the Texas Alcoholic Beverage Commission and approval of ATI may bring and serve alcoholic beverages on the Licensed Premises. The Licensee understands that the only areas where alcoholic beverages can be distributed and taken by guests are strictly limited to Alamo Hall, Alamo Hall Patio and the Alamo Hall Gardens.
- D. ATI reserves the sole and exclusive right to sell souvenirs, novelties, or other merchandise at the Event.
- E. All staff and contracted personnel of the Licensee agree to conduct themselves in a polite and professional manner and will adhere to the rental and guest policies of ATI for the Facility at all times. During public hours, it is the responsibility of Licensee to maintain a noise level respectful of Facility visitors.
- F. The Alamo Shrine, Long Barracks and Gift Shop are not included in the Licensed Premises. Licensee will not allow attendees into these areas or other areas of the Facility outside of the Licensed Premises without prior arrangement with, and approval of, ATI. Absolutely no food or drink, outside equipment, floral or decorations may be taken into these areas or any other areas of the Facility other than those approved by the Event Coordinator. Photography, videography, and audio recording are strictly prohibited in the Shrine, Long Barracks and Gift Shop.
- G. All items, decorations, equipment, supplies, food and beverages brought in by Licensee or its contractors, and the trash and refuse generated during the Event, must be removed by Licensee or its caterer immediately after the close of the Event.
- H. Licensee will not cause or permit nails, screws, hooks or any other objects to be driven into any part of the Facility, nor cause or permit any changes, alterations, repairs, painting, or staining of any part of the Facility or furnishing or the equipment thereof, nor do or permit any action that will damage or change the finish or appearance of the Facility or its furnishings or equipment. Tape or other adhesive materials may not be applied to walls or other surfaces of the Facility. All items that could rise to the ceiling, including balloons, and all decorations or items that scatter or stick, such as glitter, confetti, rice, rose petals and sparklers, are prohibited. The following items are also prohibited on the Licensed Premises: kites, laser lights, fireworks, flocking and fog machines. No candles of any kind are permitted unless protected by lamps which extended at least one (1) inch above the flame, put in holders which prevent the spilling of wax and are pre-approved by the Event Coordinator. No plants or floral arrangements are permitted unless delivered by a cold storage floral shop. Outdoor flowers, plants and live animals (except for licensed and registered service animals) are prohibited.

Banners and other hanging items require prior approval from the Event Coordinator and, if approved, will be hung by ATI personnel or another approved contractor.

- I. Licensee will pay, upon demand, a fee for cleaning or repairing any damage to Facility, or cleaning, repairing, or replacing the fixtures, furnishings, or equipment thereof caused by an act of Licensee or any of Licensee's employees or agents or anyone attending the Event. The amount of the fee shall be the actual cost of cleaning, repair, or replacement or \$1,000.00, whichever amount is greater. Such cleaning or repair shall be conducted by ATI.
- J. Only one representative of the Licensee will have decision-making authority on behalf of the Licensee to confer with the on-site Event Coordinator while in the Facility. This representative must remain on-site throughout the Event and until all contracted agents, including move-out crews, and attendees have left the Facility.
- K. ATI and its staff are not responsible for the dissemination of Event information to the public, Licensee's guests or any other entity. ATI is not responsible for message service for Licensee or persons attending the Event.
- L. ATI reserves the right to remove from the Facility, through its designee or security or police, any person who violates the law or a rule or policy of ATI for the Facility.
- M. Licensee agrees to abide by the rental policies and procedures included in this Agreement. If a provision of any other written ATI or Facility policy document conflicts with this Agreement, this Agreement prevails.
- N. All portions of sidewalks, entries, passages, halls and all ways of access to public utilities of the Facility shall be kept unobstructed by the Licensee during set-up/tear down, and during the Event, and shall not be used for any purpose other than ingress and egress to and from the Licensed Premises. Licensee will not permit any chair, movable seat, or other obstruction to be in an entrance, exit, or passageway of the Facility, and will keep those areas clear at all times. Licensee shall immediately relocate any obstruction at the instruction of ATI personnel. ATI has the right to close the Event if a violation of the capacity limit occurs. At no time may attendance at the Event exceed the designated capacity as determined by the San Antonio Fire Marshal. Failure to comply will result in an immediate termination of the Event.
- O. Casino and other gaming functions are prohibited in the Facility.
- P. Children on the Licensed Premises must remain under the direct supervision of an adult at all times.
- Q. Licensee may not use the name **The Alamo** or any similar name for any purpose on printed invitations, literature, or other media, except as the designated Event location. Licensee may not use the State's trade names, trademarks, product or service names, logos, and copyrights involving The Alamo, including the Facility's likeness, interior and exterior images of the Facility, and the Facility's logo, for any purpose without the prior written consent of the Texas General Land Office, which consent may be granted or denied in its sole discretion.

- R. Licensee understands that access to the Alamo Shrine and Long Barracks exhibit areas are not included in the standard rental rate.
- S. Smoking is prohibited in all areas of the Licensed Premises, whether enclosed and outdoor. In accordance with the San Antonio Municipal Code, for purposes of this Agreement "smoking" means: inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product intended for inhalation, in any manner or in any form. This provision applies to Licensee and its contractors and guests. It is the responsibility of Licensee to prohibit guests from smoking while on the Licensed Premises. Smoking by Licensee or guests in any area of the Licensed Premises is a violation of this Agreement and may result in termination of the Agreement in ATI's discretion.
- T. IF PERMITTED: Licensee and Licensee's guest may be permitted to enter designated parts of the Facility for the sole purpose of using the restrooms. Licensee and Licensee's guest will not cross any barriers restricting access to the Facility's other areas and will follow the directions of ATI's security personnel regarding restricted areas.

VI. Indemnity

IN CONSIDERATION OF THE PRIVILEGE AND RIGHT UNDER THIS AGREEMENT OF THE USE OF THE LICENSED PREMISES WITHIN THE FACILITY, LICENSEE, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND REPRESENTATIVES HEREBY AGREE TO FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS ATI, THE STATE OF TEXAS AND THE GENERAL LAND OFFICE, AND ALL OF THE AGENTS, REPRESENTATIVES, HOSTS/EMPLOYEES OF THE FOREGOING INDEMNITEES, FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITIES OR DAMAGES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, PROPERTY DAMAGE OR PERSONAL INJURY (INCLUDING DEATH), ARISING FROM OR BASED UPON THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS ON THE PART OF LICENSEE, ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, MEMBERS, VISITORS, CONTRACTORS AND SUBCONTRACTORS WHICH ARISES OUT OF OR RESULTS FROM LICENSEE'S OCCUPANCY OR USE OF THE LICENSED FACILITIES AND/OR ANY PART OF THE FACILITY AND/OR ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS AGREEMENT, EVEN THOUGH ATI, THE STATE OF TEXAS AND/OR THE GENERAL LAND OFFICE OR ITS/THEIR AGENTS, REPRESENTATIVES, EMPLOYEES WERE OR MAY HAVE BEEN NEGLIGENT (ACTIVE OR PASSIVE) IN WHOLE OR IN PART IN CONNECTION WITH THE OCCURRENCE, DAMAGE, INJURY OR DEATH.

EXPRESS NEGLIGENCE:

THE FOREGOING INDEMNITY AND DEFENSE OBLIGATIONS EXPRESSLY APPLIES TO ANY NEGLIGENCE OR GROSS NEGLIGENCE (ACTIVE OR PASSIVE) OF ATI, THE STATE OF TEXAS, THE GENERAL LAND OFFICE, ITS/THEIR AGENTS, REPRESENTATIVES, EMPLOYEES WHO MAY SOLELY, PARTIALLY, OR HAVE CONTRIBUTED TO ANY OCCURRENCE, OMISSION, OR ACT RESULTING IN BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. IT IS UNDERSTOOD THAT THE LICENSEE IS EXPRESSLY INDEMNIFYING ATI, THE STATE OF TEXAS AND THE GENERAL LAND OFFICE AND THEIR AGENTS, REPRESENTATIVES, EMPLOYEES FROM THE ACTS AND CONSEQUENCES OF THEIR OWN NEGLIGENCE OR GROSS NEGLIGENCE, IF ANY, REGARDLESS OF WHETHER SUCH NEGLIGENCE WAS SOLE, CONTRIBUTING OR COMPARATIVE. THIS INDEMNITY

INCLUDES FULL INDEMNIFICATION AND DEFENSE FOR ALL DAMAGES AND CLAIMS SUSTAINED AND/OR WHICH COULD BE ASSERTED BY, THROUGH, UNDER, OR ON BEHALF OF THE LICENSEE, INCLUDING ALL CLAIMS FOR BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH ASSERTED BY, THROUGH OR UNDER THE LICENSEE, HIS/HER LEGAL REPRESENTATIVES, HEIRS, GUARDIANS OR NEXT FRIEND(S). THE INDEMNITY AND DEFENSE OBLIGATIONS INCLUDES ALL CLAIMS, DEMANDS, JUDGMENTS, SETTLEMENTS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF THE ATI, THE STATE OF TEXAS, AND/OR THE GENERAL LAND OFFICE. ATI, THE STATE OF TEXAS, AND/OR THE GENERAL LAND OFFICE HAVE THE RIGHT TO SELECT COUNSEL.

VII. Insurance

- A. Licensee shall purchase insurance coverage for the Event by paying the premium for ATI's Tenant User Liability Insurance Policy, which is included as a separate charge to Licensee in this Agreement.
- B. ATI reserves the right to review the insurance requirements of this Agreement from time to time, and to modify the required insurance coverage and limits when deemed necessary and prudent based upon changes in statutory law, court decisions, circumstances surrounding the Agreement or the Event, but in no instance will ATI allow modifications under which ATI and/or the Facility may incur increased risk.

VIII. Copyright Indemnification

Licensee agrees to assume full responsibility for complying with the Federal Copyright Act of 1976 and any regulations issued thereafter including, but not limited to, the assumption of any and all responsibilities for paying royalties which are due for the limited use of copyrighted works during portions of Event to the copyright owner, or representatives of said copyright owner.

IX. Observance of Laws

Licensee will not violate or permit the violation of the laws of the United States, the State of Texas, Bexar County, the City of San Antonio, or any other applicable law, while on the Licensed Premises. The Licensee agrees that every employee, agent, and attendee connected with the Event shall comply with all such laws. If the Licensee is informed or knows of such a violation, Licensee will immediately desist from and correct the violation.

X. Non-Discrimination

Licensee agrees not to discriminate on account of race, color, religion, ethnicity, gender, age, or disability in the use of the Licensed Premises. ATI reserves the right to refuse rental to any individual, group, or event that, in the opinion of ATI, is discriminatory in nature.

XI. Performance Quality

Licensee hereby agrees that no activity, performance, or entertainment (attraction) shall occur on Licensed Premises that is potentially dangerous to attendees or the public or that is illegal,

indecent, obscene, or immoral. If the Event Coordinator concludes that any portion of the Event would be indecent, obscene, or immoral to persons of ordinary sensibilities, then the Event Coordinator has the right to demand that the Licensee immediately terminate that activity, performance, or entertainment.

XII. Personal Property

Licensee understands and agrees that all personal property of Licensee, its agents, employees, and attendees brought into Facility is at the sole risk of Licensee, its agents, contractors, employees, and attendees, and that ATI and its employees shall not be held liable for loss, theft, vandalism, damage, or injury of any kind to said property.

XIII. Abandoned Items

All items left by Licensee after the specified move-out time, without prior written approval of the ATI, are deemed abandoned and shall be disposed of by ATI at Licensee's expense. ATI is not responsible for maintaining, storing, or returning abandoned items. Licensee agrees to hold ATI harmless for the disposition of those articles.

XIV. Impossibility of Performance

If the Facility or any portion thereof is destroyed or damaged by fire or other calamity or damage so as to prevent the use of the Licensed Premises for the purposes and during the period specified in the Agreement, or if the use of the Licensed Premises by Licensee is prevented by a strike, lockout, blackout, material or labor shortage, restrictions by any governmental authority, civil riot, natural disaster, or any other cause beyond the control of ATI, the Agreement shall terminate. ATI shall not be liable or responsible to Licensee for any damages caused by such termination and Licensee hereby waives any claim against ATI for damages by reason of such termination, except that any unearned portion of the rent due shall abate and the portion previously paid shall be refunded.

XV. Cancellation/Termination

In the event ATI cancels this Agreement without cause, or is subsequently unable to provide the Licensed Premises for the Event for any reason, ATI will refund any amounts previously paid to ATI under this Agreement, including any Deposit. In the event that Licensee breaches any terms or conditions of this Agreement, ATI shall have the right to terminate this Agreement in its entirety, retain all Deposits and funds previously paid to ATI, enter and obtain immediate possession of the entire Licensed Premises, remove and exclude any and all persons from the Licenses Premises and Facility, and remove and exclude all property of Licensee from the Licensed Premises, all without notice or resort to legal process and without any legal liability on its part.

XVI. Authorized Agent

The signer of the Agreement for Licensee hereby represents that he or she has full authority to execute the Agreement on behalf of the Licensee.

XVII. Mediation

If a dispute arises from or relates to this Agreement, and if the dispute cannot be settled through informal negotiations among the parties involved therein, the controversy shall be referred to the voluntary settlement procedure known as mediation which process shall be governed by the Texas Civil Practice & Remedies Code, Section 154.002, et seq. If the parties cannot agree to a mutually acceptable mediator, they shall request the Presiding Judge of the State District Court of Bexar County, Texas to appoint a mediator or, in the absence of a Presiding Judge, the Judge of the lowest-numbered State District Court in Bexar County, Texas. The mediation process shall continue until the controversy is resolved or the mediator makes a finding that there is no possibility of settlement through mediation or any party chooses not to continue further. The parties shall share all costs and expenses of the mediator equally.

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NO PARTY SHALL BE AWARDED PUNITIVE OR EXEMPLARY DAMAGES IN ANY LITIGATION OR DISPUTE HEREUNDER.

The provisions set forth in this Article XVII shall survive the expiration or termination of this Agreement.

XVIII. Miscellaneous

This Agreement may be not be assigned by Licensee without ATI's prior written approval. This Agreement shall be construed under the laws of the State of Texas (other than the choice of law provisions of such laws). This Agreement has been negotiated and executed and is performable in Bexar County, Texas, and the parties agree that any legal proceedings brought by either party pursuant to this Agreement will be brought in Bexar County, Texas. If any action at law or in equity or other proceeding is brought to interpret or enforce this Agreement, or in connection with any provision of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and other costs reasonably incurred in such action or proceeding. This Agreement contains the entire and only agreement between the parties and no oral statements or representations or prior written matter not contained or referred to in this instrument shall have any force or effect. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute but one and the same document.

(Signatures appear on the following page.)

LICENSEE:

Name (Print)

Address

City

State

Zip Code

Authorized Agent (Print)

Title

Authorized Agent (Signature)

Date

ATI:

Alamo Trust Inc., a Texas non-profit corporation

321 Alamo Plaza, Suite 200
San Antonio, Texas 78299

Allegra Zwaan, Special Events Manager

Date

Exhibit A
Vendor/Contractor Disclosure and Licensee Request Checklist
(due no later than 30 days prior to the Event Date)

- a. Vendor's list must be provided to venue with a contact number, e-mail address, and a detailed description of services, to be approved by ATI. *Initial*
- b. Any décor that requires hanging items inside and/or outside of the pavilion (ie. bistro lighting, chandeliers, draping, and chupah) must be provided and installed by a licensed vendor and adhere to Alamo Complex standards imposed by ATI from time to time. *Initial*
- c. Is there a musical or entertainment performance at the event?

- d. Alcohol beverages: (check one)
 - ☐ Will not be allowed or available
 - ☐ Will it be a hosted bar
- e. A timeline must be provided to the venue at least ten (10) days prior to the event.
 - *Initial*

[1] The security and custodial services described herein are necessary for the protection and preservation of the Facility. Such services shall not be deemed to be for the benefit of the Licensee and are not being sold to the Licensee; however, Licensee agrees to reimburse the ATI its costs of such services in the amount stated in Section II.A.

Alcohol Addendum

This Addendum is entered into this 9 day of September, 2019, between Alamo Trust Inc., a Texas non-profit corporation, as manager of the Alamo Complex ("Facility") (herein referred to as "ATI") and Quadient (herein referred to "Licensee"). All terms not defined herein shall have the same meaning as set forth in the Facility License Agreement to which this Addendum is attached.

1. The Event is private, by invitation only, not open to the public.
2. Alcohol may be served at Events held in Alamo Hall Patio, South and Center Gardens, and at no other location in the Facility. Licensee, its vendors, and all individuals serving alcohol must comply with all Federal, State and Municipal laws and ordinances relating to the distribution and service of alcohol. Organizations and individuals must also comply with the guidelines stated in this Addendum and the attached policy (Alcohol Addendum-1).
3. Licensee shall hire a caterer with a Texas state liquor caterer's license. Such caterer must furnish ATI with a copy of their Texas state liquor catering license, and their certificate of insurance (which in all cases must be pre-approved by ATI in its sole discretion). Please note that food-catering companies that subcontract the alcohol service are not acceptable, unless otherwise approved in writing by ATI. ATI, Alamo Endowment, Remember the Alamo Foundation, the State of Texas, and the Texas General Land Office shall all be named as additional insureds on all required insurance policies. ATI, Alamo Endowment, Remember the Alamo Foundation, the State of Texas and/or the Texas General Land Office will not be liable for any accident, whether on or off the Facility, resulting in injury incurred from the distribution, service or consumption of alcohol.

4. Licensee shall defend, indemnify and hold harmless ATI, Alamo Endowment, Remember the Alamo Foundation, the State of Texas and the General Land Office, and its/their respective directors, officers, employees and agents from and against any and all suits, actions, claims, liabilities, losses, damages, payments, judgments, settlements, penalties, fines, costs and expenses, including, but not limited to, legal fees asserted against or incurred by the enumerated parties, or any of them arising out of or relating to an injury incurred from the distribution, service or consumption of alcohol, whether on or off the Facility.
5. During the course of an Event where alcohol is served, ATI reserves the right to require additional security (at Licensee's cost and expense), limit the number of invitees, or to close down the Event early if ATI determines it to be in the best interest of public safety and necessity. If the Event is closed down early, there will be no refund of any fees or charges.
6. The service of alcoholic beverages is subject to the terms of this Addendum, the terms of the Facility License Agreement to which this Addendum is attached, and in accordance with the attached Alamo Complex alcohol policy attached hereto as Alcohol Addendum-1.
7. All alcohol must be served only by a licensed caterer or beverage provider and any required documents must be provided to the local TABC office prior to and following the Event.

Agreed and Accepted:

Licensee:

Signature: _____

Date: _____

Alamo Trust Inc.

FACILITY LICENSE AGREEMENT

Alcohol Addendum-1 Alcohol Policy for Events

The purpose of this policy is to establish procedures for Events where alcohol will be served. Events at the Facility where alcohol will be served can only be held in the Alamo Hall Patio, South and Center Gardens.

The alcohol servers have the right to request a picture ID from anyone. All guests are required to be able to provide a valid ID to be served. No one under the age of 21 will be served alcohol. Any guest providing alcohol to a minor (under the age 21) will be required to leave the grounds immediately, escorted by an Alamo Ranger. Beverages containing alcohol are not allowed to leave the Facility and must stay inside the designated areas where alcohol is permitted as set forth above.

Times for serving alcohol must be specified for each Event. Alcohol service will be concluded after an announcement is made at least 30 minutes prior to the contracted ending time for the Event. No alcohol will be served after thirty (30) minutes prior to the end time of the Event as specified on the Facility License Agreement.

No alcohol shall be self-served by a guest of a Event. If alcohol is found being self-served at an Event, the alcohol will be removed and placed behind the bar or removed from the area.

No Event will be allowed to provide drink "set-ups" (non-alcoholic liquids for mixing) and allow its individual guests to bring their own alcohol for consumption onto the Facility. This prohibition also includes beer and wine.

No cash, coupon-type or pay-by-consumption bar will be permitted. An open bar layout (i.e. no form of payment required to receive alcohol) is the only arrangement that is permitted. Events that allow a specified number of drinks per person and then payment is required for each drink thereafter are prohibited. Events that allow top shelf alcohol for an additional or up-price are prohibited.

For an Event at which alcohol is served, additional fees required by ATI will be included in the rental charges set forth in the Facility License Agreement.

Alamo Rangers will be stationed at the Event as required by ATI.

Only one external entrance/exit to the Event will be provided for alcohol. All alcohol will be transported, by the caterer, in and out of this entrance/exit at the beginning and the end of the Event.

No one is to be over served at the discretion of bartender, caterer or Alamo Ranger.

Any guest acting inappropriately or disrespectful in the opinion of an Alamo Ranger will be required to leave the grounds immediately.

Alcohol service at an Event may be discontinued at the discretion of an Alamo Ranger at any time.

Agreed and Accepted:

Licensee:

Signature: _____

Date: _____

Communications Plan

Part A:

Alamo Communications Management Plan

The Texas General Land Office (GLO) and Alamo Trust, Inc. (herein being sometimes referred to as ATI or Provider) must work together to effectively communicate the progress made during the preservation and restoration of the Alamo and the historic 1836 Alamo Battlefield.

Communication with media entities and stakeholders must be coordinated to ensure a unified message is presented. As the Alamo Master Plan is put into effect and preservation and archeological studies begin at the Alamo, the GLO will continue to take lead on outward facing public and political communications for the project. As outlined by the Alamo Management Agreement, communications regarding marketing and tourism of the Alamo complex will continue to be coordinated by ATI.

Communication Goals:

- Keep Texans and the media informed of Alamo project timeline and restoration progress
- Provide clear insight and communication between GLO and Alamo project teams into any decisions needed or roadblocks
- Provide structured opportunities for feedback from GLO/Alamo project team
- Give GLO/Alamo project team needed info to gain public acceptance of the project
- Identify key audiences (Texans, San Antonio, Elected Officials)
- Determine communications strategy for moving forward in aftermath of SACC vote.

Communications Management:

In the interest of functionality and expediency of GLO/ATI communications, Brynn and Karina should work together to handle communications as respective directors before escalating to the full Alamo project team. Working together, the team should be able to anticipate questions and ensure one united message is put forward for public consumption.

Press Releases/ Media Advisories

All press releases/media advisories must originate from TXGLO. If the Alamo believes a press release is needed, Brynn will submit a written request to Karina for GLO review. If approved, the GLO will take primary lead on drafting the release. ATI may submit draft releases for review by the GLO. These releases will be reviewed by the GLO on a case-by-case basis. The GLO has final review/approval of all press releases and communications regarding the Alamo Master plan and preservation project.

Press releases will be sent out under the Alamo header by the GLO. In addition, decisions

regarding quotes from Commissioner Bush will be at the sole discretion of the GLO. The GLO maintains a frequently updated list of press contacts covering both statewide and San Antonio media outlets. No distribution of press releases/media advisories will come from ATI regarding the Alamo Management, Master Plan and preservation. All media targeting decisions will be made by the GLO.

Media Requests

Karina Erickson serves as the media point of contact for the GLO. All GLO requests for media regarding the Alamo will be directed to Karina. Brynn serves as the media point of contact for ATI.

All ATI media requests pertaining to Alamo Management, Master Plan and preservation must be coordinated with GLO prior to any interview or response. This includes written responses to media inquiries submitted to the Alamo. Outlet, name of reporter and topic of interview must be provided to GLO Communications. This allows both teams to track media coverage, coordinate responses and recognize potential media issues/red flags.

Interviews occurring during presentations and major public events may be conducted on an as need basis. Outlet, name of reporter and topic of interview must be provided to Karina after the interview has concluded.

Social Media

The ATI social media accounts are held under the umbrella of the GLO for advertising and security purposes. ATI is responsible for posts and content creation of their respective accounts. Passwords for all ATI managed accounts must be shared with the GLO (FB, Twitter, Instagram, Medium). Creation of any new social media account must be approved by the GLO. All posts and responses on social media must be respectful to the history of the Alamo and fact based. To effectively and professionally communicate the message of the Alamo project, all individuals with access to official social media accounts must pay attention to grammar, spelling, sentence structure and punctuation.

Standard Practices:

No post on social media may contain engagement baiting: ex: vote, reaction, share, comment or tag baiting. Under current algorithms, posts or tweets using engagement baiting will be demoted.

Priority will be given to videos, due to higher levels of performance and engagement based upon Facebooks current algorithm.

Links to stories must be removed once thumbnail image populated for ease of reading and clarity for the reader.

All hashtags on Twitter or Instagram must be checked for accuracy before usage on official platforms.

Actively respond to comments in a respectful, fact based manner using official channels.

The Official Alamo Page:

Objective: Official Marketing and Communications for the Alamo. Can be used to promote tourism, historical destination and respond to false statements and misconstrued history.

Managed by ATI. Platforms live under the GLO umbrella. Comments with factually inaccurate information posted on the page should be responded to in respectful, fact based manner through official channels.

Channel managed by ATI. Clear approvals from GLO are required before any statements are made. Comments with factually inaccurate information posted on the page should be responded to in respectful, fact based manner.

Bella the Alamo Cat:

Objective: Lighthearted approach to marketing Alamo tourism and events, dispels false information and data.

Channel managed by ATI.

Alamo Blog:

Objective: Convey history and stories of the Alamo, explain recent news and events surrounding the Alamo complex.

Managed by ATI.

Save the Alamo:

Objective: Promote Alamo preservation and restoration projects, discoveries, history, and respond to false statements and data.

Managed by GLO. Messages with factual inaccuracies should be responded to with canned or pre-drafted responses from FAQ page. Comments with factually inaccurate information posted on the page should be responded to in respectful, fact based manner. As discoveries occur, ATI will communicate the information and images to the GLO team for amplification.

Websites

The Alamo and Save the Alamo website pages are maintained and updated by the GLO. Day-to-day web update requests are handled by Bob Michaels. Update requests are copied to Karina.

For web development projects, the Alamo will provide justification for development and scope of work to Bob using the GLO website questionnaire. The questionnaire must be fully completed before any work can begin. Karina and Bob will work with the Alamo to refine and define the project. Kickoff meetings may be held to initiate development projects. In most cases, the Alamo will be responsible for content, while GLO Communications is responsible for development of site structure and navigation.

Branding/ Image Use:

ATI has the right to use the existing Alamo Marks under a Trademark License Agreement executed in 2015 ("Agreement"). This Agreement does not authorize ATI to develop, create and use new Alamo trademarks that are clear derivatives of the GLO's Alamo Marks. If a new logo using GLO marks is created, ATI will first need GLO's approval. ATI will need to execute a new License Agreement for each logo. To request a new logo using GLO marks, ATI must submit:

- A clean JPG (or other format) file of the logo; and
- A list of all good and/or services for which the Alamo wants to use the logo, such as t-shirts, museum services, charitable fundraising, etc.

If approved by GLO, the GLO will prepare a trademark license agreement and assignment for ATI to execute.

Email Lists

The GLO maintains and operates all outward facing press and elected office contact lists. The Alamo may submit documents and drafts for distribution to these lists. GLO has final approval/ review over any and all distribution to press and elected officials.

ATI maintains and operates Alamo subscriber/membership list. The Alamo will add all members of GLO/ Alamo project team to this list.

Communication Types

Weekly Check-In Communications Call

A weekly phone call with GLO/ ATI Communications staff to will be conducted to go over progress, questions, and share any related work as it's completed.

Standard Agenda:

- Timeline & flags on preservation/ Alamo Master Plan
- What's been completed
- What's in progress
- Any deliverables needing approval from GLO
- Questions about deliverables
- Corporate media requests

- Upcoming Alamo Events
- Upcoming private events
- ATI to take mins and distribute to entire Alamo project team after conclusion of meeting.

Weekly email reports

Weekly emails sent on Mondays from ATI to GLO to relay project timeline, needs and milestones. This should be incorporated in the body of an email in addition to an attached document summarizing the weekly communications calls.

Share:

- Timeline specifics
- Links to deliverables approved
- Links to edited deliverables
- Links to anything to review
- Next steps list
- Waiting on list Major

Milestone Meetings

Meetings/calls set up for presentation and delivery of major milestone deliverables.

Alamo to email (after conclusion of meeting):

- Meeting notes to all attendees
- Next steps and waiting on lists
- Links to approved or shared deliverables for additional review

Immediate Needs:

In its current state, information put forward by both the GLO and the Alamo's public facing entities is out of date and must be updated to reflect recent decisions and messaging following the final vote of approval by the San Antonio City Council (SACC). Clear, concise messaging on what the Alamo plan entails is needed, in addition to proactive communication with the public regarding project milestones. Furthermore, key strategy elements must be determined for all frequent audiences, allowing the Alamo project team to quickly anticipate media requests, public reaction of messaging and potential roadblocks.

GLO Project Team Information

Person	Role Title	Frequency	Format/Channel	Notes
Commissioner George P. Bush	Texas Land Commissioner	Major Communications Milestones/ Public Communications as needed	Final Approval, All Commissioners Statement	Final approval on statements, major milestones
JR Hernandez	Senior Advisor	Public Communications	High-level timeline/progress update via email, calls, meetings	Must see final approved statements, review of statement prior to CMR, strategic direction if needed, actively involved in public communications
Hector Valle	Sr. Deputy Director of Communications and Intergovernmental Relations	Daily/Public Communications	Weekly check-in meetings, calls, daily emails as needed	Go-to contact for needs, questions, deliverables, etc. Pulls in others as needed, must see final approved statements, review of statement prior to CMR, strategic direction if needed
Jeff Gordon	General Counsel	Public Communications	Check in emails, calls, meetings.	Must see final approved statements, review of statement prior to CMR, strategic direction if needed

Karina Erickson	Interim Communications Director	Daily Communications	Weekly check-in meetings, calls, daily emails as needed	Contact for press needs, questions, deliverables, etc. Pulls in others as needed
-----------------	---------------------------------	----------------------	---	--

Jillian Bliss	Alamo Attorney	Alamo Film Requests	Weekly check-in meetings, calls, daily emails as needed	Contact for corporate media requests, deliverables, etc. Pulls in others as needed
---------------	----------------	---------------------	---	--

Alamo Project Team Information

Person	Role Title	Frequency	Format/Channel	Notes
Christina Robertson	Chief of Staff	Public Communications as needed	Check in emails, calls, meetings.	Historic direction if needed, go-to contact for needs, questions, deliverables, etc. Pulls in others as needed
Brynn Ray	Marketing and Communications Director, Alamo Trust	Weekly, daily as needed	Weekly-check in meetings, emails (CC)	Go-to contact for Alamo Historian Press/Media needs, questions, deliverables, etc. Pulls in others as needed
Kevin Femmel	Content Editor, Alamo Trust, Inc.	Weekly, daily as needed	Weekly check-in meetings, daily emails as needed.	Go-to contact for Alamo Historian press requests, questions, deliverables, etc. Pulls in others as needed.

Part B:

Alamo Communications Management Plan

The marketing efforts and communication strategies for the Alamo and Museum are critical to Provider's successful execution of its duties under this Contract; particularly as it relates fundraising.

Communication Goals

- Make the public aware of Alamo programs, lectures, collections acquisitions, driving participation and sales where applicable.
- Strengthen earned income and fundraising capacity to ensure long-term sustainability
- Create specific strategies targeting prospective donors to the visitor center and Museum building capital campaign.
- Design and develop corporate sponsorship and underwriting programs.
- Place national and international media stories about the Alamo and Alamo Plan, to generate broad support for the fundraising goals.
- Keep the public informed of Alamo Plan timeline and restoration progress
- Keep San Antonio stakeholders and businesses informed of changes on Alamo Plaza and how future design concepts may impact them.

Additionally, the Provider's proforma is to improve history programs while its operations continue to be self-reliant, funded with monies earned at the Alamo and deposited in the Texas Comptroller Alamo Complex Account (Fund 5152), and provided by donors to ATI. These growth strategies include increasing onsite donations, facility/event rental revenues, membership development, special guided and audio tour revenues. ATI management has set an aggressive and entrepreneurial goal of increasing these revenues by over \$1 million in the next three years. Increased revenues will go toward strengthening and improving the experience visitors have with the Alamo and their understanding of the site's history.

To achieve these results, the Provider must manage the promotion of the Alamo's mission and programs to potential customers, donors and volunteers. This requires a well-planned marketing strategy to build awareness and ignite and build on the passion Texans and non-Texans have for the Alamo. As such, the Provider will implement a strategic marketing plan that creates public awareness, builds the Alamo brand, drives attendance, and addresses education programs all as to outline how the Provider will effectively convey the Alamo's

mission and educational goals to the public to enlist their support in preserving the Alamo's historic structures and battlefield for future generations. The 1836 Battle of the Alamo is one of the most pivotal battles in world history, signifying Texan identity, the fight for liberty, and bravery in the face of impossible odds. The GLO and Provider must jointly agree as to all public facing communication surrounding restoration and preservation of the Alamo Church and Long Barrack so as to coordinate the overall promotion of the Alamo.

Through regular and strategic multichannel communications the Provider will develop an Alamo membership program similar to other history organizations and museums that will position members as valued ambassadors of the Alamo's history, resulting in a reliable revenue stream for Alamo programs. Additionally, an engaged membership community serves as a source for artifact donations increasing the Alamo artifact collection. Today's successful membership programs are highly dependent on web and digital media. Members want a deeper connection to the institution, and providing that connection in a cost effective manner will require many new web based strategies.

Additionally, for the Provider to achieve the \$150 million in philanthropic goal for the Museum Capital Campaign as well as ongoing annual fundraising, full multichannel marketing campaigns are central to all effective communications strategies.

Education is at the core of museum marketing; to accomplish this on an ongoing basis, marketing must acquire customers and generate revenues to pay for these programs. The Alamo has never engaged in systematic fundraising and marketing efforts to increase earned revenues. Thus, the Provider shall annually develop a marketing and communications plan to increase the audience for Alamo programs as well as sustain the necessary revenues for delivering the Alamo's mission in its fullest form. The marketing and communication plan will be submitted each year by Provider as part of the Management Plan.

The marketing plan will strategically outline how the Provider will communicate the mission and objectives of the organization to its target market. For the benefit of the Alamo, all marketing strategies will be developed, implemented, and managed by Provider so as to employ a multichannel combination of communication methods and platforms, including, but not limited to, those platforms described below, content creation, social media and email campaigns, email, website engagement, social networks, direct mail, email campaigns, fundraising events, traditional advertising, and any and all other communication methods and platforms, as may now or hereafter exist (including, but not limited to, the redesign, reconfiguration, and updating of any of the foregoing from time to time at the sole discretion of the Provider). Subject to the foregoing rights and duties of Provider, and except as to the following website platforms which are currently owned by Provider and/or a related third party (Alamotrust.com; Alamotrust.org; and Thealamodefenders.org), the GLO owns all digital and social media platforms associated with the Alamo, including but limited to, those on Facebook, Twitter, Instagram, Pinterest, Medium and all official GLO Alamo websites. In the interest of digital security, the GLO will keep in good standing, maintain all licenses with vendors, and will

otherwise maintain the administrative status on all digital and social media platforms owned by GLO but operated by Provider and described herein or otherwise; provided, however, that relative to such duties, the GLO will not impede Provider in its efforts as set forth in this paragraph. Notwithstanding the foregoing, no new social media accounts or websites involving the Alamo will be created by Provider without Provider first informing and consulting with GLO. Within ten (10) calendar days of Provider informing the GLO of the proposed new social media account or website, the GLO shall have the right to object to the creation of this new account or website. If GLO and the Provider cannot reach a mutually acceptable agreement with respect to this new account or website, either Party may submit this issue to dispute resolution pursuant to Section 3.31 of this Contract. The new account or website shall not be publicly accessible until either (a) GLO has consented to this new account or website, or (b) the dispute between the Parties has been resolved.

Additionally, following a successful capital campaign, there is an enormous opportunity to raise funds which will annually support the Alamo's programs and future preservation projects.

The GLO shall be kept fully informed of the marketing and communication strategies, however, the Provider shall have the sole responsibility for all fundraising, advertising, marketing, promotion, social media platforms, website development, and all other forms of marketing and communications in all mediums in the operation and promotion of the Alamo, in a professional, businesslike manner. The Provider will not include any references to, or respond on behalf of, the GLO or the Land Commissioner in any communications without the GLO's prior consent. Any media inquiry requesting response from GLO or the Land Commissioner will be immediately forwarded to the GLO and shall be handled at the sole discretion of the GLO. The GLO will not enter into any other advertising contracts or strategies affecting the Alamo and/or the Museum.

At all times the Provider will keep the GLO informed of programs or situations that have the potential for high levels of publicity, positive or negative. The GLO will receive copies of all media releases for approval with as much time as possible, typically two business days. The GLO and Provider agree to report to the other all media contacts pertaining to the Alamo and the Museum, with Provider being the party who will respond to the same, as necessary, on behalf of the Alamo.

ATTACHMENT E – REQUIRED INSURANCE

The information required shall be evidenced on the standard Accord Insurance Certificate form, with which your insurance representative will be familiar.

The minimum insurance requirements are:

1. General Liability limit of \$1,000,000 per occurrence/\$2,000,000 general aggregate.
2. If Applicable, Abuse & Molestation Liability limit of \$1,000,000 per occurrence/\$1,000,000 general aggregate.
3. If Applicable, Liquor Liability limit of \$1,000,000 per occurrence/\$1,000,000 general aggregate.
4. Umbrella Liability limit of \$1,000,000 per occurrence/\$1,000,000 general aggregate.
5. Hired & Non-owned Auto Liability - \$1,000,000 Combined Single Limit
6. Workers' Compensation with at least minimum statutory limits.
7. Employers' Liability limits of \$1,000,000/\$1,000,000/\$1,000,000. An Umbrella Policy can make up the difference in limits for the EL.
8. As respects the General Liability, Auto Liability, Umbrella Liability, Worker's Compensation, and Employer's Liability, a Waiver of Subrogation endorsement in favor of The State of Texas, General Land Office and City of San Antonio is required and must be shown on the certificate.
9. As respects the General Liability, Auto Liability and Umbrella Liability, an Additional Insured endorsement in favor of The State of Texas, General Land Office and City of San Antonio is required **including ongoing and completed operations** and must be shown on the certificate of insurance.
10. All Insurance shall be written on a Primary & Non-Contributory Basis.

ATTACHMENT F - SECURITY STANDARDS



Alamo Security Standard

Alamo Trust, Inc.

The Alamo generally follows the NIST framework consistent with the Texas Administrative Code Chapter 202.26. It provides a common language to address cybersecurity risk management, which is understood by those within and outside cybersecurity field. NIST SP 800-53 stands for the National Institute of Standards and Technology-Special Publication 800-53. The SP 800-53 guidelines were created to heighten the security of the information systems. The guidelines themselves apply to any component of an information system that stores, processes, or transmits federal information. The below controls, when effectively implemented collaboratively, develop the foundation of the organization's ability to identify, detect, protect, and respond to information security threats. Having such controls in place provides the organization greater protections, so to not allow one element of defense to become a single point of failure.

1. **Boundary Protection** - Boundary protection is a critical information security control that should be utilized to detect and deter malicious activity or attacks from traditional vectors like ingress Internet traffic. Boundary protection also needs to create floodgates within the internal network to protect assets against lateral movement from one security zone to the next or one regulated environment to the next.
2. **Vulnerability Management** - A formalized vulnerability management program is essential in identifying and protecting against the risks posed to an organization and the assets that comprise the overall information system. Vulnerability management includes executing a repeatable documented risk analysis that captures all threats, vulnerabilities, current controls, residual risks, and potential impacts to the each of the assets within the management and operating responsibilities of an organization.
3. **Threat Management** - Organizations must employ malicious code protection mechanisms on critical information systems to detect and eradicate malicious threats that intend to cause undesired effects, security breaches or damage to an information system.
4. **Log Aggregation** - The organization collects, and reviews logs from all systems in the environment, including those that store, transmit, and receive sensitive data, and are considered an integral component of any enterprise information security management system, specifically to support after the fact investigations.
5. **Media Controls** - Information system media, both digital and non-digital, must be protected by: (i) limiting access to information on information system media to authorized users; and (ii) sanitizing or destroying information system media before disposal or release for reuse.



Alamo Security Standard

Alamo Trust, Inc.

6. **Identification and Authentication (IA)**- Information system users, processes acting on behalf of users, or devices must be identified, and the identities authenticated (or verified), as a prerequisite to allowing access to information systems.
7. **Contingency Planning** - Contingency plans for emergency response, backup operations, and disaster recovery for organizational information systems must be established, maintained, and effectively implemented to ensure the availability of critical information resources and continuity of operations in emergency situations
8. **Physical Environment**- Physical access to information systems, equipment, and the respective operating environments must be limited to authorized individuals.
 - a. The physical plant and support infrastructure for information systems must be protected.
 - b. Supporting utilities for information systems must be provided.
 - c. Information systems must be protected against environmental hazards.
 - d. Appropriate environmental controls must be provided in facilities containing information systems.

The Alamo Trust, Inc., Chief of Staff supports and directs the agency risk management program. For additional information, please contact Christina Robertson at (210) 225-1391 x1001 or crobertson@thealamo.org



IT Policy: Application Development

Alamo Trust, Inc

Policy Name Application Development Policy

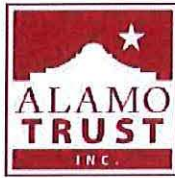
Policy Owner Chief of Staff

Policy Scope Management Level Staff

Policy Description This policy applies to custom software development activities at the Alamo Trust, Inc. The scope includes stand-alone applications as well as the integration of commercial, off-the-shelf products.

Policy Detail

- The Alamo Trust prefers commercial-off-the-shelf (COTS) software over custom development when the customer's requirements fit the COTS product and when funding is available.
- Custom software development activities (writing code, building applications or databases, etc.) may only be carried out by employees of ATI or approved vendors. Any software development performed by ATI staff from other program areas requires prior, written approval from the Chief of Staff.
- All production systems must have an access control mechanism that governs the rights and privileges of system users. In general, application access is granted by system roles, and not at the individual user level.
- Where resources permit, there should be distinct production, test, and development environments for ATI applications.



IT Policy: Cloud Hosting & Data Storage

Alamo Trust, Inc.

Policy Name Cloud Based Hosting and Data Storage

Policy Owner Chief of Staff, Chief Information Officer & Information Security Officer

Policy Scope This policy applies all employees and contractors of the Alamo Trust, Inc.

Policy Description "Cloud Hosted" describes any relationship whereby the ATI stores business data on third-party servers outside the ATI's data center.

Policy Detail

- Any request by agency staff to contract for cloud-sourced solutions other than the Alamo One Drive cloud storage system must be approved by the Chief of Staff, Chief Information Officer and/or Information Security Officer (ISO).
- Personal cloud service accounts may not be used for the storage, manipulation, or exchange of communications or data related to ATI business.
- HIPAA protected information must reside within the United States and cannot be exported. A cloud storage location must be verified, and a Business Associate Agreement must be signed prior to sharing information.
- When a request is made, the Chief of Staff, CIO and/or the Information Security Officer (ISO) will review the project, considering several factors, including (but not limited to):
 - the sensitivity of the data
 - the quality and capabilities of the service provider,
 - the need for integration across other systems,
 - the business benefits

Other Information

There are known risks with third party cloud services, including but not limited to:

- The information security of third-party services is controlled solely by the vendor. The IT staff cannot predict, prevent, or otherwise affect breaches or losses of data on third-party servers.
- Accessibility to the service and any hosted data are at the sole discretion and control of the vendor.



IT Policy: Access to Information Resources (Vendors)

Alamo Trust, Inc.

Policy Name Access to ATI Information Resources

Policy Owner Chief of Staff, Chief Information Officer

Policy Scope All ATI employees, contractors, and third-party users.

Policy Description This policy establishes the guidelines that govern how the ATI will allow vendors to access information resources. It applies to a vendor's employees, subcontractors, and any other partners (vendor representatives). This policy should be included in all contracts and other service agreements in which a vendor accesses ATI information resources.

Policy Detail User Access

- Vendor representatives may be subject to background checks and may undergo training or orientation conducted by the ATI's Human Resources Department.
- If necessary, vendor representatives may be granted remote access to ATI information resources. Virtual Private Network access may be granted if no other remote access strategy meets the project requirements.
- Vendor representatives connecting to ATI information resources must do so from a secured location and may not connect over a publicly available connection, such as public wi-fi.
- Remote access to ATI information resources may only be conducted using a computer that has up to date anti-virus software, operating system, and 3rd party applications.
- The vendor bears responsibility for any intrusion, breach, or attack on ATI information resources that is caused by the vendor's representatives, regardless of intent. This includes but is not limited to the costs of notification, remediation, fines, and similar costs.
- User accounts and/or passwords should not be shared under any circumstances. Vendors that share account credentials are subject to potential penalties up to and including termination of the contract.
- User account passwords will adhere to password complexity and reset requirements as determined by the ATI.
- Vendors are required to notify the ATI immediately of any changes to staff that impact ATI projects or access to ATI systems.



IT Policy: Access to Information Resources (Vendors)

Alamo Trust, Inc.

Server Level Access

- The ATI's standard approach to server management requires that vendors not be granted standing direct access to production servers. Once ATI approves the vendor's change request, ATI staff will enable a VPN connection that will be accessible for a designated period of time. The VPN connection will be terminated according to the established schedule.
- If a vendor requires standing production access to a server, said access can only be granted via written authorization from the Chief of Staff
- In cases where vendors must have direct access to servers, those servers shall be single purpose servers.

ATI Approved Implementation Strategies

- In order to implement a change to an ATI server, the vendor must submit a change request form for review by the Chief of Staff at least one week prior to the desired change. Once approved, the vendor may proceed with the change.
- Emergency changes can be implemented with 24 hours' notice. An emergency occurs when an application's security, performance, or availability is directly impacted by the current conditions and can only be rectified by a configuration change.
- Named user accounts will be granted permissible roles that allow the vendor to manage and install the application when possible; otherwise the named user account will be given admin privileges until such time the role is tested and defined.
- Service accounts must be used to implement services. Named user accounts will not be used to run services in any environment under any situation.
- Service account passwords used to run services will not be exposed to external vendors. If the vendor does need access to a service account, ATI Network Administrators will manage the use of the account.

ATTACHMENT G

PROVIDER ACCEPTABLE USE OF INFORMATION TECHNOLOGY RESOURCES POLICY AND GLO ACCESS TO GLO INFORMATION RESOURCES POLICY



IT Policy: Acceptable Use Alamo Trust, Inc.

Policy Name	Acceptable Use of Information Technology Resources
Policy Owner	Chief of Staff
Policy Scope	<p>This policy, along with all other ATI security and usage policies, applies to:</p> <ul style="list-style-type: none">• All ATI employees, contractors, and third-party users;• All ATI & GLO owned and managed computers, servers, tablets, phones, and other physical devices;• All ATI tablets and phones owned by others but subsidized by ATI;• All software and any other information assets that store, process, or transmit digital data (whether standalone or attached to the ATI local and wide area networks); and• All services that support or otherwise interact with the physical, software, and information assets.
Policy Description	<p>The purpose of the Acceptable Use Policy is to inform users of the acceptable uses of information technology resources owned by Alamo Trust, Inc or the Texas General Land Office and managed by Alamo Trust (ATI). The term "employee" refers to any employee, contractor, or third-party user.</p>
Policy Detail	<p>All uses of information technology resources must comply with ATI policies, standards, procedures, and guidelines, as well as any applicable federal or state laws.</p> <p>Appropriate Use</p> <p>ATI's information technology resources are to be used for business purposes in serving the interests of the ATI. Users must not engage in unlawful or malicious activities and must not deliberately propagate any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either the ATI's networks or systems or those of any other individual or entity.</p> <p>Personal Responsibility</p> <p>Employees are individually responsible for appropriate use of all resources assigned to them, including the computer, computer's identity, software, and hardware. Employees shall be professional and respectful when using ATI computing systems to communicate with others.</p> <p>Employees shall make a reasonable effort to protect passwords and to secure resources against unauthorized use or access, and shall use hardware and software in a way that reasonably prevents unauthorized users from accessing the ATI's network and computing resources.</p> <p>Employees are prohibited from sending confidential information over email or other media without express permission and adequate security protection such as encryption. Confidential information must be protected in accordance with applicable law and policy.</p>



IT Policy: Acceptable Use

Alamo Trust, Inc.

Accessing Systems and Data

Employees may use only the computers, computer accounts, and computer files for which they have been expressly granted authorization. Employees may not use another individual's account; attempt to capture or guess other user passwords; or attempt to access restricted portions of the network, an operating system, security software, or other administrative applications without appropriate authorization by the system owner or administrator.

Employees are prohibited from making unauthorized copies of ATI files or other data, and shall not post or copy agency data to commercial or private internet services without written permission from the Chief of Staff. Examples of external IT services include (but are not limited to): Hightail, DropBox, Box.com, Amazon Web Services, Google Drive, and other similar services. Files should be stored on local ATI computer backed up hard drives, the ATI local area network or preferably ATI's SharePoint and ATI's Microsoft OneDrive systems.

No employee may use a third-party service to remotely access non-ATI computers without written permission from the Chief of Staff. The ATI is bound by its contractual and license agreements respecting certain third party resources; all third-party agreements must be reviewed and approved by The Chief of Staff or a designee prior to their execution.

Breach of System Security

The ATI is committed to the protection and integrity of sensitive personal information collected and maintained by the agency against the unauthorized use of, access to, or disclosure of such information. ATI employees must immediately report any breach of system security to the employee's immediate supervisor, program area director, IT System Administrator and the Chief of Staff.

A breach of system security is the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of "sensitive personal information," including data that is encrypted if the person accessing the data has the key required to decrypt the data. This term does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.

ATTACHMENT H

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made by and between the **State of Texas**, by and through **The Texas General Land Office**, as owner and lessor ("Lessor"), and **Alamo Trust, Inc.**, a Texas non-profit corporation, (or its successors or Permitted Assigns) as lessee ("Lessee").

RECITALS

WHEREAS, pursuant to an act of the Legislature of the State of Texas, codified at Chapter 31, Subchapter I, of the Texas Natural Resources Code, the Lessor has exclusive jurisdiction of the Alamo, is responsible for the preservation, maintenance, and restoration of the Alamo and its contents, and is responsible for the protection of the historical and architectural integrity of the exterior, interior, and grounds of the Alamo in San Antonio, Texas and all its contents; and

WHEREAS, Lessee is a Texas non-profit, tax exempt corporation that currently oversees, manages and operates the Alamo for Lessor including the oversight of the current facilities, Church and Long Barracks, and oversees the furtherance of the permitting and steps for implementing the Alamo Plan (defined below); and

WHEREAS, Lessee was formed for, and primarily exists for the purpose of, supporting the Alamo and ensuring that its meaning, significance and message are protected and proudly proclaimed to all visitors with regard to the historical 1836 Battle of the Alamo in which brave forefathers of the State of Texas knowingly sacrificed their lives against what was most certainly an ominous, pending death at the hands of Santa Anna's Mexican army; and

WHEREAS, Lessee insists that the funds it raises in support of the Alamo Plan will be expended primarily in support of the Alamo story and its indelible place in Texas history, and will be utilized for purposes of interpreting the Alamo fort and battlefield to better ensure that the sacrifice of the brave men that fought and died there will be forever remembered properly and in an atmosphere of reverence; and

WHEREAS, Lessee intends to provide facilities and property management, operational oversight, and fundraising services to develop a new, world-class Alamo Visitor Center and Museum (collectively the "Alamo Museum") to educate visitors on the history and importance of the Alamo Battle of 1836 in Texas' fight for independence and to honor the people who lost their lives at the Alamo; and

WHEREAS, Lessee has experience in major fundraising and philanthropic efforts and will commit to the statewide fundraising necessary to generate additional donations to support the mission of the Alamo and, as a private nonprofit entity committed to supporting the Alamo, and intends to effectively and efficiently provide the focus, talent and time necessary to insure the new Alamo Museum is designed and built for the benefit of the citizens of Texas; and

WHEREAS, Lessee will primarily dedicate its focus to supporting the Alamo and its unique place in Texas history, and will bring together the parties to best construct, maintain and preserve the Alamo Museum; and

4812-4379-2027.2

WHEREAS, Lessee seeks to provide the resources and support necessary to advance the understanding and education of current and future generations on the historical significance and factual record of the Alamo;

WHEREAS, Lessee seeks to preserve the memory and achievement of individuals who served at the Alamo and provide a fitting tribute to the heroism of the people who paid the ultimate sacrifice for freedom; and

WHEREAS, the Alamo Plan, among other things, provides for the design and construction of an Alamo Museum generally within the current footprint of the Crockett, Old Palace, and Woolworth buildings along Alamo Street, and on any other property that becomes part of the Alamo Museum in accordance with the Alamo Plan, and requires the hiring, coordination and management of qualified vendors, consultants and companies to build and implement the Alamo Plan for the preservation, perpetuation, appropriate publication, and display of manuscripts, books, relics, pictures, oral histories, and all other items and information related to the history of the Alamo and of this state that preserve the historical character of the Alamo shrine; and

WHEREAS, Lessee has agreed to raise private donations to fund an endowment to support the activities of Lessee, and, based on success of fund raising efforts, to pay for the anticipated construction of the new Alamo Museum, and for creating best of class exhibits and programs to showcase the Alamo 1836 battle story, its indelible place in Texas history and the brave defenders who fought and died there in pursuit of liberty and freedom; and

WHEREAS, Lessor and Lessee desire to set forth their respective expectations, rights, responsibilities, and obligations with respect to this Lease of the Premises for the anticipated construction of the new Alamo Museum; and

NOW THEREFORE, in consideration of the mutual promises and understandings contained in this Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as stated above and below:

1. Premises.

a. For good and valuable consideration, including the mutual covenants and agreements herein, Lessor leases to Lessee, and Lessee leases from Lessor the real property and all improvements now or hereafter thereon, in Bexar County, Texas and described on Exhibit A-1 attached to and incorporated in this Lease ("Premises"). The Premises are separate and distinct from a larger property currently owned by Lessor (the "Alamo complex"), which is depicted on Exhibit A-2 attached to and incorporated in this Lease. Exhibit A-1 shall be subject to revision by Lessor and Lessee from time to time as the final footprint of the Premises is determined by Lessor and Lessee in accordance with the final Alamo Plan.

b. Lessor represents and warrants that it owns indefeasible fee simple title to the Premises on behalf of the State of Texas, save and except any portion thereof leased from the City of San Antonio, subject to those covenants, restrictions, reservations, liens, conditions, encroachments, easements, encumbrances, and other matters of title that affect the Premises as of the Effective Date of this Lease (collectively, the "Permitted Exceptions"). Except for the Permitted Exceptions, Lessor agrees not to create any further encumbrances on title to the Premises that would materially and adversely affect Lessee's use of the Premises without the prior written consent of Lessee, which

consent shall not be unreasonably withheld, conditioned, or delayed. Lessee, at its sole cost and expense, shall be entitled to obtain a leasehold policy of title insurance from a title insurance company selected by Lessee, effective on the Effective Date hereof or at any time thereafter, which policy shall be subject to endorsement or supplement at Lessee's discretion at such time as the final Premises are determined in accordance with subsection 1(a) above, and from time to time as improvements may be constructed on the Premises.

c. Lessor and Lessee agree that the Premises are anticipated to be constructed, reconstructed, or redeveloped into a new state of the art Alamo Museum in accordance with the Alamo Plan, dated August 2018, for the Alamo Plaza Historic District in San Antonio, Texas, which was approved by the Alamo Master Plan Management Committee and Executive Committee ("Alamo Plan").

2. Rent.

Base Rent. Lessee shall pay to Lessor the following minimum rent ("Base Rent" or "Rent") in equal monthly installments in advance on the first day of each calendar year during the Term, at the address provided in Section 19 below, or such other address as Lessor may direct, as follows:

Years 1 – 50		(\$1.00 per year)
1st Option:	Years 51 – 75	(\$1.00 per year)
2nd Option:	Years 76 – 99	(\$1.00 per year)

In addition to the Base Rent, Lessee shall pay any and all amounts other than Base Rent payable by Lessee as required under this Lease including, without limitation, the Impositions (defined in Section 7(a) below). Lessee shall pay all Base Rent to Lessor without right of offset or deduction. "Rent" means Base Rent. Rent shall be prorated for any partial month and any partial calendar year during the Term. It is agreed that the full Rent for any portion of the Term may be paid in advance by the Lessee.

3. Use.

a. Permitted Use. The Premises shall be used for the purpose of Lessee's design, construction, reconstruction, and operation of the Alamo Museum, and ancillary and related uses, and in support of the overall Alamo complex in accordance with the Alamo Plan. Lessee shall cause all operations and activities conducted by it upon the Premises to be in compliance with all applicable laws, rules, and regulations, and Lessee shall be responsible for acquiring (or causing others to acquire) all permits and authorizations with regard to all construction, operations, and activities on the Premises. Lessee may contest or appeal the application or enforcement of a law, rule, or regulation.

b. Revenue. Any and all revenue generated as a result of the operations and/or events occurring from time to time on the Premises shall belong solely to the Lessee, to be used in support of its overall missions as set forth above. Accordingly, all funds raised through the fund-raising and/or operational activities of the Lessee, or another similarly situated, affiliated or separate non-profit with a similar Alamo-centric museum mission, and/or from on or off Premises revenue generating endeavors (including, but not limited to fees generated from Lessee's operation of related parking garages or other parking facilities), and including, but not limited to, gift shop or similar

sales, funds generated from private parties, group or other events, alcohol sales (which are expressly permitted on any part of the Premises in accordance with applicable law, and rules and regulations established by Lessee from time to time), ticket sales for admission to any part of the Premises, or any other fund raising event or operational activity held on or off the Premises by Lessee (as such activities are established, created or modified from time to time by Lessee) shall never be considered as Lessor-owned funds, and when generated shall be kept in accounts owned and controlled solely by the Lessee (or those of its subsidiaries, supporting organizations, delegates and/or Permitted Assigns).

c. Prohibited Uses; Exclusive Uses. Lessee shall not engage in or permit waste or any activity at or around the Premises that violates any applicable governmental law, ordinance or regulation, constitutes a nuisance, produces loud noises or unpleasant odors, is likely to bring discredit upon the Alamo complex, or discourages customers from patronizing the Alamo complex.

4. Effective Date. The Effective Date of this Lease ("Effective Date") and other similar references herein are deemed to refer to the date on which this Lease has been signed, and initialed, if applicable, by both parties and printed above the signatures of the parties on the Signature Page of this Lease. It is the intention of Lessor and Lessee that this Lease be effective between the parties as of the Effective Date and that as of such Effective Date, each of Lessor and Lessee have their respective rights and obligations hereunder.

5. Term. Subject to the provisions of this Lease, Tenant shall have and hold the Premises for a Term (herein so called) of fifty (50) years commencing on the Effective Date and ending on the last day preceding the fiftieth (50th) anniversary of the Effective Date (the "Expiration Date"), unless the Term is renewed and extended as provided below. Provided that (i) no uncured material Event of Default (defined below) exists, and (ii) Lessee (or any Permitted Assign) is then operating the Alamo Museum, Lessee shall be entitled to two (2) consecutive extensions of the Term, the first being for twenty five (25) years after the Expiration Date ("First Term Extension"), and the second being for twenty four (24) years after the expiration of the First Term Extension ("Second Term Extension"), with the Expiration Date being accordingly extended to the last date of each such extended Term. Each of the foregoing extensions will automatically occur unless Lessee notifies Lessor, in writing, of Lessee's intent to terminate this Lease at least ninety (90) days prior to the end of any applicable Term. All terms and conditions of this Lease shall be effective during each extended Term hereof.

6. Improvements.

a. Lessor and Government Approvals. Except as to any plans and specifications for improvements to be constructed, reconstructed or redeveloped as part of the Alamo Plan, prior to commencement of construction of any other improvements or renovations on the Premises, Lessee shall submit to Lessor the schematic design drawings for such work proposed by Lessee, for Lessor's review and approval or disapproval. Lessor shall review and reasonably approve or disapprove such schematic design drawings within five (5) business days after submission of the same to the Lessor. In the event Lessor fails to respond with said five (5) business days, the schematic design drawings submitted shall be deemed approved. In the event Lessor disapproves of any portion of such schematic design drawings in writing, Lessee shall work alter any portions of the schematic design drawings that are reasonably disapproved by Lessor. In the event Lessor and Lessee are unable to agree upon the final schematic design drawings within thirty (30) days after any schematic design drawings are submitted, the parties agree to submit the matter to dispute resolution in accordance with Section 18 of this Lease. With prior notice to the Lessee, Lessor shall have the right to inspect

any improvement, renovation or redevelopment work. Lessee is responsible for all governmental permits and authorizations necessary for the construction, renovation or redevelopment of any improvements on the Premises. Nothing herein shall alter or amend any submission and/or approval requirements set forth in the Ground Lease and Management Agreement for Alamo Plaza between Lessor and the City, as assigned to Lessee.

b. **NO WARRANTY BY LESSOR. NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, LESSOR DOES NOT MAKE, AND WILL NOT MAKE, ANY WARRANTY OR REPRESENTATION, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO (i) THE SUITABILITY OR COMPLETENESS OF THE PLANS AND SPECIFICATIONS FOR ANY IMPROVEMENTS; OR (ii) AS TO THE FITNESS OR SUITABILITY OF THE DESIGN OF ANY IMPROVEMENTS.**

c. **Expenses and Liens for Improvements.** Lessee shall be responsible for the prompt payment of all bills and other expenses attributable to or arising out of any improvement, renovation or redevelopment work performed on the Premises. Lessee will not create or permit to be created or to remain, and will promptly discharge, at its sole cost and expense, any valid and enforceable lien, encumbrance or charge upon the Premises, any part thereof or upon Lessee's leasehold interest, which arises out of the use or occupancy of the Premises by Lessee or by reason of any labor or materials furnished or claimed to have been furnished to Lessee or by reason of any construction, addition, alteration, or repair of any part of the Premises. If any such valid and enforceable lien is filed against the Premises, Lessee shall, within thirty (30) days after notice of the filing thereof, cause such valid lien to be released or discharged with respect to the Premises by payment or bonding. Notice is hereby given that Lessor will not be liable for any labor, services, or materials furnished or to be furnished to Lessee, or to anyone holding the Premises or any part thereof through or under Lessee, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of Lessor in and to the Premises and/or the Premises itself. After prior written notice to Lessor, Lessee shall not be required to discharge or remove any lien referred to in this Section 6 (c) so long as Lessee bonds around such lien and promptly proceeds to contest, in good faith and at its sole expense, the existence, the amount, or the validity thereof, or the amount of the damages caused thereby, by appropriate proceedings that shall operate during the pendency thereof to prevent (i) the collection of, or other realization upon, the lien so contested, (ii) the sale, forfeiture, or loss of any of the Premises or any Base Rent to satisfy the same, (iii) any interference with the use or occupancy of any of the Premises, and (iv) any interference with the payment of any Rent. In no event shall Lessee pursue any contest with respect to any lien that exposes Lessor to any material risk of defeasance of its interest in the Premises. Lessee agrees that each such contest shall be promptly and diligently prosecuted to a final conclusion, except that Lessee may attempt to settle or compromise such contest through negotiations. Lessee shall, promptly after the final determination of such contest, fully pay and discharge the amounts levied, assessed, charged or imposed or determined to be payable therein or in connection therewith, together with all penalties, fines, interest, costs and expenses thereof or in connection therewith, and perform all acts the performance of which shall be ordered or decreed by a Court of competent jurisdiction as a result thereof.

d. **Reversion.** Notwithstanding anything contained herein to the contrary, upon the expiration of this Lease, title to all improvements which are part of the real property on the Premises automatically vests in Lessor, without further action required.

e. **Exhibits and Exhibit Planning.** Lessor and Lessee agree that the primary focus of the new Alamo Museum shall be to showcase the 1836 Battle of the Alamo story, its indelible place in

Texas history, and the brave defenders who fought and died in that battle. Lessee shall engage world-class museum consultants to design and develop exhibits and programming for the new Alamo Museum that demonstrates this primary focus on the 1836 Battle. Lessee and its museum/exhibit design team will regularly consult with Lessor as exhibits are designed and developed for the new Alamo Museum.

7. Expenses. This is a net lease, and Base Rent and all other sums payable to Lessor by Lessee must be paid without notice, demand, setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction, or defense. It is intended that the Base Rent provided for in this Lease is absolutely net to Lessor throughout the Term and, accordingly, Lessee covenants and agrees to pay, as they become due and payable and before they become delinquent, all operating and capital expenses in connection with the operation, maintenance, repair, restoration, use, or occupation of improvements and the Premises including, without limitation, the costs, charges and assessments related to Impositions (if any), utilities, and insurance. Lessee shall bear, and be responsible for the prompt payment of, all expenses of operation, maintenance, repair and improvement of the improvements and Premises, including but not limited to the following:

a. Impositions.

(1) Impositions. To the extent applicable, and subject to the provisions of Section 7 (a)(3) below, relating to contests, from and after the Effective Date, Lessee shall, at least fifteen (15) days before delinquent or interest or penalties are due thereon, pay and discharge all of the following (collectively, the "Impositions") that are attributable to the Term of this Lease: all taxes of every kind and nature (including real, ad valorem, personal property, gross income, franchise, withholding, profits and gross receipts taxes) on or with respect to the Premises (if any); all charges and/or taxes imposed by any governmental body for any easement or agreement maintained for the benefit of the Premises; all general and special assessments (payable in installments if permitted), levies, permits, inspection and license fees on or with respect to the Premises, if any; all water and sewer rents and other utility charges on or with respect to the Premises (which will be separately metered to the extent possible); and all other public charges and/or taxes whether of a like or different nature, even if unforeseen or extraordinary, imposed or assessed upon or with respect to the Premises, during (but not prior to) the Term, against Lessor, Lessee or any part of the Premises as a result of or arising in respect of the occupancy, leasing, use, maintenance, operation, management, repair or possession thereof, or any activity conducted on the Premises.

(2) Property Taxes. Lessor represents that by operation of law the Premises and all improvements now or hereafter thereon are exempt from ad valorem taxes.

(3) Lessee's Right to Contest. Lessee may in good faith and at its sole cost and expense (in its own name or in the name of Lessor, or both, as Lessee may determine appropriate) contest the validity or amount of (i) the Impositions, and (ii) any other taxes, charges, assessments, or other amounts, charged or assessed against the Premises, in which event the payment thereof may be deferred during the pendency of such contest. If requested by Lessee, Lessor will join Lessee as a party to any such contest; provided, however, that Lessor will not be obligated to incur any expense in connection therewith. If Lessee makes such contest it must first post a sufficient bond or other security to insure that the taxes will be paid. Nothing contained in this Lease, however, shall be construed to authorize Lessee to

allow or to permit the Premises, or any part thereof, to be sold by any city, state, municipal, or other governmental authority for the non-payment of any Impositions.

b. Insurance. Lessee shall be responsible for the payment of all premiums for the insurance coverages provided in Section 13 below.

c. Utilities. It is intended that the utilities serving the Premises shall be separately metered from the Alamo complex, and Lessee shall be responsible for the payment prior to delinquency of any and all charges and fees for all utilities serving the Premises. If any of the utility services are not separately metered from the Alamo complex, Lessee shall be responsible for the payment of Lessee's pro rata share of the unsegregated utility bill(s) as applicable to the Premises.

d. Evidence of Payment; Failure to Pay. In the event Lessee fails to pay, prior to delinquency, any fees or expenses described in this Section 7 (and fails to cure such non-payment within thirty (30) days after written notice of such non-payment from Lessor, except in instances where the required insurance coverage is lapsed, in which case no such notice is required), then Lessor shall be entitled (without obligation) to make such delinquent payment(s) and any applicable late charges or other penalties, and Lessee will reimburse Lessor any amounts paid by Lessor on its behalf.

8. Maintenance and Repairs. Lessee shall be responsible for maintaining the Premises and all improvements in a normal and customary manner, reasonable wear and tear excepted. Unless otherwise agreed, Lessor shall not bear any responsibility for any service, maintenance, replacement, or repair to the Premises or improvements. If Lessee fails in its obligation to maintain and repair the Premises and improvements in a clean operating condition, and such failure continues for a period of ten (10) days after written notice thereof by Lessor to Lessee, Lessor may (but is not required to) perform the maintenance and/or repairs on behalf of Lessee, and Lessee shall be liable for reimbursing Lessor for Lessor's costs for such maintenance and repair, payable by Lessee to Lessor upon demand. Lessee's maintenance obligations shall be limited to the Premises and all improvements on the Premises.

9. Access. Lessee and Lessor shall have the rights of cross-access over, upon and across the Premises and the Alamo complex. Lessee and Lessor shall not allow any walkways or other areas of access to be impeded in a way that will impair access between the Premises, the remainder of the Alamo complex, and the adjoining streets. Except for temporary closures for construction or repair purposes, in no event shall Lessor take any action that obstructs public access to the Premises.

10. Lighting and Signs. Lessee shall have the right to erect lighting fixtures and signs on the Premises (on the exterior and interior of the improvements) at Lessee's sole cost and expense, and shall be responsible for obtaining all permits pertaining thereto. Any exterior signs shall comply with the Alamo Plan and all laws and rules and regulations of applicable governing authorities.

11. Assignment and Subletting. With notice to the Lessor, but without the consent of the Lessor, Lessee, in its sole discretion, may assign its rights or delegate its obligations, in whole or in part, under this Lease, to (a) one or more of its non-profit affiliates or supporting organizations, or (b) a separate non-profit entity formed by Lessee and that acquires all or substantially all of the business or assets of Lessee, or is otherwise formed by Lessee to assume Lessee's rights and obligations under this Lease (collectively the "Permitted Assigns"). With notice to and the consent of the Lessor, which consent will not be unreasonably withheld or delayed, Lessee shall be entitled to sublet any

portions of the Premises, including, but not limited to, third party vendors or persons/entities operating portions of the Premises, and parking garage/lot operators, subject in all cases to the terms and conditions of this Lease, and provided, however, that any and all revenue generated from any approved sublease shall belong exclusively to Lessee.

12. DISCLAIMER OF WARRANTIES AND HAZARDOUS WASTE.

a. CONDITION OF PROPERTY. THE PREMISES ARE BEING LEASED TO LESSEE, AND LESSEE ACCEPTS THE PREMISES, IN THEIR "AS-IS" CONDITION. LESSEE HAS MADE, OR WILL MAKE, A THOROUGH INSPECTION OF THE PREMISES AND ACCEPTS THE PREMISES WITH ANY AND ALL DEFECTS, IF ANY. THE LESSEE ACKNOWLEDGES THAT LESSOR HAS NOT MADE WARRANTIES OR REPRESENTATIONS WHATSOEVER REGARDING THE PREMISES, AND LESSEE IS NOT RELYING UPON ANY WARRANTY OR REPRESENTATION BY OR ON BEHALF OF LESSOR. FURTHER, LESSEE WAIVES AND DISCLAIMS ANY IMPLIED WARRANTY OF HABITABILITY, FITNESS, OR MERCHANTABILITY.

b. HAZARDOUS SUBSTANCES-LESSEE. LESSEE SHALL NOT ALLOW ANY STORAGE, PRODUCTION, TRANSPORTATION, DISPOSAL, TREATMENT, RELEASE OR THREATENED RELEASE OF ANY SOLID WASTE, HAZARDOUS WASTE, ENVIRONMENTAL POLLUTANT OR CONTAMINANT OR OTHER SUBSTANCE DEFINED OR REGULATED IN APPLICABLE LAWS OR REGULATIONS (COLLECTIVELY "POLLUTANTS") IN OR ON THE PREMISES, NOR ALLOW ANY UNDERGROUND STORAGE TANKS, SURFACE IMPOUNDMENTS OR OTHER SOURCES OF POLLUTANTS ON THE PREMISES. LESSEE SHALL AT ALL TIMES COMPLY WITH ALL APPLICABLE ENVIRONMENTAL LAWS, AND BE RESPONSIBLE FOR THE REMEDIATION OF ALL POLLUTANTS ON THE PREMISES WHICH ARE ATTRIBUTABLE TO LESSEE'S USE OR OCCUPANCY OR WHICH OCCUR DURING THE TERM OF THIS LEASE (WITH THE EXCEPTION OF ANY POLLUTANTS WHICH HAVE MIGRATED UNDER THE PROPERTY FROM OTHER PROPERTIES, FOR WHICH LESSEE SHALL NOT BE RESPONSIBLE, AND LESSEE SHALL NOT BE RESPONSIBLE OR HAVE ANY LIABILITY FOR ANY OTHER MATTERS FOR WHICH LESSOR IS RESPONSIBLE UNDER SECTION 12(c) BELOW).

c. HAZARDOUS SUBSTANCES-LESSOR. LESSOR SHALL BE AND REMAIN RESPONSIBLE FOR ALL POLLUTANTS, UNDERGROUND STORAGE TANKS, SURFACE IMPOUNDMENTS OR OTHER SOURCES OF POLLUTANTS THAT ARE NOT ATTRIBUTABLE TO LESSEE'S USE OR OCCUPANCY OF THE PREMISES (INCLUDING, BUT NOT LIMITED TO, THOSE DISCOVERED AS A RESULT OF EVENTS OCCURRING BEFORE, DURING AND AFTER THE TERM OF THIS LEASE AND WHICH WERE OR ARE CAUSED BY ANY THIRD PARTY AND/OR ANY POLLUTANTS WHICH HAVE MIGRATED ON THE PREMISES), INCLUDING, BUT NOT LIMITED TO, ANY ALL LIABILITY CLAIMS, DAMAGES AND/OR REMEDIATION COSTS AND EXPENSES ASSOCIATED THEREWITH.

13. Insurance.

a. Casualty Insurance. Lessee, at its sole expense, shall keep, or cause to be kept, all improvements on the Premises insured against loss by fire and all of the risk and perils usually covered by an "all risk" endorsement to a policy of fire insurance upon property comparable to the improvements, including vandalism and malicious mischief endorsements, in an amount equal to at

least one hundred percent (100%) of the replacement cost of the improvements. Lessee shall furnish to Lessor evidence of coverage and any renewals or replacements of this insurance. Lessor shall be named an additional insured under this policy.

b. Liability Insurance. Lessee agrees to maintain or cause to be maintained at all times following the Effective Date, and during the Term, commercial general liability insurance (and any other insurance deemed necessary by Lessee) in amounts determined by Lessee, but in which Lessor shall be named as an additional insured, and with minimum limits of liability with respect to personal injury of One Million and No/100 Dollars (\$1,000,000.00) for each occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate, and with respect to property damage a broad form policy with minimum limits in amounts to be deemed necessary from time to time by Lessee (all insurance coverage and amounts shall be subject to be increased from time to time as Lessee may reasonably determine to reflect declines in the purchasing power of the dollar). All insurance policies required by this provision shall be obtained by Lessee at Lessee's expense. Required insurance policies shall provide for at least thirty (30) days' notice to Lessor before cancellation and must include a waiver of subrogation by the insurance carrier.

c. Certificates. Prior to the Effective Date, Lessee will deliver to Lessor certificates of the insurance required under this Lease. Each certificate must provide that the insurer will not cancel the policy except after thirty (30) days prior written notice to Lessor. At least ten (10) days prior to the expiration of each such insurance policy, Lessee will deliver to Lessor copies of a renewal policy or binder that complies with the foregoing provisions with respect to prior notice of cancellation thereof being given by the insurance company to Lessor. If Lessee fails to procure and deliver such renewal policy or policies or binder or binders therefor within the time above prescribed, Lessor shall be permitted to do so and the premiums charged therefor shall be borne and paid promptly by Lessee.

d. Premiums. All premiums and charges for all of said insurance policies must be paid by Lessee when due. If Lessee fails to make any payment when due, Lessor may, but shall not be obligated to, make such payment or carry such policy, and the amount of any premium paid by Lessor must be repaid by Lessee promptly on demand.

14. Damage or Destruction.

a. Notice. If the Premises, or any part thereof, should be damaged or destroyed by fire or other casualty, Lessee shall give prompt written notice thereof to Lessor.

b. Damage. If the improvements on the Premises are damaged by fire or other casualty, totally or partially, this Lease shall not terminate and Lessee shall work to make repairs or replacements to substantially return the improvements to the condition they were in immediately prior to the occurrence of such casualty. Lessee shall complete such work diligently and expeditiously as is reasonably possible under the circumstances. Notwithstanding the foregoing, if such damage occurs within six (6) months of the Expiration Date (as extended), then Lessee must repair or replace the improvements as required above, or, unless Lessee has previously given notice of Lessee's intent to not exercise its option to extend the Term of this Lease pursuant to Section 5 above, Lessee may terminate this Lease by written notice given to Lessor within sixty (60) days after such casualty damage and, in the event of such termination, all applicable insurance proceeds shall be payable to Lessor.

15. Inspection Rights. Lessor has the right of access and inspection of the Premises and improvements during business hours, with a representative of Lessee if reasonably available, for the purpose of insuring compliance with Lessee's obligations under this Lease.

16. Quiet Enjoyment. So long as Lessee fully and finally performs all of its obligations under this Lease, Lessee shall have quiet and peaceful possession of the Premises. This covenant and all other covenants of Lessor are binding upon Lessor and its successors only during its or their respective periods of ownership of the Premises.

17. Default.

a. Events of Default. After the satisfaction of applicable notice and cure provisions set forth in Section 17(b) below, the following are events of default ("Events of Default"):

(1) Abandonment. Except for (i) any period of time prior to and during the design and construction of any improvements on the Premises, and (ii) any periods of time during which repair or reconstruction is being conducted after a casualty event, and after the completion of the contemplated Alamo Museum, and (iii) during any other period of reconstruction or repair of the improvements on the Premises, if Lessee abandons, vacates, or ceases operations on the Premises for a period of time in excess of 60 consecutive days.

(2) Other Obligations. Lessee fails to perform any material obligation, covenant, or condition or to comply with any provision of this Lease other than those referred to in Sections 17(a)(1) above.

(3) Bankruptcy. Lessee files in any court pursuant to any statute a petition in bankruptcy or insolvency or for reorganization or arrangement or makes an assignment for the benefit of creditors or any such petition is filed against Lessee and a receiver or trustee of all or any portion of Lessee's property is appointed and such proceeding is not dismissed or the trusteeship discontinued within three (3) months after such appointment.

b. Remedies. Lessor agrees to give Lessee written notice of any Event of Default under this Lease, and the opportunity to cure any such Event of Default within one hundred eighty (180) days after Lessee's receipt of any such notice. If such Event of Default is of the nature where it cannot be cured in one hundred eighty (180) days, Lessee shall not be in default so long as it is diligently, continuously and in good faith pursuing the cure of the same, but in any event the cure of such default must be completed to Lessor's reasonable satisfaction within three hundred sixty (360) days after notice of default is received by Lessee. It is agreed that no "Event of Default" under this Lease shall exist until such time as each of the applicable notice requirements have been met, and the cure periods have expired without the alleged Event of Default having been cured to the reasonable satisfaction of Lessor. All Events of Default not otherwise resolved pursuant to the foregoing cure process must then be submitted to resolution under the terms and conditions of Section 18 below.

c. Management Services Contract. Notwithstanding anything contained herein to the contrary, Lessor and Lessee acknowledge and agree that this Lease shall remain in full force and effect, and as a separate and distinct contract between the parties, notwithstanding any termination or expiration of that certain Management Services Contract, GLO Contract No. _____ dated _____, 2019.

18. Dispute Resolution.

(a) The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Lessor and by Lessee to attempt to resolve any dispute or claim for breach under this Lease made by Lessee or the Lessor:

- (i) Lessee's or Lessor's claims for breach of this Contract that Lessee cannot resolve in the ordinary course of business and which cannot be further resolved by the Lessor and the Lessee, shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, Lessee or the Lessor shall submit written notice, as required by subchapter B, to the designated representatives of the other party. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Lessee and the Lessor otherwise entitled to notice pursuant to this Lease. Compliance by Lessee or the Lessor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
- (ii) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is Lessee's and Lessor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract if the parties are unable to resolve their disputes under this Section 18.
- (iii) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Lease by Lessor nor any other conduct of any representative of Lessor relating to this Lease shall be considered a waiver of sovereign immunity to suit.

(b) The submission, processing and resolution of Lessee's or Lessor's claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found in the Texas Administrative Code.

(c) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance under this Lease by Lessee or the Lessor, in whole or in part.

19. Notice. "Notice" means any notice, notification, consent, approval, request, designation, submission, specification, election, or other communication required or permitted under this Lease. All notices shall be in writing and shall be deemed to have been given and received the earlier of (1) the date the notice is delivered by one party to the other party personally or delivered to the party's address by a party or by a delivery service which records delivery dates, or (2) three days after the notice is placed in the mail addressed to the other party at the party's address, properly stamped, certified or registered mail, return receipt requested. A party's address shall be as follows or as set forth in a notice to the other party:

If mailed to Lessor: Chief Clerk
General Land Office
PO Box 12873
Austin, TX 78711-2873

If hand delivered to Lessor: Chief Clerk
Texas General Land Office
1700 Congress Ave., 9th Floor
Austin, TX 78701-1495

If to Lessee: Chief Executive Officer
Alamo Trust, Inc.
321 Alamo Plaza, Suite 200
San Antonio, Texas 78205

With a copy to: Chairman-Board of Directors
Alamo Trust, Inc.
321 Alamo Plaza, Suite 200
San Antonio, Texas 78205

With a copy to: General Counsel
Alamo Trust, Inc.
Kerry T. Benedict
Dykema
112 E. Pecan, Suite 1800
San Antonio, Texas 78205

20. Miscellaneous.

- a. Governing Law. The law governing this Lease shall be the laws of the State of Texas.
- b. Binding Effect. This Lease shall be binding upon and inure to the benefit of Lessor, Lessee, and their successors and assigns.
- c. Headings. The references in the headings of the Sections in this Lease are used for convenience only and shall have no substantive meaning or effect.
- d. Amendments. This Lease may be amended or modified only by a written agreement signed by Lessor and Lessee.

21. Memorandum of Lease. Lessor and Lessee will execute for purposes of recordation in the appropriate real property records, a memorandum of this Lease containing the names of the parties, notice/contact information, and a description of the Premises in a form mutually agreed upon ("Memorandum of Lease"). If there is any discrepancy between the recorded Memorandum of Lease and this Lease, this Lease shall prevail. Lessee agrees to pay when due and payable any and all charges, recording costs, and taxes required in connection with recording the Memorandum of Lease.

22. Estoppel Certificates. The parties hereto shall each furnish to the other party, upon request from the other party, from time to time, with a certificate signed by the non-requesting party to the effect that the Lease is then presently in full force and effect; that the Rent payable is fully paid; and that the non-requesting party is not then in default under this Lease.

23. Entire Agreement. This Lease contains the entire agreement between the parties as to the lease of Premises from Lessor to Lessee, and, in executing it, the parties have not relied upon any statement, promise, or representation not expressed in this Lease.

24. Rights of Successors. All of the rights and obligations of the parties to this Lease shall bind and inure to the benefit of their respective successors, assigns and Permitted Assigns.

SIGNATURES ARE ON FOLLOWING PAGE

(Signature Page-Lease Agreement)

EXECUTED as of the _____ day of _____, 20____ (the "*Effective Date*")

LESSOR:

TEXAS GENERAL LAND OFFICE

By: _____
Name: _____
Title: _____

LESSEE:

**ALAMO TRUST, INC.,
a Texas non-profit corporation**

By: _____
Name: _____
Title: _____

SIGNATURE PAGE

4812-4379-2027.2

EXHIBIT A-1
DESCRIPTION OF PREMISES

4812-4379-2027.2

EXHIBIT A-2
DEPICTION OF ALAMO COMPLEX

4812-4379-2027.2



**AMENDMENT NO. 1 TO
GLO CONTRACT NO. 19-368-000-B952**

THE GENERAL LAND OFFICE (the “GLO”) and **ALAMO TRUST, INC.** (“Provider”), each a “Party” and collectively “the Parties” to GLO Contract No. 19-368-000-B952 (the “Contract”), desire to amend the Contract. Therefore, the Parties agree as follows:

WHEREAS, the GLO and Provider have contracted for management and daily operations of the Alamo Complex, in accordance with Texas Natural Resources Code Section 31.451;

WHEREAS, the COVID-19 pandemic struck the United States in the early months of 2020, and since then, state and local governmental orders have restricted operations of museums, historic sites, tourist destinations and businesses in an attempt to control the spread of COVID-19;

WHEREAS, because of these state and local governmental orders and subsequent revision of operating procedures for visitation at the Alamo Complex in an effort to enforce social distancing measures encouraged to reduce the spread of COVID-19, the Alamo Complex has been unable to welcome visitors since March 2020 in the same capacity as previous years, and, therefore, revenue generated from tour sales, event sales, revenue-generating contracts, and other forms of income has been substantially reduced;

WHEREAS, Provider has voluntarily implemented cost-saving measures and other budget cuts in light of the lost revenues resulting from the COVID-19 pandemic, though the long-lasting impact on revenues due to the pandemic has placed significant financial strains on Provider’s ability to manage, maintain and operate the Alamo Complex for the GLO under the Contract;

WHEREAS, it is critical to the State of Texas that the Alamo Complex remain open to visitors during the COVID-19 pandemic to preserve the memory and achievement of the individuals who served at the Alamo and to provide a fitting tribute to the heroism of the people who paid the ultimate sacrifice for freedom; and

NOW, THEREFORE, in consideration of the above recitals, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SECTION 3.09(c)(ii-1)** is hereby added to the Contract as follows:

“(ii-1) Within ten (10) calendar days of the Effective Date of Amendment No. 1 to the Contract, GLO shall deposit in the Provider Account **\$2,586,289.13** (the “Advance Amount”). The funds represent the February through July (the “Advance Period”) revenues that would normally be realized, less 10%, prior to the COVID-19 pandemic. Provider shall use the Advance Amount solely to pay Alamo operational expenses, including, but not limited to, salaries and related personnel costs, insurance, utilities, maintenance, equipment costs, office supplies, etc., in accordance with Provider’s management and operation

responsibilities under the Contract. Upon request, Provider shall provide GLO with documentation detailing the expenses paid by Provider using the Advance Amount, and GLO may, at its sole discretion, require Provider to reimburse GLO for any Advance Amount funds not spent on operational expenses as described above. In August of 2021, the GLO will compute the actual revenues that were earned during the Advance Period. The Provider will return to the GLO the lesser of the actual revenues during the Advance Period or the Advance Amount as determined by the GLO. The funds must be returned to the GLO by deposit into the Comptroller's Sweep Account and swept to the Texas Treasury within ten (10) calendar days of receiving notice from the GLO. Notice will be sent, via email, to the Provider's Chief Financial Officer."


2. This Amendment shall be effective upon the date of the last signature.
3. The terms and conditions of the Contract not amended herein shall remain in force and effect.

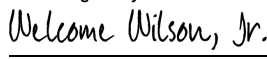
SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO
GLO CONTRACT No. 19-368-000-B952**

GENERAL LAND OFFICE

**ALAMO TRUST, INC.,
A TEXAS NON-PROFIT CORPORATION**


DocuSigned by:

7C299F4374E7497...
Mark A. Havens, Chief Clerk/
Deputy Land Commissioner
Date of execution: 2/10/2021

DocuSigned by:

647DD46C08AC4D0...
Name: Welcome Wilson, Jr.
Title: Chairman
Date of execution: 2/9/2021

OGC 

SDD 

DGC 

GC 



**AMENDMENT NO. 2 TO
GLO CONTRACT NO. 19-368-000-B952**

THE GENERAL LAND OFFICE (the “**GLO**”) and **ALAMO TRUST, INC.** (“**Provider**”), each a “Party” and collectively “the Parties” to GLO Contract No. 19-368-000-B952 (the “**Contract**”), desire to amend the Contract. Therefore, the Parties agree as follows:

WHEREAS, the GLO and Provider have contracted for management and daily operations of the Alamo Complex, in accordance with Texas Natural Resources Code Section 31.451;

WHEREAS, the COVID-19 pandemic struck the United States in the early months of 2020, and since then, state and local governmental orders have restricted operations of museums, historic sites, tourist destinations and businesses in an attempt to control the spread of COVID-19;

WHEREAS, because of these state and local governmental orders and subsequent revision of operating procedures for visitation at the Alamo Complex in an effort to enforce social distancing measures encouraged to reduce the spread of COVID-19, the Alamo Complex has been unable to welcome visitors in the same capacity as previous years since March 2020, and, therefore, revenue generated from tour sales, event sales, revenue-generating contracts, and other forms of income has been substantially reduced;

WHEREAS, Provider has voluntarily implemented cost-saving measures and other budget cuts in light of the lost revenues resulting from the COVID-19 pandemic, however, the long-lasting impact on revenues due to the pandemic has placed significant financial strains on Provider’s ability to manage, maintain, and operate the Alamo Complex for the GLO under the Contract;

WHEREAS, it is critical to the State of Texas that the Alamo Complex remain open to visitors during the COVID-19 pandemic to preserve the memory and achievement of the individuals who served at the Alamo and to provide a fitting tribute to the heroism of the people who paid the ultimate sacrifice for freedom;

WHEREAS, the GLO and Provider previously amended the Contract to provide additional funding to represent revenues that would have been realized but were otherwise prevented by the COVID-19 pandemic, in order to pay for costs attributable to Provider’s ascribed duties under the Contract;

WHEREAS, Provider needs additional funding for a new, experienced Executive Director, the creation of a new in-house archaeology department at the Alamo, and additional Alamo operational expenses.

NOW, THEREFORE, in consideration of the above recitals, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SECTION 3.09(c)(ii-1)** is hereby amended as follows:

The date when Provider must return to the GLO the lesser of the actual revenues during the Advance Period or the Advance Amount, as determined by the GLO, shall be extended to six (6) months from the date of receiving a reimbursement notice from the GLO. If such reimbursement is required by the GLO, notice will be sent, via email, to the Provider's Chief Financial Officer.

2. **Section 3.09(c)(ii-2)** is hereby added to the Contract as follows:

"3.09(c)(ii-2). Within ten (10) calendar days of the effective date of Amendment No. 2 to the Contract, GLO shall deposit in the Provider Account a total of **\$3,035,000.00** (the "***Additional Funding***"). Provider shall allocate the Additional Funding as follows:

(a) \$1,000,000.00 to pay the annual salary of its new Executive Director for a total of four (4) calendar years from the effective date of this Amendment No. 2;

(b) \$535,000.00 to establish and fund an in-house archaeology department at the Alamo, including the salary or salaries of professionals hired for this department, for a total of two (2) calendar years from the effective date of this Amendment No. 2; and

(c) \$1,500,000.00 to pay projected one (1) year of Operating Expenditures, including, but not limited to, salaries and related personnel costs, insurance, utilities, maintenance, equipment costs, office supplies, etc., in accordance with Provider's management and operation responsibilities under the Contract.

Upon request, Provider shall provide GLO with documentation detailing the salaries, expenses, and/or other costs paid by Provider using the Additional Funding, and GLO may, at its sole discretion, require Provider to reimburse GLO for any Additional Funding amounts not spent in accordance with the categories and allocations described above. If such reimbursement is required by the GLO, the funds must be returned to the GLO by deposit into the Comptroller's Sweep Account and swept to the Texas Treasury within ten (10) calendar days of receiving notice from the GLO. If such reimbursement is required by the GLO, notice will be sent, via email, to the Provider's Chief Financial Officer."

3. This Amendment No. 2 shall be effective upon the date of the last signature.

4. The terms and conditions of the Contract not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 2 TO
GLO CONTRACT NO. 19-368-000-B952**

GENERAL LAND OFFICE

**ALAMO TRUST, INC.,
A TEXAS NON-PROFIT CORPORATION**

DocuSigned by:

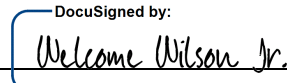


70299F4374E7487...
Mark A. Havens, Chief Clerk/

Deputy Land Commissioner

Date of execution: 8/25/2021

DocuSigned by:



647BD48C08AC4D0...
Name: Welcome Wilson, Jr.


Title: Chairman

Date of execution: 8/25/2021

OGC

DS
BB

CFO

DS


DGC

DS
MB

GC

DS
JG



**AMENDMENT NO. 3 TO
GLO CONTRACT NO. 19-368-000-B952**

THE GENERAL LAND OFFICE (the “**GLO**”) and **ALAMO TRUST, INC.** (“**Provider**”), each a “Party” and collectively “the Parties” to the Management Services Contract GLO Contract No. 19-368-000-B952 (the “**Contract**”), desire to amend the Contract. Therefore, the Parties agree as follows:

WHEREAS, the GLO and Provider have contracted for management and daily operations of the Alamo Complex, in accordance with Texas Natural Resources Code Section 31.451;

WHEREAS, the COVID-19 pandemic struck the United States in the early months of 2020, and since then, state and local governmental orders have restricted operations of museums, historic sites, tourist destinations and businesses in an attempt to control the spread of COVID-19;

WHEREAS, Provider has voluntarily implemented cost-saving measures and other budget cuts in light of the lost revenues resulting from the COVID-19 pandemic, however, the long-lasting impact on revenues due to the pandemic placed significant financial strains on Provider’s ability to manage, maintain, and operate the Alamo Complex for the GLO under the Contract;

WHEREAS, it is critical to the State of Texas that the Alamo Complex remain open to visitors during the COVID-19 pandemic to preserve the memory and achievement of the individuals who served at the Alamo and to provide a fitting tribute to the heroism of the people who paid the ultimate sacrifice for freedom;

WHEREAS, the GLO and Provider previously amended the Contract to provide additional funding to represent revenues that would have been realized but were otherwise prevented by the COVID-19 pandemic, in order to pay for costs attributable to Provider’s ascribed duties under the Contract;

NOW, THEREFORE, in consideration of the above recitals, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SECTION 3.09 Funding and Revenue Requirements/Payments to Provider (c)(ii-1)** is hereby amended as follows to add section (a) under (c) (ii-1):

- (a) Provider shall return TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00) of the Advance Amount to the GLO on or before February 28, 2022. Provider shall return to the GLO the remainder of the Advance Amount in the amount of TWO MILLION THREE-HUNDRED THIRTY-SIX THOUSAND TWO-HUNDRED EIGHTY-NINE DOLLARS (\$2,336,289.13) on or before February 28, 2023. The funds returned to the GLO shall be deposited by Provider into the Comptroller’s Sweep Account and swept to the Texas Treasury.

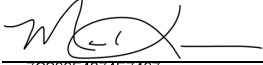
2. The terms and conditions of the Contract not amended herein shall remain in force and effect.


SIGNATURE PAGE FOLLOWS

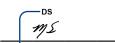
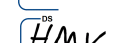
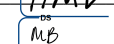
**SIGNATURE PAGE FOR AMENDMENT NO. 3 TO
GLO CONTRACT NO. 19-368-000-B952**

GENERAL LAND OFFICE

**ALAMO TRUST, INC.,
A TEXAS NON-PROFIT CORPORATION**

DocuSigned by:

7C299F4374E7497...
Mark A. Havens, Chief Clerk/
Deputy Land Commissioner
Date of execution: 3/1/2022

DocuSigned by:

06EE0DF974DD496
Name: Kate Rogers
Title: Executive Director
Date of execution: 2/28/2022

OGC 
PM 
DGC 
GC 