

AMENDMENT NO. 3
CONTRACT NO. 455-23-1020A FOR
STATEWIDE SITE REMEDIATION & RELATED SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
EARTH SYSTEMS RESPONSE & RESTORATION, LLC

THIS AMENDMENT NO. 3 to Contract No. 455-23-1020A (“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 Earth Systems Response & Restoration, LLC (“Contractor”), located at 4115 South County Road 1297, Odessa, Texas 79765 (individually, “Party”; collectively, “Parties”).

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

WHEREAS, on August 1, 2025, the Parties executed **Amendment No. 1** to the Contract to modify section **2.01. Contract Award.**, subparagraph (a.) to exercise renewal option one (1) of three (3) to continue the Contract through August 31, 2026, and to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.**, changing the not-to-exceed amount of the Contract from ONE MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$1,450,000.00) to ONE MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$1,950,000.00), as approved by the Commissioners on June 17, 2025.

WHEREAS, on November 7, 2025, the Parties executed **Amendment No. 2** to the Contract to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.**, changing the not-to-exceed amount of the Contract from ONE MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$1,950,000.00) to TWO MILLION TWO HUNDRED TWENTY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$2,228,000.00), as approved by the Commissioners on October 28, 2025.

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 3.01. CONTRACT LIMIT, FEES AND EXPENSES.**, is deleted in its entirety and replaced with the following:

“CONTRACT LIMIT, FEES AND EXPENSES. The total amount of fees to be paid by RRC to Contractor under the Contract through the Contract Term shall not exceed **TWO MILLION FIVE HUNDRED TWENTY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$2,528,000.00)**, the total of which includes the current NTE amount of **TWO MILLION TWO HUNDRED TWENTY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$2,228,000.00)**, plus the addition of **THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$300,000.00)**, as approved by RRC Commissioners on February 5, 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. 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

DocuSigned by:

Theresa Lopez, Director of Operations

14B39531B36E43C

Theresa Lopez CTCD, CTCM
Director of Operations
Signing on behalf of Wei Wang
Executive Director

Date of Execution: 2/13/2026

EARTH SYSTEMS RESPONSE & RESTORATION, LLC

DocuSigned by:

Kris Williams

7BDA00ED148D480

Kris Williams
Texas Operations Manager

Date of Execution: 2/13/2026

RRC use only below this line.

Division Director: *DS*

Chief Administrative Officer: *CS*

Director of Operations: *TL*

Office of General Counsel: *FL*

Date: 2/13/2026

Date: 2/13/2026

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