

OWNER'S REPRESENTATIVE AGREEMENT

THIS OWNER'S REPRESENTATIVE AGREEMENT ("Agreement") is entered into on October, 2025 (the "Effective Date") by and between Falls City Independent School District ("Owner"), and Rosborough Project Management, LLC ("Owner's Representative").

BACKGROUND

- A. The Owner intends to develop the project described conceptually as follows:
- Roofing Overlay Project : Falls City ISD
- B. The Owner desires to retain the Owner's Representative to provide basic services in the administration required for the development of the Project, which may include meetings, observations and invoice review.

In consideration of the foregoing and the mutual covenants contained in this Agreement, the Owner and the Owner's Representative agree as follows:

AGREEMENT

1. Term of Agreement. This Agreement is effective on the Effective Date and shall remain in effect until all obligations set forth in this Agreement have been satisfactorily fulfilled, or until the date of 12-31-25, whichever shall occur first (the "Term"). This Agreement may be extended for additional time periods, and scope, subject to mutual approval in writing by both parties. Either party may terminate this Agreement for convenience with thirty (30) days prior written notice of termination. In the event of termination by either party, Owners Representative shall be paid for work performed through the date of termination. Upon termination of this Agreement, Owners Representative shall cause to be returned to Owner all documents, agreements, or materials related to the Program within ten (10) days of the date of termination.

2. Scope of Services.

2.1. Owner retains the Owner's Representative to provide sufficient organization, personnel and management to perform the services specified in this Agreement (the "Work") in an expeditious and economical manner at the standards of Owner's Representative's profession or business to further the Owner's interests. The Owner's Representative shall furnish all labor,

services, supplies, materials and equipment required to complete the Work using Owner's Representatives best efforts, skill, judgment, and abilities in accordance with this Agreement. Scope of Services are as attached in "Exhibit A".

2.2. Nothing in this Agreement shall be construed to mean that the Owner's Representative assumes any of the responsibilities or duties of any third-party contractor or designer providing services on the Project. Any such contractor will be solely responsible for construction means, methods, techniques, sequences and procedures used in the construction of the Project and for the safety of its personnel, property, and its operations and for performing in accordance with the contract between the Owner and contractor. The Contractor will be solely responsible for Quality on the project, and it should be recognized that any Observations by the Owner's Representative are provided as a Service to the Owner, and do not relieve the Contractor of their obligations to construct according to plans and specifications. Any designer is solely responsible for the design requirements and design criteria of the Project and shall perform in accordance with its contract between the designer and the Owner.

- (1) Owner's Representative shall not be responsible for, nor have any duty to, perform any act or refrain from acting in any way related to the following:
 - (a) the means, methods, techniques, sequences, or procedures of construction or design for the Project;
 - (b) inspecting work of any/all trades;
 - (c) selection or inspecting of any materials provided to the Project
 - (d) Quality Control
- (2) Owner's Representative will report to Owner, in writing, if any disputes arise in which Owner's Representative becomes aware of between any interested party and Owner related to the acceptability of the work, or the interpretation of the requirements of the construction contract documents pertaining to the furnishing and performing of the work.
- (3) The Owner will provide the Owner's Representative access to all facilities where construction activities are planned or being constructed.
- (4) Any contract review from the Owner's Representative should not be construed as legal advice. The Owners Representative is not an Attorney and not qualified to provide legal advice. The Owner should consult with their Attorney for any legal questions or concerns.

The parties agree that Owner's Representative's action in providing the Services under this Agreement is for the sole benefit of Owner, and by performing as provided in the Scope of Services, Owner's Representative is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the design or construction for this Project or its compliance with any construction contract documents. No action taken by Owner's Representative shall relieve any architect or general contractor for the Project from its obligations to perform the work in strict conformity with the requirements of the construction contract documents, and in strict conformity with all other applicable laws, codes, rules, and regulations.

2.3. Owner's Representative shall perform the Work set forth in **Exhibit A**, in cooperation with the Owner and the "Project Team". The Project Team includes the "Architect", which means (as appropriate to the context) the design architect, the architect or engineer who prepares the plans and specifications, the inspecting architect, or such other design and design-related consultants as may be appropriate; the "Contractor", which means the general contractor with whom the Owner has

contracted to construct the entire or a portion of the Project and the general contractor's subcontractors, suppliers, and materialmen; and "Consultants", which means such other consultants and professionals that perform consulting services for the Project, including without limitation, testing laboratories and surveyors. Nothing contained in this Agreement shall create any obligation or contractual relationship between the Owner's Representative and any third party, including without limitation any other member of the Project Team.

24. Owner may modify the Work without invalidating this Agreement. To avoid delay in the Project, upon receipt of an Owner-requested change in the Work, the Owner's Representative shall promptly proceed with the change in Work. If the Owner's Representative believes it is entitled to additional compensation for the change in Work, the Owner's Representative shall promptly notify the Owner in writing. Any change in Owner's Representative's compensation shall be made by a written agreement signed by both parties.

3. Owner's Responsibilities.

3.1. The Owner shall provide information regarding its design and construction requirements for the Project to the Owner's Representative, in a timely fashion.

3.2. The Owner shall designate an individual who shall have the authority to render decisions on Owner's behalf ("Owner's Contact"). The Owner may change Owner's Contact from time to time by written notice to the Owner's Representative. The initial Owner's Contact shall be Mr. Todd Pawelek.

4. Compensation and Terms of Payment.

4.1. The consideration for all Work performed or supplied by Owner's Representative under this Agreement shall be paid by Owner as set forth in **Exhibit B**.

4.2. Reimbursable Expenses.

- (1) Should the Owner request any items that are outside of basic scope of work, but done as a benefit to the Owner (prints, advertisement, specialty consultants, travel, etc), the Owner's Representative shall be compensated as a reimbursable. These reimbursables shall include a 10% markup and the Owner shall be notified prior to the expense being incurred.
- (2) If expenses are reimbursable, each request for reimbursement shall be itemized and accompanied by receipts.

4.3. Frequency of Invoicing and Terms of Payment. Owner's Representative shall submit invoices monthly, by the 5th day of the following month of the service period. Payment shall be made by Owner within 30 days after Owner's receipt of an invoice and acceptance of services rendered under this Agreement.

5. General Terms and Conditions.

5.1. Termination, Suspension.

5.1.1. Termination for Convenience by Owner or Owner's Representative. Owner or Owner's Representative may terminate this Agreement in whole or in part upon (30) days written notice to the other party, for convenience. In the event of a termination for Owner's convenience, Owner's Representative shall be entitled to payment, calculated on a pro rata or other equitable basis, agreed upon by Owner and Owner's Representative, for services satisfactorily performed prior to termination, together with reimbursable expenses then due. In no event shall Owner's Representative be paid for work performed or costs incurred after receipt of notice of termination, or for costs incurred by suppliers or subcontractors which could have been avoided. Owner will not pay the Owner's Representative for loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. Upon receipt of notice of termination, unless the notice directs otherwise, the Owner's Representative shall do the following: discontinue all Work, placing orders, or entering into contracts for supplies, assistance, facilities, and materials, cause its suppliers and/or subcontractors to cease their work for this Agreement, and shall promptly cancel all existing orders and contracts that are chargeable to this Agreement.

5.1.2. Suspension by Owner. Owner may, without cause, order the Owner's Representative in writing to suspend its services in whole or in part for such period of time as the Owner may determine. If the Owner suspends the Project, without cause, for more than 30 consecutive days, the Owner's Representative shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Owner's Representative shall be compensated for reasonable expenses incurred as a direct result of the interruption and resumption of the Owner's Representative's services. If appropriate, the Owner's Representative's fees for the remaining services and the time schedules shall be equitably adjusted. If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Owner's Representative, the Owner's Representative may terminate this Agreement by giving not less than 30 days' written notice.

5.1.3. Suspension by Owner's Representative. If the Owner fails to make payments to Owner's Representative in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at Owner's Representative's option, cause for suspension of performance of services under this Agreement. If the Owner's Representative elects to suspend services, Owner's Representative shall give 30 days' written notice to the Owner due to the Owner's failure to make payment before suspending services. If Owner's Representative suspends services, Owner's Representative shall have no liability to Owner to the extent of any delay or damage caused the Owner because of such suspension of services, except to the extent the Owner withheld payment for causes permitted by this Agreement, or the suspension by Owner's Representative was otherwise not warranted. Before resuming services, Owner's Representative shall be paid all sums due prior to suspension and any reasonable expenses incurred as a direct result of the interruption and resumption of the Owner's Representative's services (if such suspension was warranted) and if appropriate, the Owner's Representative's compensation for the remaining services shall be equitably adjusted.

5.2. Disputes.

5.2.1. Owner and Owner's Representative shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement

within the time period specified by applicable law.

5.2.2. Owner and Owner's Representative shall endeavor to resolve claims, disputes and other matters in question ("Dispute") between them by negotiation in good faith.

5.2.3. If negotiation fails to resolve a Dispute within 30 days after receipt of notice of the Dispute, then the parties agree that any Dispute arising out of or related to this Agreement shall be subject to non-binding mediation with an agreed upon neutral third party, as a condition precedent to litigation.

5.2.4. Owner and Owner's Representative shall endeavor to resolve Disputes between them by mediation which, unless the parties mutually agree otherwise, shall be conducted in accordance with the American Arbitration Association Construction Industry Mediation Procedures in effect on the Effective Date. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint but, in such event, mediation shall proceed in advance of litigation proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

5.2.5. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Comal County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

5.2.6. If the parties do not resolve a Dispute through mediation pursuant to this Section, the method of binding dispute resolution shall be litigation.

5.2.7. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Owner's Representative, in whole or in part.

5.3. Insurance.

5.3.1. Owner's Representative, at its sole cost and expense, shall maintain insurance coverage in the types and amounts listed below. The Owner's Representative shall also require its subcontractors to maintain the same insurance.

- .1 General Liability (including contractual liability)**
 - \$2,000,000 General Aggregate (per project)
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Personal/Advertising Injury (any one person or organization)
- .2 Professional Liability**
 - \$1,000,000 per claim and \$1,000,000 aggregate on a project-specific basis

Owner's Representative shall deliver to the Owner certificates, or at the request of the Owner certified copies, of the policies evidencing the insurance required above before the commencement of the Work and from time to time at the request of the Owner for as long as the Owner's

Representative is required to maintain such insurance. Each policy shall (1) require the insurer to notify the Owner at least 30 days before any cancellation, nonrenewal or material modification of the policy, and (2) waive all rights of subrogation against the Owner. Upon Owner's receipt of any notice of cancellation, nonrenewal or material modification of a policy, the Owner's Representative and subcontractors shall, within ten (10) days thereafter, procure other policies of insurance that are acceptable to the Owner and similar in all respects to the policy or policies about to be canceled or altered.

54. Indemnification.

5.4.1. Owner's Representative shall indemnify, defend, and hold harmless Owner, its employees, officers, directors, shareholders, partners, and representatives from and against any and all claims, losses, damages, expenses (including reasonable attorney's fees), and liability arising from a third-party but only to the extent same are caused by the negligence, misconduct, or other fault of Owner's Representative, its contractors, subcontractors, agents, and employees, and which arise out of the Services performed under this Agreement. The attorney providing representation will be selected by Owner's Representative, and Owner's Representative shall maintain management and control of the defense of any claims. Owner may retain its own representation at Owner's own cost. Owner agrees to keep the facilities in a safe condition and in conformance with applicable federal, state, and local laws, ordinances, and regulations. Owner shall defend, indemnify, and hold harmless Owner's Representative, its contractors, subcontractors, agents, and employees from claims resulting from the condition of Owner's facilities, but only to the extent same are not caused by Owner's Representative, or its contractors, subcontractors, agents, and employees' fault. This section shall survive the expiration or termination of this Agreement and the work related to this Agreement.

55. Conflict of Interest. Owner's Representative affirms that, to the best of its knowledge, no actual or potential conflict exists between Owner's Representative's family, business or financial interests and its services under this Agreement, and that it shall raise with Owner any questions regarding possible conflict of interest that may arise. Owner's Representative further affirms that it shall not hire any officer or employee of Owner to perform any service covered by this Agreement.

5.6. Independent Contractor. Owner's Representative shall perform its duties hereunder as an independent contractor and not as an employee of owner. Neither Owner's Representative nor any agent or employee of Owner's Representative shall be or shall be deemed to be an agent or employee of owner. Owner's Representative shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this agreement. owner's representative acknowledges that owner's representative and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Owner's Representative shall have no authorization, express or implied, to bind owner to any agreements, liability, or understanding except as expressly set forth herein. Owner's Representative shall be solely responsible for the acts of owner's representative, its employees, and agents.

5.7. Force Majeure. Owner's Representative shall not be liable in any respect for failure to perform the Services or any work where such failures are caused, directly or indirectly, by war or conditions of war, riots, strikes, pandemic, boycotts, criminal acts, acts or omissions of others, explosions, fires, floods, hurricanes, cyclones, natural calamity, or other acts of God or casualties beyond the control of Owner's Representative.

5.8. Proprietary Information. All information emanating from each party's business is considered to be proprietary and confidential, and each party agrees it will not, during or after the term of this Agreement, permit the duplication, use or disclosure of such information unless required by law.

5.9. Notices. Any notice provided for in or permitted under this Agreement shall be made in writing, by Certified U.S. Mail. For the purpose of notice, the address of the party shall be, until changed as hereinafter provided for, as follows:

If to the Owner: Falls City Independent School District
700 N. Nelson St
Falls City, TX 78113
Attention: Mr. Todd Pawelek

If to the Owner's
Representative: Rosborough Project Management, LLC
1900 Estrellita Ranch Rd
Canyon Lake, TX 78133
Attention: Ryan Rosborough

or to such other address as the Owner may specify in a written notice to the Owner's Representative or the Owner's Representative may specify in a written notice to the Owner in accordance with this Section.

5.10. Non-Waiver. No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

5.11. Assignment. Owner's Representative may not assign any obligations of this Agreement without the prior written consent of Owner. In the event of any assignment, Owner's Representative shall remain responsible for its performance and that of any assignee under this Agreement. This Agreement shall be binding upon Owner's Representative, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Agreement shall be void. Notwithstanding any notice of assignment, Owner's tender of payment to Owner's Representative named herein, or to any person reasonably believed by Owner to be entitled to payment, shall satisfy Owner's obligation to pay, and in no event shall Owner be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

5.12. Severability. If any provision of this Agreement shall be invalid or unenforceable with respect to any party, the remainder of the Agreement, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Agreement shall be valid and be enforceable to the fullest

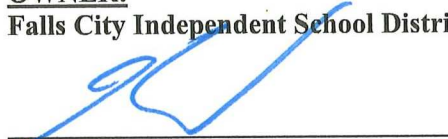
extent permitted by law.

5.13. Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

This Agreement is entered into as of the Effective Date.

OWNER:

Falls City Independent School District



(Signature)

GREG CRAWFORD, BOARD PRESIDENT
(Name/Title)

10/15/25
(Date)

OWNER'S REPRESENTATIVE:

Rosborough Project Management, LLC

(Signature)

(Name/Title)

(Date)

EXHIBIT A

SCOPE OF SERVICES

Owner's Representative shall provide the following scope of services ("Work"):

Pre-Construction Phase

- Participate in a "kickoff" meeting with Roofing Contractor and Owner

Construction Phase

- Establish and maintain communication protocol between the Owner, Architect (if applicable) and General Contractor.
- Perform periodic site visits to observe and record activities
- Review the contractor's monthly application for progress payments.

Closeout Phase

- Verify O&M Manuals are turned over to Owner.
- Verify Warranties are submitted and turned over to the Owner.

EXHIBIT B

COMPENSATION

Subject to adjustment made by written change orders, Owner's total obligation to Owner's Representative under this Agreement shall be paid

- Owner shall pay Owner's Representative for performance of the Work on an hourly basis as follows: \$200/hour. Provided, however, in no event shall Owner's total payment to Owner's Representative exceed \$10,000.00 without the prior written approval of Owner.

Note: The above Not to Exceed amount is based on an assumed schedule. Should the schedule run longer at no fault of the Owner's Representative, a Change Order will be issued in the estimated amount for the remainder of the schedule.