

**AMENDMENT NO. 2**  
**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. 2** 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

**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 THIRTY-SEVEN THOUSAND DOLLARS AND ZERO CENTS (\$237,000.00)**, the total of which includes the current NTE amount of **ONE HUNDRED FIFTY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$158,000.00)**, plus the addition of **SEVENTY-NINE THOUSAND DOLLARS AND ZERO CENTS (\$79,000.00)**, as approved by the Executive Director effective as of the date executed by the Parties in this Amendment No. 2.”

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, 2025 (reflecting the original term of the Contract plus the exercised optional renewal term two of three; collectively, “Contract Term” unless terminated earlier as provided in IAC No. 455-23-1029 set forth below.

This contract may be renewed for one (1) additional one-year renewal term until either party terminates this Contract for convenience upon thirty (30) days written notice prior to the expiration of the current term.

3rd Renewal: September 1, 2025 – August 31, 2026”

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. 2; and then Amendment No. 1; and then the original Contract, therein.

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Amendment No. 2 to the Contract to be effective September 1, 2024. 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**

**UNIVERSITY OF NORTH 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

  
\_\_\_\_\_  
Clayton Gibson  
Vice President for Finance & Administration, CFO

Date of Execution: 8/23/2024

Date of Execution: 8/19/2024

RRC use only below this line.  
Division Director: *DS*  
Chief Administrative Officer: *CS*  
Director of Operations: *tl*  
Office of General Counsel: *DS*

Date: 8/23/2024  
Date: 8/23/2024  
Date: 8/23/2024  
Date: 8/22/2024