

**AMENDMENT NO. 3
CONTRACT NO. 455-20-1018 FOR
DEBT COLLECTION SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
DTG HOLDINGS, INC., DBA ACCESS RECEIVABLES MANAGEMENT**

THIS AMENDMENT NO. 3 to Contract No. 455-20-1018 (“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 and DTG Holdings Inc., DBA Access Receivables Management (“Contractor”), located at 11350 McCormick Road, EP III, Suite 800, Hunt Valley, MD 21031 (individually, “Party”; collectively, “Parties”).

WHEREAS, SECTION 7.06. of the Contract provides the Parties may amend the Contract through written agreement; and

WHEREAS, on November 8, 2021, the Parties executed **Amendment No. 1** to the Contract to modify section **2.02. Termination.**, to exercise renewal option one (1) of three (3) to continue the Contract through October 31, 2022. and to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.**, and to modify the total amount of fees to be paid by RRC to Contractor under the Contract through the Contract Term shall not exceed **10.9%** of any total debt recovered, as approved by the Executive Director on November 8, 2021.

WHEREAS, on September 15, 2022, the Parties executed **Amendment No. 2** to the Contract to modify section **2.02. Termination.**, to exercise renewal option two (2) of three (3) to continue the Contract through October 31, 2023.

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

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

- I. **SECTION 2.01. CONTRACT AWARD.**, subparagraph (a.) is deleted in its entirety and replaced with the following:

“This Contract shall be effective as of December 22, 2020 through October 31, 2024 (the initial term of the Contract plus the exercised optional renewal term three of three; collectively, “Contract Term”) unless terminated earlier as provided in RFP No. 455-20-1018 Part III and/or section **2.02 TERMINATION.**, set forth below. This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative budget cuts, amendment of the Appropriations Act, state agency consolidations, of any other disruption of current appropriations, the Termination provisions of the Contract Documents shall apply.”

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 No. 1; and then the original Contract in accordance with section **1.03. ORDER OF PRECEDENCE.**, therein.

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

**DTG HOLDINGS, INC., DBA ACCESS
RECEIVABLES MANAGEMENT**

DocuSigned by:

Wei Wang

A320E7878B01444...

Wei Wang
Executive Director

Thomas F. Gillespie

Thomas F. Gillespie
President

Date of Execution: 10/25/2023

Date of Execution: 10/20/23

RRC use only below this line.

Division Director: *mn* ^{DS}

Chief Operating Officer: *RL* ^{DS}

Director of Operations: *tl* ^{DS}

Office of General Counsel: *DS* ^{DS}