RRC Contract: 455-23-1020F-01 RFQ No.: 455-23-1020 Statewide Site Remediation Services

## AMENDMENT NO. 1 CONTRACT NO. 455-23-1020F FOR STATEWIDE SITE REMEDIATION & RELATED SERVICES BETWEEN THE RAILROAD COMMISSION OF TEXAS AND LIGHTHOUSE ENVIRONMENTAL SERVICES INC.

**THIS AMENDMENT NO. 1** to Contract No. 455-23-1020F ("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 Lighthouse Environmental Services Inc. ("Contractor"), located at 4904 Fuqua St., Houston, Texas 77048 (individually, "Party"; collectively, "Parties").

WHEREAS, SECTION 7.06. 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.

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 May 16, 2024, through August 31, 2026 (the initial term of the Contract plus the exercised optional renewal term one of three; collectively, "Contract Term") unless terminated earlier as provided in RFQ No. 455-23-1020 Part III and/or section **2.02 TERMINATION.**, set forth in the original Contract.

This Contract may be extended only through written amendment to the Contract, fully executed prior to the expiration of the Contract Term in effect prior to execution of the applicable amendment to the Contract.

RRC reserves the right to renew the Contract for two (2) additional, one-year renewal terms remaining of the original three (3) one-year renewal terms set forth below:

- Second Optional Renewal Term: September 1, 2026 August 31, 2027
- Third Optional Renewal Term: September 1, 2027 August 31, 2028"
- II. SECTION 3.01. CONTRACT LIMIT AND 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 HUNDRED FIVE THOUSAND DOLLARS AND ZERO CENTS (\$205,000.00), the total of which includes the current NTE amount of TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00), plus the addition of FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00), as approved by RRC Commissioners on June 17, 2025."

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. 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. 1 to the Contract to be effective as of the date of the last Party's signature hereto. By signatures below, each signatory

Amendment 08/21/24

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represents and warrants that they have the authority to amend the Contract on behalf of the respective Party.

RAILROAD COMMISSION OF TEXAS  Docusigned by: Thursa Lopen, Director of Operations 14839531836E43C	LIGHTHOUSE ENVIRONMENTAL SERVICES INC.  Docusigned by:  Drw Lowe
Theresa Lopez CTCD, CTCM	Drew Lowe
Director of Operations Signing on behalf of Wei Wang Executive Director	President
Date of Execution: 8/5/2025	Date of Execution: 8/4/2025
RRC use only below this line.	
Division Director: $\frac{\emptyset \varsigma}{}$	7/28/2025 Date:
Chief Administrative Officer: (S	Date: 7/30/2025
Director of Operations:	Date: 7/28/2025
Office of General Counsel:	Date: