

**AMENDMENT NO. 3
CONTRACT NO. 455-23-1029 FOR
UPSTREAM AND MIDSTREAM TRAINING SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
THE UNIVERSITY OF NORTH TEXAS**

THIS AMENDMENT NO. 3 to Contract No. 455-23-1029 ("Contract") is entered into by and between the State of Texas, acting through the Railroad Commission of Texas ("RRC"), located at 1701 N. Congress Ave., Austin, Texas, 78701 and The University of North Texas ("UNT") ("Contractor"), located at 1155 Union Circle #311586, Denton, TX 76203-0919 (individually, "Party"; collectively, "Parties").

WHEREAS, SECTION VI. of the Contract provides the Parties may amend the Contract through written agreement; and

WHEREAS, the parties desire to further amend the Contract terms to their mutual benefit to reflect changed circumstances.

WHEREAS, on August 22, 2023, the Parties executed **Amendment No. 1** to the Contract to modify section **3.01. CONTRACT AMOUNT** changing the not-to-exceed amount of the Contract from SEVENTY-NINE THOUSAND DOLLARS AND ZERO CENTS (\$79,000.00) to ONE HUNDRED FIFTY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$158,000.00), and to modify section **6.01. TERM** to exercise renewal option one (1) of three (3) to continue to the contract through August 31, 2024, as approved by the Executive Director on August 22, 2023.

WHEREAS, on August 23, 2024, the Parties executed **Amendment No. 2** to the Contract to modify section **3.01. CONTRACT AMOUNT** changing the not-to-exceed amount of the Contract from ONE HUNDRED FIFTY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$158,000.00) to TWO HUNDRED THIRTY-SEVEN THOUSAND DOLLARS AND ZERO CENTS (\$237,000.00), and to modify section **6.01. TERM** to exercise renewal option two (2) of three (3) to continue to the contract through August 31, 2025, as approved by the Executive Director on August 23, 2024.

NOW, THEREFORE, the Parties agree to amend the Contract as follows:

I. **SECTION 3.01. CONTRACT AMOUNT.,** is deleted in its entirety and replaced with the following:

"CONTRACT AMOUNT. The total amount of fees to be paid by RRC to Contractor under the Contract through the Contract Term shall not exceed **TWO HUNDRED EIGHTY-FOUR THOUSAND DOLLARS AND ZERO CENTS (\$284,000.00)**, the total of which includes the current NTE amount of **TWO HUNDRED THIRTY-SEVEN THOUSAND DOLLARS AND ZERO CENTS (\$237,000.00)**, plus the addition of **FORTY-SEVEN THOUSAND DOLLARS AND ZERO CENTS (\$47,000.00)**, as approved by the Commissioners on August 19, 2025."

II. **SECTION 6.01. TERM.,** subparagraph (a.) is deleted in its entirety and replaced with the following:

"This Contract shall be effective September 1, 2022, through August 31, 2026 (reflecting the original term of the Contract plus the exercised optional renewal term three of three; collectively, "Contract Term" unless terminated earlier as provided in IAC No. 455-23-1029.

Except as expressly amended above, all provisions of the Contract as amended, remain in full force and effect. In the event of a conflict among provisions of the Contract, the order of precedence shall be: this Amendment No. 3; then Amendment No. 2; then Amendment 1; and then the original Contract.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment No. 3 to the Contract to be effective as of the date of the last Party's signature hereto. By signatures below, each signatory

represents and warrants that they have the authority to amend the Contract on behalf of the respective Party.

RAILROAD COMMISSION OF TEXAS

DocuSigned by:

Theresa Lopez, Director of Operations

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Theresa Lopez CTCD, CTCM

Director of Operations

Signing on behalf of Wei Wang

Executive Director

Date of Execution: 8/27/2025

UNIVERSITY OF NORTH TEXAS

Clayton Gibson

Vice President for Finance & Administration, CFO

Date of Execution: 8/26/2025

RRC use only below this line.

Division Director: DS

Chief Administrative Officer: CS

Director of Operations: tl

Office of General Counsel: DS