



STATUTE OF LIMITATIONS TOLLING AGREEMENT

This Tolling Agreement ("the Agreement") is entered by and among Hopkins County, Texas, and DRG Architects, LLC, and their respective successors and assigns (hereinafter collectively referred to as the "Parties"), with an effective date of November 17, 2025.

Recitals

WHEREAS, Hopkins County, Texas and DRG Architects, LLC, entered into an architectural services contract for the Hopkins County Jail and Law Enforcement Center to be constructed on property owned by Hopkins County, Texas ("Project").

WHEREAS, DRG Architects, LLC, is the designated architect for the Project.

WHEREAS, Hopkins County, Texas and SEDALCO, INC., entered into an agreement for construction manager as constructor for the Project.

WHEREAS, SEDALCO, INC. and DRG Architects, LLC completed construction of the Project.

WHEREAS, Hopkins County, Texas has alleged the Hopkins County Jail and Law Enforcement Center has had significant issues, including but not limited to the HVAC system.

WHEREAS, Hopkins County, Texas and DRG Architects, LLC are currently engaging in settlement discussions.


WHEREAS, the statutes of limitations and/or statutes of repose on certain claims of the Parties may expire in the near future, and the Parties desire to extend by agreement any statutes of limitations and/or statutes of repose that may expire on the claims of the parties related to the Project, until December 31, 2026, unless earlier terminated in accordance with this agreement.

Now, therefore, the Parties agree as follows:

1. Any statute of limitations and/or statute of repose applicable to any and all claims and lawsuits that the Parties may have related to the Project, that would otherwise expire during the period between the effective date of this Agreement and December 31, 2026, shall be tolled and suspended until December 31, 2026, unless earlier terminated in accordance with this Agreement. Statutes of limitations and statutes of repose that are not set to expire between the effective date of this Agreement and December 31, 2026 are not extended or tolled by this Agreement.

2. Any party may withdraw from this Agreement by giving the other party thirty (30) days written notice to be sent by certified mail, return receipt requested. Notice shall be deemed to be effective thirty days after it is received, at which point the running of any applicable statute of limitations shall resume. The time between the effective date of this Agreement and the effective date of any withdrawal therefrom shall not be considered in any computation for purposes of any statute of limitations or related defenses.
3. This Agreement is solely for the benefit of the Parties and nothing in this Agreement is intended or shall be construed as an admission of liability or the validity of any claim or defense. This Agreement is made for the sole purpose of postponing litigation and does not otherwise affect or have impact upon any claim or defense the parties may have against one another. Nor is this Agreement intended to suggest that any applicable statute of limitations has or has not started to run. None of the Parties will make any references to this Agreement in any proceeding or pleading, except as may be necessary to enforce this Agreement or upon obtaining written consent of the Parties or as required by law or Court Order.
4. No addition, amendment, or modification to this Agreement shall be effective unless set forth in a writing executed by the Parties.
5. In witness whereof, the Parties have caused this Tolling Agreement to be signed by their duly authorized representatives and intend to be legally bound hereby.
6. This Agreement shall terminate as of 12:01 a.m. on January 1, 2027, unless earlier terminated or extended by written agreement signed by the Parties.

Hopkins County, Texas
118 Church Street
Sulphur Springs, Texas 75482

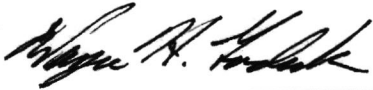


The Honorable Robert Newsom
Hopkins County Judge

11-19-25

Date

DRG Architects, LLC
13300 Old Blanco Road
#175 San Antonio, TX 78216



Wayne Gondeck, AIA
President

11-17-2025

Date