RRC Contract: 455-23-1020L-03 RFQ No.: 455-23-1020 Statewide Site Remediation & Related Services

AMENDMENT NO. 3 CONTRACT NO. 455-23-1020L FOR STATEWIDE SITE REMEDIATION AND RELATED SERVICES BETWEEN THE RAILROAD COMMISSION OF TEXAS AND 4L OILFIELD SERVICES, LLC

THIS AMENDMENT NO. 3 to Contract No. 455-23-1020L ("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 4L Oilfield Services, LLC ("Vendor"), located at 902 South Main Street, Cotulla, Texas 78014 (individually "Party"; collectively "Parties").

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

WHEREAS, on October 25, 2024, the Parties executed Amendment No. 1 to the Contract to modify section 3.01. CONTRACT LIMIT, FEES AND EXPENSES., changing the not-to-exceed amount of the Contract from TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00) to TWO HUNDRED FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$215,000.00), as approved by the Executive Director on October 25, 2024.

WHEREAS, on November 23, 2024, 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 of TWO HUNDRED FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$215,000.00) to SEVEN HUNDRED SIXTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$765,000.00), as approved by the Commissioners on November 19, 2024.

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 July 25, 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, 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 **ONE MILLION THREE HUNDRED**FIFTEEN THOUSAND AND ZERO CENTS (\$1,315,000.00), the total of which includes the current NTE

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amount of SEVEN HUNDRED SIXTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$765,000.00), plus the addition of FIVE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$550,000.00), as approved by the 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. 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	4L OILFIELD SERVICES, LLC
Theresa Lopez, Director of Operations Theresa Lopez CTCD, CTCM	Neal R. Llewellyn President
Director of Operations Signing on behalf of Wei Wang Executive Director Date of Execution: 8/5/2025	Date of Execution: 8/4/2025
Chief Administrative Officer: Director of Operations: I	Date: 7/28/2025 Date: 7/30/2025 Date: 7/28/2025 Date: 7/28/2025