

**AMENDED AND RESTATED COLLABORATION,
FACILITIES USE, AND SERVICES AGREEMENT
BETWEEN TEXAS CHRISTIAN UNIVERSITY AND
UNIVERSITY OF NORTH TEXAS HEALTH SCIENCES CENTER**

The University of North Texas Health Sciences Center (“HSC”) and Texas Christian University (“TCU”) (each a “Party” and, collectively, the “Parties”) hereby enter this Amended and Restated Collaboration, Facilities Use, and Services Agreement (“Agreement”) effective January 1, 2022.

In 2016, the Parties embarked on an ambitious and unprecedented collaboration between a public university and a private university to create a new allopathic school of medicine in Fort Worth, Texas. To that end, the Parties entered an initial Collaboration Agreement effective February 25, 2016 (“Original Collaboration Agreement”), to set forth their initial understanding concerning their collaborative development and operation of the new allopathic medical school.

In 2017, the Parties’ defined their collaboration more completely as documented by three interconnected agreements: the Amended and Restated Collaboration Agreement, the Vision Statement and Agreement, and the Facilities Use Agreement (collectively, the “2017 Agreements”). The 2017 Agreements replaced the Original Collaboration Agreement and defined the rights, obligations, and responsibilities of the Parties with respect to the creation, development, and operation of the new allopathic medical school.

As a result of this collaboration, HSC and TCU established the TCU and UNTHSC School of Medicine (“SOM”), one of the newest and most innovative allopathic medical schools in the country. Under the 2017 Agreements, HSC has provided the SOM more than five million dollars per year in facilities and in-kind services. Throughout the collaboration, TCU has been the degree granting institution for the SOM, and TCU has provided the resources necessary to fund the operations of the SOM beyond the in-kind support provided by HSC. Without the support of both institutions and without the vision, leadership, and commitment of HSC as well as TCU, the Parties would not have been able to establish the SOM.

The SOM enrolled its first class in the summer of 2019. With three classes now preparing to be future physicians, the SOM has received more than 8,000 applications for its incoming class (class entering in the summer of 2022) of 60 students. Further, the SOM has now received provisional accreditation from the accrediting body for allopathic medical schools, the Liaison Committee on Medical Education of the Association of American Medical Colleges (“LCME”), and the SOM anticipates full accreditation following the LCME site visit scheduled for 2023.

The Parties have created more than 500 new Graduate Medical Education placements in the Fort Worth region, benefitting both allopathic and osteopathic students and increasing the number of physicians serving North Texas. In establishing the SOM, the Parties have served the public good and the people of North Texas with improved healthcare by increasing the number of physicians being prepared and trained to serve this region and this country.

Under the 2017 Agreements, TCU has been the degree granting institution for the SOM, and the TCU Board of Trustees has governed the SOM. Nevertheless, the Parties’ original vision for the SOM was, over time, to evolve into a jointly accredited medical degree program. Although the Parties have explored various paths towards a joint medical degree program, the Parties have not been able to agree on pursuit of a specific path toward a joint medical degree program.

Also, while the current facilities provided by HSC have been ideal for launching the SOM, the Parties have always anticipated that the SOM would eventually need its own building, and that HSC would

repurpose the facilities currently used by the SOM. With the SOM expanding in complexity and population, the Parties agree the time has come for the SOM to find new facilities in which to operate.

Accordingly, the Parties have agreed that their collaboration will evolve in a number of ways as set forth in this Agreement. The SOM will transition to a new home, and during the transition, TCU will pay HSC for facilities and services provided by HSC to the SOM. TCU will remain the degree granting institution, and TCU shall solely govern the SOM. The Parties are committed to navigating this transition in a way that continues to provide SOM students with excellent facilities and an uninterrupted academic experience.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I SOM LICENSED FACILITIES

1.01 HSC IREB. HSC, subject to the terms and conditions set forth herein, does hereby license to TCU and TCU does hereby license certain space which is comprised of approximately sixty thousand (60,000) square feet, located in the HSC Interdisciplinary Research and Education Building, (“IREB Premises”). The floor plan of the IREB Premises is described in Exhibit A, which is attached hereto and incorporated herein by reference for all purposes.

1.02 Acceptance of IREB Premises. HSC makes no representation or warranty of any kind (express or implied) regarding the suitability of, or compliance with applicable laws, requirements, or standards by, the IREB Premises as built or maintained, for any aspect of TCU’s intended use. Accordingly, TCU acknowledges and agrees that TCU has made an adequate investigation and inspection of the IREB Premises and has made its own determination regarding the suitability thereof for TCU’s intended use. TCU further acknowledges and agrees that to the extent required under this License, the IREB Premises will be delivered by HSC to TCU “as is,” “where is” and “with any and all faults,” and without any representation or warranty of any kind (express or implied), including, but not limited to, representations and warranties as to merchantability and fitness for the use thereof for any particular purpose, and shall be used by TCU at TCU’s own risk.

1.03 Initial Term. This IREB Premises license shall be for an initial term commencing on January 1, 2022, and terminating on the last day of August 2022 (“Initial Term”).

1.04 Extension of Term. TCU has the right to extend the term of the IREB Premises license for an additional period of four (4) months (“Renewal Term”) by providing HSC written notice of intent to extend at least sixty (60) days prior to the end of the Initial Term. The Renewal Term, if any, would terminate on the last day of December 2022.

1.05 Use of Scheduled Facilities. In addition to the IREB Premises, HSC shall make available to TCU for its non-exclusive use those classrooms, educational rooms, and conference rooms within the IREB that HSC has made available for the SOM’s non-exclusive use in prior years under the 2017 Agreements (“Scheduled Facilities”). It is the intent of the Parties that HSC will provide TCU access to the Scheduled Facilities during the Initial Term and any Renewal Term in a similar manner and to a similar extent that the SOM has used Scheduled Facilities under the 2017 Agreements. Prior to the 2022-2023 academic year, HSC and TCU will agree upon a schedule of use for those Scheduled Facilities that will allow access to classrooms, educational rooms, and conference rooms as necessary to conduct the educational activities of the TCU SOM, including scheduling hours when the Scheduled Facilities will be

reserved for TCU's exclusive use ("Schedule of Use"). TCU may also reserve the Scheduled Facilities for use by the TCU SOM on an "as available" basis in addition to the uses included on the Schedule of Use.

1.06 Rates. During the IREB Premises Initial Term and Renewal Term, TCU shall pay HSC as follows:

- (a) License Fee. During the Initial Term of this IREB Premises license and the use of the Scheduled Facilities, TCU agrees to pay HSC, as rent for the IREB Premises and the Scheduled Facilities, monthly license fee payments, payable in advance on the first day of each calendar month, the sum of One Hundred Eighty Thousand Two Hundred Fifty and No/100 Dollars (\$180,250.00) commencing on the first day of the Initial Term. During the Renewal Term of this IREB Premises license, TCU agrees to pay HSC, as rent for the IREB Premises, monthly license fee payments, payable in advance on the first day of each calendar month, the sum of One Hundred Eighty Five Thousand Six Hundred Fifty Seven and 50/100 Dollars (\$185,657.50), commencing on the first day of the Renewal Term. If TCU holds over beyond the Renewal Term, then TCU agrees to pay a holdover license fee in the sum of One Million One Hundred Eighty Five Thousand Six Hundred Fifty Seven and 50/100 Dollars (\$1,185,657.50) per month, payable in advance on the first day of each calendar month. TCU agrees that it will use commercially reasonable efforts to provide notice to HSC of TCU'S intent to vacate at least thirty (30) days prior to vacating the IREB Premises and failure to provide notice shall cause an additional fifty percent (50%) of the applicable monthly license fee to be due and payable.
- (b) M&O Costs. During the Initial Term and any Renewal Term of this IREB Premises license, TCU agrees to pay HSC, in addition to the license fee, building maintenance and operations costs, payable in advance concurrent with payment of each monthly license fee, the sum of Thirty-Two Thousand Six Hundred Twenty-Nine and No/100 Dollars (\$32,629.00). This amount is subject to adjustment during the Renewal Term and will be equivalent to the amount charged to colleges and departments of HSC.
- (c) Police/Security. During the Initial Term and any Renewal Term of this IREB Premises license, TCU agrees to pay HSC, in addition to the license fee, police and security costs, payable in advance concurrent with payment of each monthly license fee, the sum of Eleven Thousand Four Hundred Forty-One and 25/100 Dollars (\$11,441.25). This amount is subject to adjustment during the Renewal Term and will be equivalent to the amount charged to colleges and departments of HSC.

1.07 Use of IREB Premises. TCU shall use and occupy the IREB Premises solely for the TCU School of Medicine. TCU agrees not to use the IREB Premises for any other purpose other than as stated herein, except with the prior written authorization of HSC. TCU certifies that it has and will maintain any and all licenses, permits, and accreditations necessary to use and occupy the IREB Premises for the purposes indicated herein.

1.08 Quiet Enjoyment. TCU, upon paying all fees as herein described, and upon observing, keeping and performing when required all of the covenants, terms, and conditions of this license on TCU's part to be observed, kept, and performed, shall quietly have and enjoy the IREB Premises throughout the Initial Term and Renewal Term without hindrance by HSC or by anyone claiming by, through, or under HSC, subject, however, to the exceptions, reservations, and conditions of this license.

1.09 Non-Interference. TCU agrees that its usage of the IREB Premises, Common Areas and Grounds, and Parking Areas shall not in any way interfere with, disturb, or limit HSC's normal operations and functions or HSC's ability to use and license the rest of the Building, nor limit HSC's access to the IREB premises for inspection, maintenance, and repairs. Upon notice from HSC, TCU agrees to

immediately cease and desist from engaging in activities that cause any interference, disturbance, or limitation.

1.10 Compliance. In its use of the IREB Premises, TCU shall comply with, and shall require its employees, agents, contractors, subcontractors, and invitees to comply with, all federal, state, and local laws and ordinances as well as applicable HSC policies for the IREB Premises. TCU shall give prompt notice to HSC of any written notice it receives of the violation of any law or requirement of public authority, and at its own expense shall comply with all laws and requirements of public authorities which shall impose any obligation, order, or duty on HSC or TCU arising from: (i) TCU's use of the IREB Premises; (ii) the manner of conduct of TCU's business or operation of equipment or other property; (iii) any cause or condition created by or at the instance of TCU, other than by HSC's performance of any work for or on behalf of TCU; or (iv) breach of obligations of TCU under this license.

1.11 Common Areas and Grounds. TCU shall be allowed limited and nonexclusive use of those areas designated by HSC as common areas and grounds ("Common Areas and Grounds"), which shall include common hallways, vestibules, stairways, dining areas, lounges, café, restrooms, etc., but shall not include small teaching/study rooms. At the request of HSC, TCU agrees to direct its employees, students, agents, contractors, and invitees to use specific entrances, exits, and restrooms as designated by HSC. The Common Areas and Grounds are subject to change or reconfiguration with prior notice from HSC to TCU. HSC shall be allowed nonexclusive use of the Common Areas and Grounds within the IREB Premises.

1.12 Services to Premises.

- (a) Utilities. For so long as TCU has not committed any uncured event of default under this license, during the IREB Initial Term and Renewal Term, HSC shall be responsible for the provision of standard utilities (water, electricity, gas, sanitary sewer, and HVAC as normally provided to HSC buildings) to the IREB Premises in an amount consistent with normal office usage and the standard amount provided elsewhere in HSC buildings. Notwithstanding the foregoing, HSC shall not be liable for failure to supply or interruption of any such service by reason of any cause beyond HSC's reasonable control, and HSC shall not be liable for consequential damages in any event.
- (b) Telephone. For telephone services provided by HSC to TCU under this license, TCU agrees to reimburse HSC the amount of \$25.00 per telephone line per month plus the cost incurred for long distance services. TCU also shall be responsible for any additional service costs associated with telephone service incurred by TCU and TCU's employees, students, contractors, subcontractors, sublessees, agents, and invitees. TCU agrees to pay the telephone services payment within thirty days of receipt of invoice.
- (c) Internet Access. During the IREB Initial Term and Renewal Term, HSC will provide SOM faculty, staff, and students with wired and wireless internet access at the same level and consistent with the service that has been provided under the 2017 Agreements. Access will be provided via a UNTHSC EUID. TCU agrees to reimburse HSC the amount of \$13.33 per month for each TCU faculty, staff, or student that needs wired and wireless internet access on the HSC campus, and will pay the internet access fees within thirty days of receipt of invoice. TCU will provide a list of each faculty, staff, or student that needs to have such access, and may update that list with additions or deletions on an as needed basis. HSC will terminate wired and wireless internet access for any individual that is not on the list provided by TCU.
- (d) Additional Services. For so long as TCU has not committed any uncured event of default under this license, during the IREB Initial Term and Renewal Term, UNT agrees to furnish the following

services to the IREB Premises: (a) routine trash service; (b) routine custodial service; and (c) routine maintenance of IREB Premises.

1.13 Early Termination. TCU may terminate the Initial Term or any Renewal Term by giving thirty (30) days' notice of its intent to do so.

1.14 HSC EAD Space. TCU will vacate all space within, and remove all TCU furniture from, the HSC Carl E. Everett Education & Administration Building ("EAD") no later than January 31, 2022.

ARTICLE II LIBRARY

2.01 Subscriptions for Journals and Databases. For the right for SOM students and faculty to access journals and databases appropriate and necessary (and as currently provided by HSC) for a medical school ("HSC Library Services") during the Initial Term, TCU agrees to pay HSC a library subscription fee in the sum of \$1,064,471.00, payable without demand within thirty days of the first day of the Spring 2022 semester. All TCU faculty, staff, and students that receive HSC campus wired and wireless internet access shall have access to the HSC Library Services. In addition, HSC will, at no additional charge, provide access to the HSC Library Services for those TCU SOM faculty that request such access without on-campus wired and wireless internet access. TCU will provide a list of each faculty member that requests to have such access, and will update that list with additions or deletions on an as requested or needed basis.

2.02 Use of Library Facilities. During the IREB Premises Initial Term and Renewal Term, TCU agrees to pay HSC a library services/instructional fee, payable in advance without demand prior to the first day of each long semester, in the amount of \$165 per student per semester. In exchange, TCU students, faculty, and staff may utilize HSC library facilities to the same extent as HSC students, faculty, and staff.

2.03 Long-Term Library Services. TCU may elect annually to continue use of HSC Library Services beyond the Initial Term by giving notice to HSC by May 31 of each year that TCU has elected to continue use of the HSC Library Services for the following academic year. If TCU so elects, then TCU shall pay to HSC a library subscription fee for HSC Library Services, payable in advance without demand prior to the first day of the academic year, the sum of \$2,128,942.00, which amount shall be adjusted to reflect HSC library pricing negotiations with publishers and TCU total SOM student enrollment and faculty subscriptions. This Section does not prevent the Parties from negotiating a different long-term agreement concerning the SOM's use of HSC Library Services.

ARTICLE III ANATOMY LAB

3.01 Use of Cadaver Anatomy Lab. TCU has the right to use the HSC Anatomy Lab, on a semester-by-semester basis, according to the fee schedule described in this Article, beginning in the Spring 2022 semester through the Spring semester of 2025. TCU may terminate its right to use the Cadaver Anatomy Lab for the following semester by giving HSC notice thirty days before the end of the current semester.

3.02 Cadaver Anatomy Lab Fee. TCU agrees to pay HSC a Cadaver Anatomy Fee, payable in advance without demand prior to the first day of each long semester, in the amount of \$250.00 per first year student plus \$187.50 per second year student per semester, subject to commercially reasonable adjustment following the Spring 2023 semester.

3.03 Anatomy Lab Room. TCU may schedule use of the Anatomy Lab Room consistent with its present practice (*i.e.*, as any other third-party on a first-come first-serve reservation basis). TCU agrees to pay HSC an Anatomy Lab Room Fee, due and payable at the time of reservation, in the amount of \$1,000.00 per day (up to a 4-hour block of time), subject to commercially reasonable adjustment following the Spring 2023 semester.

3.04 Anatomy Lab Faculty. TCU may use its own faculty to instruct, lead, and supervise anatomy lab activities. In the event TCU requests that HSC Anatomy Lab faculty supervise the TCU anatomy lab activities, TCU agrees to pay HSC for such faculty time at the rate of \$225.00 per hour, subject to commercially reasonable adjustment following the Spring 2023 semester.

3.05 Long-Term Anatomy Lab Services. TCU may elect to enter into an agreement for TCU's continued access to and use of the HSC Anatomy Lab following the termination of the IREB Premises license.

ARTICLE IV SIMULATION LAB AND CLINICAL SKILLS LAB

4.01 Sim Lab and Skills Lab within IREB Premises.

- (a) Right to Use. During the HSC IREB Premises Initial Term and Renewal Term, TCU has the right to use the Simulation Lab and Clinical Skills Lab contained within the IREB Premises. The fee for such use is included in the Rates paid for the IREB Premises.
- (b) Purchase Option. Upon termination of the Initial Term and Renewal Term, TCU may purchase the Simulation and Clinical Skills Lab equipment originally purchased by HSC and located in IREB rooms 381 and 391 for the sum of Six Hundred Thirty-Seven Thousand Eight Hundred Fifty-Two and No/100 Dollars (\$637,852.00). In the event TCU exercises this option, TCU shall be responsible to remove and move all CAE Sim Lab and Clinical Skills Lab equipment from IREB rooms 381 and 391 and shall leave the IREB Premises in substantially the same condition as existed prior to such removal.

4.02 Simulation Lab and Clinical Procedural Skills Lab – Gibson Library. Upon termination of the later of the IREB Premises Initial Term or Renewal Term, TCU may schedule use of the HSC Simulation Lab and Procedural Skills Lab located in the Gibson Library. Charges are currently set at \$3,300 for each day's use (four-hour block of time), payable at the time of reservation. The Parties anticipate that TCU may reserve 32 weeks (a "week" is defined as four 4-hour days per week) per year, although TCU may reserve additional days, if available. Standardized participants are \$160 per SP for 1-4 hours. One HSC simulation team member will be provided for assistance – but does not include evaluators or faculty participation or time.

ARTICLE V OTHER MATTERS INCIDENTAL TO TRANSITION

5.01 Transfer of MD School Personnel. All TCU MD School personnel employed by HSC (total of 6) will be offered positions and become employees of TCU upon their acceptance of such offer. Those positions will be subject to a reduction in force by HSC. TCU will reimburse HSC for any marginal payroll related expenses for those six employees incurred by HSC related to their continued work for HSC after December 31, 2021.

5.02 Parking. TCU employees and students shall purchase parking permits from the HSC Parking Office to use parking available for those parking areas designated for any of the facilities or services provided under this agreement. HSC reserves the right to designate where parking spaces shall be located and to designate the location of visitor parking space available for use by TCU's invitees. TCU agrees to ensure that its employees, students, agents, contractors, subcontractors, and invitees shall comply with the parking policies and procedures developed by HSC. HSC shall charge SOM students the same rate for parking permits that HSC charges HSC students for similar parking permits, and HSC shall charge SOM employees the same rate HSC charges HSC employees for similar parking permits.

5.03 I.D. Cards. TCU employees and students shall purchase I.D. Cards or Badges from HSC if such employees or students are accessing or using the facilities provided under this agreement. I.D. Cards shall be charged at \$25.00 per card.

5.04 Name. Upon the execution of this Agreement, the SOM shall be known as the "TCU School of Medicine." TCU will take immediate steps to remove HSC's name, brand, and association with the SOM; provided, however, that each Party also gives the other Party permission to use the former name of the SOM for a reasonable period to allow the Parties to update signage, websites, social media accounts, publications, and other materials to reflect changes to the relationship among the parties with respect to the SOM.

5.05 Governance and Degree Granting Authority. TCU shall continue to serve as the degree granting institution for the SOM, and the TCU Board of Trustees shall remain the sole governing authority for the SOM.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

6.01 Representations and Warranties of TCU.

- (a) Power. TCU has the requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution, delivery and performance by TCU of this Agreement are within its corporate powers and are not in contravention of the terms of its Certificate of Formation or Bylaws, as amended to date, and have been approved by all requisite corporate action.
- (b) Binding Agreement. This Agreement and all instruments and agreements hereunder to which TCU is a party, or becomes a party by its subsequent execution thereof, will be valid and legally binding obligations of TCU. Enforceable against it in accordance with the respective terms hereof and thereof.
- (c) No Conflict with Agreements or Laws. Neither the execution and delivery of this Agreement nor the performance of the activities contemplated herein by TCU will (i) violate or constitute a default under any contract, lease, agreement, mortgage, deed of trust, license or other instrument, or any order, judgment or ruling of any Governmental Authority to which TCU is a party or by which TCU is bound, or (ii) require any consent, approval, filing or notice under any provision of law, statute, rule or regulation applicable to TCU.

6.02 Representations and Warranties of HSC.

- (a) Power. HSC has the requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution, delivery and performance by HSC of this Agreement are

within its powers, are not in contravention of its constitutional and statutory authority, and have been approved by all requisite action.

- (b) Binding Agreement. This Agreement and all instruments and agreements hereunder to which UNTHSC is a party, or becomes a party by its subsequent execution thereof, will be valid and legally binding obligations of UNTHSC. Enforceable against it in accordance with the respective terms hereof and thereof.
- (c) No Conflict with Agreements or Laws. Neither the execution and delivery of this Agreement nor the performance of the activities contemplated herein by HSC will (i) violate or constitute a default under any contract, lease, agreement, mortgage, deed of trust, license or other instrument, or any order, judgment or ruling of any Governmental Authority to which HSC is a party or by which HSC is bound, or (ii) require any consent, approval, filing or notice under any provision of law, statute, rule or regulation applicable to HSC, except as may be set forth in this Agreement. To the fullest extent permitted by law, HSC fully intends to waive any claim of immunity otherwise applicable to any claim of breach of this Agreement.

6.03 Covenants of TCU.

- (a) Maintenance of Organization. TCU will continue to be duly organized and validly existing and in good standing under the laws of the State of Texas.
- (b) Absence of Conflicts. TCU will not permit, cause to occur or agree to any limitation or restriction on the conduct of its operations or its obligations under or reasonably contemplated under this Agreement.
- (c) Legal and Regulatory Compliance. TCU will conduct its operations, including, without limitation, the performance of its obligations under this Agreement, in material compliance with all Legal Requirements and will timely file all material reports, data, and other information required to be filed with governmental authorities.
- (d) Permits and Licenses: Accreditation. TCU will obtain and maintain in good standing and full force and effect all material licenses and permits required in the operations of TCU. TCU Facilities will be, at all times during the term of this Agreement, in compliance with all applicable accreditation requirements, and TCU will not permit any provisions in or agreements relating to any such accreditations which would preclude or limit the operation of the School of Medicine as contemplated under this Agreement. TCU will take all steps reasonably necessary to correct all deficiencies noted in any report of an Accrediting Body or licensing agency.

6.04 Covenants of HSC.

- (a) Absence of Conflicts. HSC will not permit, cause to occur or agree to any limitation or restriction on the conduct of its operations or its obligations under or reasonably contemplated under this Agreement.
- (b) Legal and Regulatory Compliance. HSC will conduct its operations, including, without limitation, the performance of its obligations under this Agreement, in material compliance with all Legal Requirements and will timely file all material reports, data and other information required to be filed with governmental authorities.

- (c) Permits and Licenses: Accreditation. HSC will obtain and maintain in good standing and full force and effect all material licenses and permits required in the operations of HSC. HSC Facilities will be, at all times during the term of this Agreement, in compliance, with all applicable accreditation requirements and HSC will not permit any provisions in or agreements relating to any such accreditations which would preclude or limit the operation of the SOM as contemplated under this Agreement. HSC will take all steps reasonably necessary to correct all deficiencies noted in any report of an Accrediting Body or licensing agency.

ARTICLE VII
MATERIAL BREACH AND REMEDIES

7.01 Material Breach. “Material Breach means a breach of any term of this Agreement that: (a) materially and substantially affects the ability of an Institution to perform its obligations under this Agreement; (b) materially and substantially interferes with the goals and underlying objectives of the SOM and this Agreement; or (c) constitutes a material and substantial failure to perform a material obligation under this Agreement.

7.02 Notice of Material Breach. If one Party believes that the other Party Other has committed a Material Breach, the first Party must provide to the other Party written notice of the alleged Material Breach (“Notice of Material Breach”). If there is not a dispute regarding the occurrence of a Material Breach, the Other Institution must immediately cure or initiate action that will cure the Material Breach within thirty (30) days after receipt of the Notice of Material Breach.

7.03 Remedies in the Event of Material Breach. If a breaching Party fails to cure a Material Breach within thirty days after receiving Notice of Material Breach, then the non-breaching Party may elect among one or more of the following remedies:

- (a) Termination. The non-breaching Party may elect to terminate this Agreement upon 30 days’ written notice.
- (b) Reinstatement of 2017 Agreements. The non-breaching Party may also elect to unilaterally reinstate the 2017 Agreements upon thirty (30) days’ written notice. If a non-breaching Party elects to do so, the Parties hereby agree that all of the terms, conditions, rights, and remedies included in the 2017 Agreements would be in full force and effect.
- (c) Equitable Relief. Each Party recognizes that the performance of its obligations under this Agreement is special, unique, and extraordinary in character. Both Parties stipulate and agree that the unique nature of this Agreement and the reputational and good will losses that would be occasioned as a result of the failure of each Party to perform all of its obligations under this Agreement mean that money damages would not be sufficient to compensate the other Party in the event of a Material Breach. Instead, the Parties agree and stipulate that injunctive relief and/or specific performance as ordered by a Court of competent jurisdiction would be appropriate for any such material breach. Each Party agrees that any such equitable relief for a material breach should be awarded without the need for any bond or financial assurance otherwise required by applicable law.
- (d) Other Remedies. Notwithstanding anything to the contrary in this Agreement, the non-breaching Party will maintain and be able to assert all other legal remedies against the other Party as a result of a Material Breach by the other Party or any other kind of default, breach or violation of this Agreement by the other Party, including the right to seek injunctive or other emergency relief.

ARTICLE VIII
MISCELANEOUS

8.01 **Notice.** All notices and other communications which are required or are permitted to be given under this Agreement must be in writing and will be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally, sent by expedited mail pursuant to a nationally recognized mail service or via facsimile transmission. Said notice must be made at the appropriate address or facsimile number for the respective party as follows:

TCU: Texas Christian University
2800 South University Drive
P.O. Box 297401
Fort Worth, Texas 76129
Attention: Board Chair and Chancellor
Facsimile: (817) 257-7373

With a copy to:

General Counsel
2800 South University Drive
P.O. Box 297401
Fort Worth, Texas 76129
Facsimile:
Attention: Lee Tyner

HSC: University of North Texas Health Science Center
3500 Camp Bowie Boulevard
Fort Worth, Texas 76107
Attention: President
Facsimile: (817) 735-2486

University of North Texas System
1901 Main Street, Suite 700
Dallas, Texas 75201
Attention: Board Chair
Facsimile: (214) 752-8827

With a copy to:

Vice Chancellor and General Counsel
University of North Texas System
1155 Union Circle #310907
Denton, Texas 76203
Facsimile: (940) 369-7026
Attention: Alan Stucky

8.02 **Assignment.** This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and assigns; provided, however, this Agreement may not be assigned by either Party without the prior written consent of the other Party.

8.03 **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the SOM, and this Agreement replaces all other agreements with respect to the SOM between the Parties, including but not limited to the 2017 Agreements and the Original Collaboration Agreement.

Entering this Agreement by the Parties is not a breach of the 2017 Agreements or the Original Collaboration Agreement, and entering this Agreement is not considered "termination" under any of the 2017 Agreements and does not trigger any wind down period as contemplated by the 2017 Agreements.

8.04 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability thereof will not affect the remainder of this Agreement, which will be in full force and effect, enforceable in accordance with its terms.

8.05 AGREEMENT REGARDING IMMUNITY. TO THE FULLEST EXTENT ALLOWED BY LAW, HSC HEREBY RELINQUISHES AND WAIVES ANY AND ALL RIGHTS TO IMMUNITY FROM LIABILITY, SOVEREIGN OR OTHERWISE, IF ANY (INCLUDING ANY DEFENSES RELATED THERETO), IN CONNECTION WITH ANY AND ALL OBLIGATIONS CREATED UNDER THIS AGREEMENT. IN THE EVENT OF ANY MATERIAL BREACH, HSC ACKNOWLEDGES THAT TCU MAY SEEK A WAIVER OF IMMUNITY TO ALLOW FOR THE FILING OF SUIT AND RECOVER FROM HSC AND/OR ANY OTHER APPROPRIATE WAIVERS FROM THE TEXAS LEGISLATURE AND HSC SPECIFICALLY AGREES NOT TO OPPOSE SUCH REQUESTED WAIVER(S) AND FURTHER SPECIFICALLY AGREES NOT TO OBJECT TO TCU'S EFFORTS TO OBTAIN SUCH WAIVER(S). HSC SPECIFICALLY ACKNOWLEDGES THAT ITS AGREEMENTS SET FORTH IN THIS SECTION 8.05 ARE A MATERIAL FACTOR, MATERIAL INDUCEMENT, AND MATERIAL CONDITION TO TCU'S WILLINGNESS TO ENTER INTO THIS AGREEMENT. NOTHING IN THIS AGREEMENT (INCLUDING THIS SECTION 8.05) SHOULD BE CONSTRUED AS AN ADMISSION BY TCU OF HSC'S RIGHT TO IMMUNITY FROM SUIT OR A WAIVER OF TCU'S RIGHT TO SEEK A DECLARATORY JUDGMENT CONCERNING ANY PROVISION, RIGHT, DISPUTE OR MATERIAL BREACH UNDER THIS AGREEMENT.

8.06 Insurance. During any Initial Term or Renewal Term, TCU shall purchase and maintain at its sole cost and expense, the following types of insurance coverage and in the following minimum amounts for the duration of this license to protect HSC from Liabilities. TCU shall furnish HSC with Certificates of Insurance as evidence thereof:

(a) Worker's Compensation (with waiver of subrogation in favor of HSC):

Statutory Limits

(b) Employer's Liability (naming HSC as additional insured with waiver of subrogation in favor of HSC):

\$ 500,000 Each Accident
\$ 500,000 Disease - Each Employee

(c) Commercial General Liability (naming HSC as additional insured with waiver of subrogation in favor of HSC) with the following limits:

\$ 1,000,000 Aggregate
\$ 500,000 Each Occurrence
\$ 100,000 Combined Bodily Personal & Advertising Liability
\$ 500,000 Products/Complete Operations Aggregate

(d) Comprehensive Automobile Liability Including Hired and Non-Owned Coverage:

\$ 1,000,000 Combined Bodily Injury & Property Damage
Uninsured/underinsured coverage should be equal to the limits of BIPD

8.07 Amendment. This Agreement may only be amended in writing signed by authorized representatives of both TCU and HSC.

8.08 Autonomy. Under this Agreement, both TCU and HSC will continue to be autonomous and governed independently by their respective governing bodies.

8.09 Relationship Among the Parties. For purposes of this Agreement, the Parties will not be deemed partners, nor will the relationship between them be considered a joint venture. It is expressly understood that TCU is not constituted or authorized as an agent of HSC and HSC is not constituted or authorized as an agent of TCU. Neither Party has the power or authority to bind the other Party or to contract in the name of the other Party. Likewise, the current collaboration and earlier iterations of the collaboration between the Parties with respect to the SOM are not intended to, and will not have the effect of, (a) changing the private and independent status of TCU; (b) merging the Parties; or (c) entitling TCU to public funds or property under the Texas Constitution or any laws or regulations of the State of Texas (other than funds available to private institutions or their students), other than the consideration provided by HSC hereunder and any rights or remedies afforded TCU under this Agreement, or otherwise afforded TCU by law, to enforce its rights under this Agreement.

8.10 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. Venue in any action or proceeding involving this Agreement will be in Tarrant County, Texas, except if venue is otherwise required by law to be maintained in Denton County or an alternate county.

8.11 Counterparts; Electronic Transmission. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, all of which together will constitute one and the same instrument. Execution copies of this Agreement may be delivered by facsimile or email or other electronic transmission.

8.12 Headings. All section headings herein are for convenience of reference only and are not part of this Agreement, and no construction or inference will be derived therefrom.

8.13 Waiver. Failure of a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, will not constitute a waiver of such Party's right to insist upon and demand strict compliance by the other Institution within the terms of this Agreement thereafter.

8.14 Further Assurances. The Parties will take any and all steps to cooperate fully in executing, acknowledging, and delivering to each other any instruments or documents necessary or expedient to implement the terms and intent of this Agreement.

8.15 No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity.

8.16 Compliance with Laws. In performing the activities contemplated under this Agreement, the Parties agree to comply with all applicable laws, regulations, rules, restrictions, and any other legal limitations or provisions applicable to the Parties.

This Amended and Restated Collaboration, Facilities Use, And Services Agreement is made and entered into to be effective as of January 1, 2022.

TEXAS CHRISTIAN UNIVERSITY

By: 
Victor J. Boschini, Jr., Ed.D.
Chancellor



**UNIVERSITY OF NORTH TEXAS
HEALTH SCIENCE CENTER**


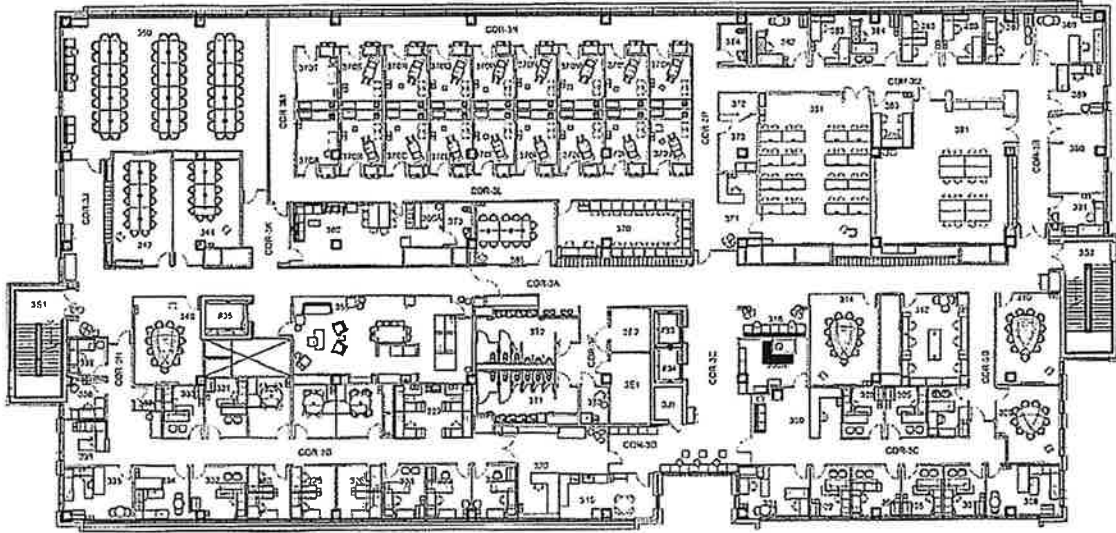

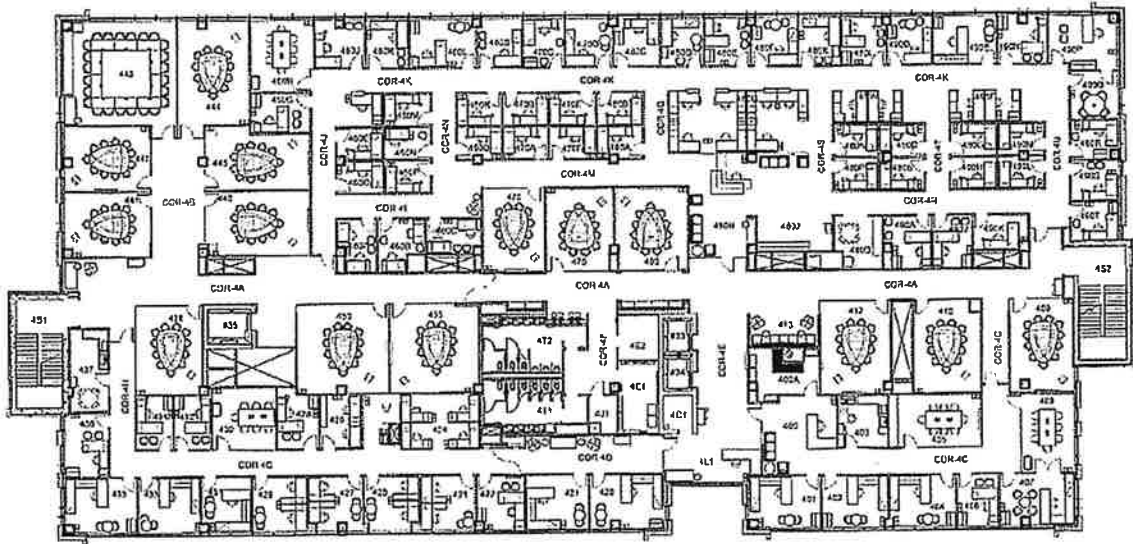

By: 
Michael R. Williams, D.O., M.D., M.B.A.
President

EXHIBIT "A"



IREB BLDG LEVEL 3
3430 Camp Bowie Blvd. 
DATE: 12-1-2021 SCALE: 3/64" = 1'-0"



IREB BLDG LEVEL 4
3430 Camp Bowie Blvd. 
DATE: 12-1-2021 SCALE: 3/64" = 1'-0"