

AMENDEMENT No. 2
TO SERVICES AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND RBR AVIATION

This Amendment No. 2. to Services Agreement (“Amendment”) is entered into and effective as of September 1, 2024 (the “Amendment Effective Date”) by and between The Texas A&M University System (hereafter referred to as “A&M System”), an agency of the State of Texas, and R.B.R. Maintenance, Inc., a Texas corporation, d/b/a RBR Aviation (hereafter referred to as “Provider”). A&M System and Provider are sometimes hereafter referred to as “Party” individually or “Parties” collectively.

WHEREAS, A&M System and Provider entered into that certain Services Agreement dated August 10, 2020 (the “Agreement”); and

WHEREAS, the term of the Agreement, as extended, expires August 31, 2024, and the Parties desire to extend the term of the Agreement and further amend the Agreement, all as more particularly set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, A&M System and Provider hereby agree to amend the Agreement as follows, all as of the Amendment Effective Date:

1. SCOPE OF WORK

At any time during the term of the Agreement, the Parties may agree in writing to add additional aircraft to the scope of this Agreement. Such agreement to add additional aircraft may be effectuated by a letter agreement duly executed by both Parties.

2. TERM OF THE AGREEMENT

Pursuant to Section 2 of the Agreement, the Parties hereby agree to exercise the second (2nd) two (2) year extension term of the Agreement. Accordingly, the current term of the Agreement will expire as of August 31, 2026, unless extended by the parties as set forth herein. Section 2 of the Agreement is hereby amended to provide that the term of this Agreement may be extended for up to three (3) additional two (2) year terms upon written agreement of both Parties.

3. PAYMENT TERMS

Section 3(A) of the Agreement is hereby amended to provide that the monthly maintenance fee per aircraft shall be \$2,400.00.

4. PRICING

Exhibit B to the Agreement is hereby deleted from the Agreement and replaced in its entirety with the Exhibit B attached to this Amendment and hereby incorporated into the Agreement.

5. MISCELLANEOUS

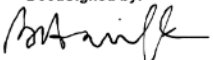
In the event of a conflict between the terms of this Amendment and the provisions of the Agreement, or any addenda or exhibits thereto, the terms of this Amendment shall control. Except

as expressly modified by this Amendment, the terms and conditions of the Agreement and all related exhibits and addenda shall remain unmodified and are in full force and effect. The law governing the Agreement shall govern this Amendment. This Amendment may not be amended, modified, or terminated except by a writing signed by all parties hereto and shall not be changed orally.

IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this Amendment as of the Amendment Effective Date.


DS
JD

The Texas A&M University System

DocuSigned by:
BY 
BECDCB89EA78479...
Billy Hamilton
Deputy Chancellor & Chief Financial Officer

8/8/2024
Date

RBR Aviation

DocuSigned by:
BY 
40DA629191F548E...
Mike Pride
CEO

8/8/2024
Date

EXHIBIT B – PRICING

I. Maintenance Program

Tier 2 Maintenance Management Program with a Flat Monthly Rate for the following aircraft:

- | | | | |
|----|--------------------------|--------------------------|------------|
| 1. | 2007 Cessna Citation XLS | N12AM serial #560XL-5676 | \$2,400.00 |
| 2. | 1989 Beechcraft King Air | N90AM serial #BB-1328 | \$2,400.00 |
| 3. | 2000 Beechcraft King Air | N96AM serial #BB-1713 | \$2,400.00 |

II. Home Base Requirements

Provider is positioned approximately 180 miles North of College Station, TX. With the limited maintenance support in College Station, Provider will schedule work to be performed at the Dallas Love Field Airport (KDAL) location when possible. Travel expenses will apply when needed to perform work in College Station, TX as listed within section III. Rates.

III. Rates

Regular Rate	M-F, 8:00 – 5:00		\$135/hour
Overtime Rate	Outside normal hours M-F		\$202.50/hour
Holiday Rate	(National Observed Holiday)		\$202.50/hour
Mileage	IRS standard mileage rate (example: 360 miles roundtrip (this rate may fluctuate @ \$.655) during the term)		\$235.80
Labor driving	2 employee requirement (example: 12 hours @ \$135)		\$1,620.00
Rental Equip	Truck/manlift if needed	Invoice cost plus 10%, no miles	TBD
Lodging/Meals	(if required)	Travel expenses plus 10%	TBD

IV. Scheduled/Unscheduled Inspection Maintenance

- All Scheduled Maintenance Inspections will be quoted in advance with competitive industry flat rates. Scheduled Inspections are quoted as a flat rate; the detail is broken out into estimated labor hours, anticipated parts, etc.
- An estimate will be provided for all discrepancies and only those approved in writing by the A&M System Flight Director may be performed.
- Discrepancies generated from inspections will be performed at the applicable rates above in section III. Rates.
- All work performed will be in accordance with the manufacture’s maintenance manuals and industry standard practices, with return to service per FAA Part 145 requirements.

5. All relevant documentation will be incorporated into the physical aircraft logs, including any third-party tracking information.
6. Unscheduled maintenance travel expenses are not covered in the monthly fee and shall be invoiced as stated above.
7. Unscheduled maintenance will follow all the scheduled maintenance pricing and service recording guidelines.