

EXCLUSIVE BROKER AGREEMENT

This agreement is made and entered into this day by and between the County of Galveston, Texas, hereinafter referred to as "Client", and Hopkins Properties, Inc., hereinafter referred to as "Hopkins".

The Client hereby engages Hopkins to act as its exclusive real estate broker in the acquisition or sale of real properties which may be of interest to the Client (herein called the Target Property, whether one or more), upon the following terms and conditions:

Hopkins will:

1. Consult with Client to assist in determining particular needs.
2. Conduct a search of available property to obtain one or more choices that most closely matches Client's needs which will, when identified, become a Target Property.
3. Evaluate any Target Property located or identified by Client.
4. Assist in the preparation of the appropriate documents for the transaction under such terms and conditions as may be directed by Client.
5. Negotiate offers for lease/purchase with the property owners or representatives in an effort to obtain the optimum terms and conditions on behalf of Client.
6. Consultant shall assist Client with contracting of appropriate professional services to perform title examinations, surveying, engineering, inspections, environmental assessments, legal, and other related real estate services, if requested by Client.
7. Assist in the process of closing the transaction.
8. List a Target Property for sale as authorized by the Commissioners Court pursuant to Texas Local Government Code § 263.008 and return the highest cash offer for consideration of the Commissioners Court on or after the 30th day a Target Property has been listed on a multiple listing service used by other brokers in Galveston County.

Client will:

1. work exclusively through Broker when acquiring or selling property in the market area and negotiate the acquisition of property in the market area only through Broker;
2. comply with other provisions of this agreement.
3. pay Hopkins for its services as set forth below

For the services described and set forth in this Agreement, Hopkins shall be paid as

follows: Hopkins will seek to obtain payment of a commission from the seller of the Target Property. If such seller refuses or fails to pay Broker the amount specified, Client will pay Broker the amount of two- and one-half percent (2.5%) of the gross sales price at closing. All payments shall be timely made at Hopkins' office addressed to 6601 Pearson Road, Santa Fe, Texas 77517.

For property sales, Hopkins shall be entitled to a six percent 6% commission of the gross sales price at closing, to be divided as agreed between Hopkins and the buyer's agent payable out of the proceeds of the sale of property.

The initial term of this Contract shall be one (1) year from the date of its execution. However, either party may terminate this agreement by at least thirty (30) days advance written notice to the other party. No termination shall serve to eliminate Client's duty of payment as described herein for any Target Property which is under contract prior to the termination of this Agreement.

In performing services for Client hereunder, Hopkins shall comply with all applicable laws and regulations. Hopkins Properties, Inc. and Paul Hopkins Jr are licensed Texas real estate brokers. Hopkins Properties, Inc. and Paul Hopkins Jr are not members of the National Association or Texas Association of Realtors. Should it become necessary to list any property which Client wishes to offer for sale, Hopkins may associate with a broker/member of such organizations in order to better market such property on behalf of Client. Any such broker/member association shall be subject to prior approval by Client.

In addition to the compensation described above, Hopkins shall be entitled to reimbursement for all costs and expenses directly incurred for the benefit of Client. All costs and expenses that are directly related to the purchase, lease and sale of Real Property shall include, but not be limited to, appraisals, surveys, studies, inspections, analysis and other related services defined in this Agreement and as requested by Judge Mark Henry.

Hopkins agrees to accept no other employment which conflicts with the interest of the Client regarding a Target Property. Client expressly understands that it is not Hopkins' sole client. Conflicts which may arise between Client and Hopkins' existing client base, shall be disclosed as soon as they are discovered and settled to the satisfaction of the Client.

Hopkins will not knowingly disclose information obtained in confidence from Client and so designated, except as authorized by Client or required by law. Hopkins may not disclose to Client any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

In the performance of all services to Client, Hopkins shall be deemed to be and shall be an independent contractor and as such, shall not be entitled to any benefits applicable to the employees of the Client.

Hopkins has no authority or power to contract for or bind the Client in any manner.

The Client shall send any notices required to be given under this Agreement to Hopkins' office at 6601 Pearson Road, Santa Fe, Texas 77517, or to any other address Hopkins may in writing direct; and Hopkins shall send notices required to be given under this Agreement to Client's office as follows: County of Galveston Texas, 722 Moody Ave., 2nd Floor, Galveston, Texas 77550, attention: Judge Mark Henry

It is also expressly understood and agreed that Hopkins will be responsible directly to Judge Mark Henry in all matters assigned to Hopkins, or to such other person designated in writing to Hopkins by the Commissioners Court.

This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respective within subject matter.

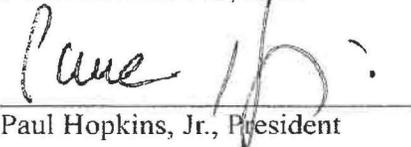
If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which it may be entitled.

This Agreement may not be amended or modified, and no waiver of any provisions hereof shall be effective, unless set forth in writing.

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder shall be governed by the laws of the State of Texas.

AGREED AND EXECUTED on this 2nd day of March 2026.

HOPKINS PROPERTIES, INC.

By: 
Paul Hopkins, Jr., President

COUNTY OF GALVESTON, TEXAS

By: 
Mark Henry, County Judge