

**AGREEMENT
BETWEEN
PRAIRIE VIEW A&M UNIVERSITY
AND
HBCU Direct Touring, LLC
FIN: 83-1431664**

THIS AGREEMENT, by and between **PRAIRIE VIEW A&M UNIVERSITY**, a Texas institution, located at L.W. Minor Street Prairie View, TX 77446, hereinafter referred to as the **"COLLEGE"**, and **HBCU DIRECT TOURING, LLC**, having its principal office at **2020 Howell Mill Road, NW, Atlanta, GA 30318**, hereinafter referred to as the **"CONTRACTOR"**.

WITNESSETH: In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

A. The Contractor agrees to perform the following services:

Serve as talent booking and promotions agent for the Homecoming Gospel Concert, held on October 11, 2026 and the Homecoming Hip Hop/R&B Concert held on October 15, 2025.

Secure performers, headlining artists and opening artists, for the Homecoming Gospel Concert, held on October 11, 2026 and the Homecoming Hip Hop/R&B Concert held on October 15, 2026.

Ensure headlining artists and opening acts (mutually agreed to by College and Contractor) will provide a 20 - 45 minute show.

Manage artists technical and hospitality rider requirements and coordinate travel with College.

Manage on-site relationship with artists before, during and after event to ensure excellence in execution of the homecoming concerts.

Serve contract/contracting process and payments to all artist related costs including performance fee and rider requirements such as air, hotel, ground transportation, per diem, etc.

B. The College agrees to provide the following:

Direct payment to artist(s): No payment to artists will be required under this agreement.

Payment to HBCU Direct Touring: Artists, Talent Booking and Promotion Fee: Prairie View A&M University will pay HBCU Direct, LLC a total of the cost of all talent plus fifteen percent (15%) of the total cumulative artist fees (i.e. If sum total of artist fees equal \$150,000.00 HBCU Direct Touring, LLC will receive \$150,000.00 plus \$22,500.00), not to exceed \$200,000.00.

Payment Schedule: Prairie View A&M University will pay HBCU Direct Touring, LLC as follows:

- i. **Artists, Talent Booking and Promotion Fee:** A payment is due upon the delivery of invoice and receipt for artists fees, as demonstrated via the artists contracts, for booking and promotions services. A 50% deposit + 15% (Talent Booking and Promotion Fee) shall be required upon booking of artists. (i.e if Artist A fee is \$15,000.00, and Artist B fee is \$55,000.00, and Artist C fee is \$80,000.00, and etc., then Talent Booking and Promotion Fee is \$22,500.00. Payment 1 = \$75,000.00 (Artists deposit of 50%) + \$22,500.00 (Talent Booking and Promotion Fee). Payment 2 = \$75,000.00 (Artists remaining balances) due on the day of the performances. College may request the booking of additional artists for Homecoming events as long as the combined total of artists fees and talent booking fees do not exceed \$200,000.00.

Equipment: School will provide a stage with a minimum 30' x 30' space.

Production: School will provide A-level concert sound and lighting in conjunction with artists technical rider needs.

Security: School will provide adequate police and t-shirt security to manage a crowd of approximately 4,250 people. Total number to be mutually agreed upon by promoter and school.

C. Revenues.

- The College agrees to provide Contractor with 0% of gross revenues.

D. Ticket Sales:

- As determined by School.

E. The parties agree that the following shall be essential terms and conditions of this Agreement:

1. The Contractor warrants that no part of the total contract amount provided herein shall be paid, directly or indirectly, to any officer or employee of the State of Georgia as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to the contractor in connection with any work contemplated or performed relative to this agreement. If the contractor is an individual, the contractor warrants that within the past six (6) months he/she has not been and during the term of this contract will not become an employee of the State of Georgia.
2. The parties agree to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973,

Executive Order 11,246 and the related regulations of each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status, or national origin.

3. The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.
4. The contractor, being an independent contractor and not an employee of this institution, agrees to carry adequate public liability and other appropriate forms of insurance, to pay all taxes incidental hereunto, and otherwise protect and hold the institution harmless from any and all liability not specifically provided for in this agreement.
5. The effective date and term of the Agreement shall be from the date of final signature to October 17, 2026. Upon completion of the 2026 event, College agrees to provide Contractor with a written and/or verbal review of the event.
6. This Agreement may be terminated by either party by giving written notice to other, at least 30 before the effective date of termination.
7. If the Contractor fails to fulfill in a timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the terms of this Agreement, the College shall have the right to immediately terminate this Agreement and withhold payment in excess of fair compensation for work completed.
8. If the College fails to make deposit in a timely and proper manner the obligations under this agreement, or if the College shall violate any of the terms of this agreement, the Contactor shall have the right to immediately terminate this Agreement.
9. This Agreement may be modified only by written amendment executed by all parties hereto.
10. The Contractor shall maintain documentation for all charges against the College under this Agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of two (2) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the

College or the State Comptroller of the Treasury or their duly authorized representatives.

11. The Contractor shall not assign this Agreement or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the College.
12. Orok Orok_ is the College's Coordinator for this Agreement and can be reached at tel: _(936) 261-2605__ or email: oeorok@pvamu.edu .
13. Rod Chappell_ is the Contractor for this Agreement and can be reached at tel: (214) 335-9154, fax: (469) 574-5253 or email: hbcudirecttouring@gmail.com.
14. This Agreement shall not be binding upon the parties until it is approved by the President or, Office of Business and Finance, or the designee.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set forth their signatures:

Contractor
HBCU Direct Touring, LLC

By: Roderick Chappell
Roderick Chappell Title Date

PRAIRIE VIEW A&M UNIVERSITY

By: James R. McKee
Title Date

James R. McKee

Sr. Vice President, Chief Financial Officer

VENDOR PERFORMANCE ADDENDUM

This addendum (“Addendum”) amends and supplements the **Agreement** (“Agreement”) between Prairie View A&M University, a member of The Texas A&M University System (“A&M System”) and an agency of the state of Texas (“PVAMU”), and HBCU Direct Touring, LLC, a **limited liability company**, (“Provider”) dated October 11, 2026. All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. PVAMU and Provider may be individually referred to as “Party” or collectively referred to as “Parties.” Both Parties agree that the Agreement is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Agreement and in the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.
2. The following language is added to the Agreement.

PERFORMANCE CLAUSES

Reimbursement. This amount represents the total sum payable by PVAMU for services hereunder and any other expenses incidental to the performance will be the sole responsibility of Provider, unless otherwise specified in the Agreement. For reimbursable incidental expenses specified in the Agreement, original invoices or receipts will be required from Provider to initiate payment. It is understood and agreed that Provider will obtain the approval of PVAMU prior to participating in any performances, activities, or meetings with organizations or agencies other than those described herein during the time period covered by the Agreement.

Alcohol and Substances. Provider hereby certifies that no alcoholic beverages will be reflected in meal/beverage receipts for expenses to be reimbursed relative to the Agreement. Provider understands that possession and/or consumption of intoxicating beverages in undesignated areas or other illegal substances on the campus of PVAMU is forbidden. If consumption of intoxicating beverages, narcotics, or other illegal substances renders Provider incapable of fulfilling the terms and conditions outlined in this Agreement, PVAMU may cancel this Agreement without liability on the part of PVAMU.

Compliance with Standards. Provider shall be solely responsible for compliance with any performing fees, rules, regulations, or responsibilities required by any organization of which Provider is a member or may be contractually bound. Provider further agrees that payment of performing rights licenses for all material to be performed under the auspices of Provider is the responsibility of Provider. Provider shall indemnify, hold harmless, and defend PVAMU, its officers or employees, from and against any and all claims or suits that may be made or brought against Provider for non-compliance of any rules, regulations, or responsibilities required by said performing-rights licenses with respect to the performance of any material performed under this Agreement.

Inability to Perform. If Provider is unable to appear on the dates scheduled due to illness or as a result of a force majeure event (as set forth below), PVAMU will have no obligation to make

payments under this Agreement. Should such cancellation become necessary, Provider shall notify the PVAMU immediately by telephone to staff representative, Valerie Gibson (telephone: 936-261-2135) followed by an email copy (email: vgibson@pvamu.edu) of the circumstances resulting in the cancellation, with original documentation of circumstances to be provided within forty-eight (48) hours of the initial notice of cancellation. If cancellation by Provider for any reason other than illness or a force majeure event (as set forth below), Provider agrees to reimburse PVAMU for any and all documented out-of-pocket expenses, including but not limited to, advertising expenses and local production expenses. Payment will be due in full sixty (60) days from the date of the presentation noted above.

Travel Coordination. Provider agrees to provide PVAMU's staff representative with exact information regarding method and time of arrival in College Station, Texas, a minimum of seventy-two (72) hours prior to starting time of performance. The staff representative for this event is Valerie Gibson, who may be reached at 936-261-2135.

Sales. Provider shall have the right to have souvenir programs or other souvenir items sold with the understanding that sales tax will be calculated and retained by PVAMU for remittance. PVAMU will also retain 25% of Gross Sales, Gross Sales defined as total less sales tax of 8.25%. All merchandise inventory will be counted before and after all sales by PVAMU representatives and settlement will occur immediately after inventory check out is finished. PVAMU representatives will not sell merchandise.

Photography. In regard to photographs, still, non-flash photographs by representatives of the campus and community media will be permitted. It is the responsibility of Provider to satisfy any Actor's Equity or similar union or guild requirements concerning notification that photographs are being taken. Provider hereby grants permission for PVAMU to tape record and/or videotape the performance for non-commercial purposes. The tape(s) will remain the property of PVAMU.

Non-Solicitation. It is understood and agreed that Provider will not solicit funds or contributions either directly or through sale of materials during this contracted period and that no literature of any kind will be distributed unless prior permission is obtained from PVAMU.

MISCELLANEOUS CLAUSES

Compliance with Laws. Each Party shall comply with all federal, state, and local laws, executive orders, rules, and regulations applicable to the performance of its obligations under this Agreement.

Entire Agreement. This Agreement constitutes the entire and only agreement between the Parties relating to the subject matter hereof and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.

Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing

any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

Indemnification. Subject to the statutory duties of the Texas Attorney General, Provider shall indemnify, defend and hold harmless PVAMU, A&M System, and their regents, employees and agents (collectively, the "A&M System Indemnitees") from and against any third-party claims, demands, damages, liabilities, expense or loss asserted against A&M System Indemnities (each, a "Claim") arising out of or related to (i) an allegation that any of the good or services provided by Provider under this Agreement infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) Provider's breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of Provider or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such Claim arises from an A&M System Indemnatee's gross negligence or willful misconduct.

Independent Contractor. Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by Provider's service to PVAMU. Except as specifically required under the terms of this Agreement, Provider (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of PVAMU or A&M System. As an independent contractor, Provider is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. Provider and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of PVAMU and A&M System, including those applicable to conduct on its premises.

Insurance. Provider shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Exhibit A hereof.

No Impediments. Provider represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent Provider's performance of the Services.

Non-Assignment. Provider shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of PVAMU. Any purported assignment in violation of this Section will be void.

Non-Waiver of Defaults. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such

performance at any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. PVAMU and Provider can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

PVAMU:

Prairie View A&M University
Student Activities
100 University Drive
Prairie View, Texas 77446
Attention: Valerie Gibson
Telephone: 936-261-2135
Email: vrgibson@pvamu.edu

With a copy to:

Prairie View A&M University Contract Administration
P.O Box 519, MS 1311
Prairie View, Texas 77446-0519
Telephone: +1 936-261-1902
Email: Contracts@pvamu.edu

Provider:

HBCU Direct Touring, LLC
2020 Howell Mill Road, NW
NW, Atlanta, GA 30318
Attention: Roderick Chappell
Telephone: (214) 335-9154
Email: hbcudirecttouring@gmail.com

Organization. If Provider is a business entity, Provider warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Provider has been duly authorized to act for and bind Provider. Upon PVAMU's request, Provider shall promptly deliver to Provider (i) a certificate of good standing certified by the appropriate governmental officer in its jurisdiction of incorporation or organization; and (ii) a certificate of fact issued by the Texas Secretary of State.

Refund of Deposit/Prepayment. In the event this Agreement is canceled and/or terminated by Provider for reason not attributable to PVAMU or if canceled and/or terminated by PVAMU for default of performance by Provider, then within thirty (30) days after cancellation and/or termination, Provider will reimburse PVAMU for all advance payments paid by PVAMU to Provider that were (i) not earned by Provider prior to cancellation and/or termination, or (ii) for goods or services that the PVAMU did not receive from Provider prior to cancellation and/or termination.

Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

Survival. Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

Termination. PVAMU may terminate this Agreement for no cause on thirty (30) days' written notice to Provider. Furthermore, any provision automatically renewing or extending the term of this Agreement shall have no effect or be enforceable against PVAMU under this Agreement.

U.S. Currency. All amounts payable hereunder shall be paid in United States dollars.

Use of Name. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the services to be provided pursuant to this Agreement.

STATE AGENCY CLAUSES

Conflict of Interest. Provider certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of PVAMU or A&M System, has a direct or indirect financial interest in Provider or in the transaction that is the subject of this Agreement.

Delinquent Child Support Obligations. 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 an agreement to provide property, materials, or services

until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, *Texas Family Code*, Provider certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Dispute Resolution. To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by PVAMU and Provider to attempt to resolve any claim for breach of contract made by Provider that cannot be resolved in the ordinary course of business. Provider shall submit written notice of a claim of breach of contract under this Chapter to the Senior Vice-President for Business Affairs & CFO of PVAMU, who shall examine Provider's claim and any counterclaim and negotiate with Provider in an effort to resolve the claim. This provision and nothing in this Agreement waives PVAMU's sovereign immunity to suit or liability, and PVAMU has not waived its right to seek redress in the courts.

Executive Order GA-48. Provider represents and warrants that Provider is not and, if applicable, none of its holding companies or subsidiaries are (i) listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA") regarding telecommunications and video surveillance; (ii) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; (iii) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 ("15 C.F.R. § 791.4 List"); or (iv) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. Provider acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of PVAMU or the A&M System. If this Agreement is terminated due to a false certification, Provider will immediately reimburse PVAMU for all prepaid costs.

Export Control. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. Provider certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

Franchise Tax Certification. If Provider is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Provider certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Provider is exempt from the payment of franchise (margin) taxes.

Governing Law. The validity of this Agreement and all matters pertaining to this Agreement,

including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

Venue. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against PVAMU is to be in the county in which the principal office of PVAMU's governing officer is located.

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of PVAMU to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on PVAMU's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on PVAMU except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by PVAMU nor any other conduct, action, or inaction of any representative of PVAMU relating to this Agreement constitutes or is intended to constitute a waiver of PVAMU's or the state's sovereign immunity.

Not Eligible for Rehire. Provider is responsible for ensuring that its employees involved in any work being performed for PVAMU under this Agreement have not been designated as "Not Eligible for Rehire" as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event PVAMU becomes aware that Provider has a NEFR Employee involved in any work being performed under this Agreement, PVAMU will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by PVAMU.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Provider agrees that any payments owing to Provider under this Agreement may be applied directly toward certain debts or delinquencies that Provider owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

Prior Employment. Provider acknowledges that Section 2252.901, *Texas Government Code*, prohibits PVAMU from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement. If Provider is an individual, by signing this Agreement, Provider represents and warrants that it is not a former or retired employee of PVAMU that was employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement.

Prohibition on Contracts with Companies Boycotting Energy Companies. To the extent that Chapter 2276, Texas Government Code, is applicable to this Agreement, Provider certifies that (i) it does not boycott energy companies, and (ii) it will not boycott energy companies during the term of this Agreement. Provider acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

Prohibition on Contracts with Companies Boycotting Israel. To the extent that Chapter 2271, *Texas Government Code*, is applicable to this Agreement, Provider certifies that (i) it does not currently boycott Israel, and (ii) it will not boycott Israel during the Term of this Agreement. Provider acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

Prohibition on Contracts with Companies Discriminating Against Firearm Entities and Trade Associations. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, Provider certifies that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. Provider acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations. Provider certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. Provider acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate.

Prompt Payment. PVAMU will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, Texas Government Code (the “Texas Prompt Payment Act”), which shall govern remittance of payment and remedies for late payment and non-payment.

Public Information. Provider acknowledges that PVAMU is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon PVAMU’s written request, and at no cost to PVAMU, Provider will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of PVAMU in a non-proprietary format acceptable to PVAMU that is accessible by the public. Provider acknowledges that PVAMU may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and Provider agrees that this Agreement can be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.

State Auditor’s Office. Provider understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those

funds pursuant to Section 51.9335(c), Texas Education Code. Provider agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Provider will include this provision in all contracts with permitted subcontractors.

Tax Exempt. As an agency of the State of Texas, PVAMU is tax exempt. Tax exemption certification will be furnished to Provider upon request.

ACCEPTED & AGREED:

**PRAIRIE VIEW A&M UNIVERSITY
PRAIRIE VIEW A&M UNIVERSITY**

HBCU DIRECT TOURING, LLC

James R. McKee
Signature
James R. McKee
Name
Sr. Vice President, Chief Financial Officer
Title
9/10/2026 | 4:46 PM CDT
Date

Roderick Chappell
Signature
Roderick Chappell
Name
CEO
Title
9/10/2026 | 4:42 PM CDT
Date