

**AMENDMENT No. 1
TO THE AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND JON TUCKER CONSTRUCTION LTD**

This Amendment No. 1 (“Amendment”) serves to amend the Services Agreement, effective December 7, 2020, between The Texas A&M University System (“System”) and Jon Tucker Construction LTD (“PROVIDER”), and is effective December 7, 2023 (“Amendment Effective Date”). System and PROVIDER agree to amend the agreement as follows:

2. TERM OF THE AGREEMENT

Delete Section 2 in its entirety and replace with the following:

The renewal term of this Agreement shall begin December 7, 2023 and will extend for one (1) year. This Agreement can be extended for one (1) additional one-year term upon written agreement of both parties. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by A&M System and negotiated in writing with the PROVIDER.

3. MISCELLANEOUS

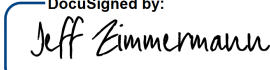
Z. Campus Secure Areas; Research Activities; Confidentiality [Applicable to RELLIS Only]. The parties acknowledge that activities at the RELLIS Campus involve the conduct of research, which may be highly sensitive in nature. The parties agree that PROVIDER’s access to the RELLIS Campus (including access by its employees, agents, and subcontractors) shall be restricted to the locations and purposes described herein, or otherwise authorized by A&M System. The parties agree that all research and testing information and activities (“Research Activities”) conducted or accessed on the RELLIS Campus shall be considered Confidential Information (as defined herein) belonging to the A&M System or the individual researcher or licensee conducting the Research Activities. PROVIDER agrees that it (including its employees, agents, and subcontractors) shall comply with any security processes and procedures communicated to PROVIDER before or during PROVIDER’s access to the RELLIS Campus, and shall not attempt to access the Research Activities at the RELLIS Campus. In the event that PROVIDER (including its employees, agents, and subcontractors) should view, receive, hear, observe, or access Research Activities of any entity at the RELLIS Campus (whether from air space, office, hangar, common area, electronically, or by any other means), PROVIDER (including its employees, agents, and subcontractors) shall treat all such information as Confidential Information and shall use reasonable care to protect the Confidential Information from disclosure and not disclose, copy, photograph, record, retain, use or discuss any such Confidential Information. For purposes of this section, Confidential Information means any information not publicly known or available, including, but not limited to, sensitive, proprietary or other non-public information, or trade secrets, written or oral, whether or not it

is marked as such, that is disclosed or made available to the receiving party, directly or indirectly, through any means of communication or observation. PROVIDER is responsible for ensuring compliance of its employees, agents and subcontractors with this section.

- AA. Firearm Entities and Trade Associations Discrimination.** To the extent applicable, PROVIDER verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the contract, PROVIDER shall promptly notify A&M System.
- BB. Energy Company Boycotts.** To the extent applicable, PROVIDER represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

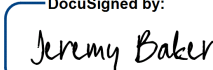
All other terms and conditions not hereby amended are to remain in full force and effect.

The Texas A&M University System:

DocuSigned by:

By: _____
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Jeff Zimmermann
Executive Director, Procurement

Date: 5/4/2023

Jon Tucker Construction LTD:

DocuSigned by:

By: _____
A0A25C3EACA04A9...
Jeremy Baker
Project Manager

Date: 5/4/2023