

AMENDMENT NO. 2
CONTRACT NO. 455-23-1020I FOR
STATEWIDE SITE REMEDIATION AND RELATED SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
TALON/LPE, LTD.

THIS AMENDMENT NO. 2 to Contract No. 455-23-1020I (“Contract”) is entered into by and between the State of Texas, acting through the Railroad Commission of Texas (“RRC”), located at 1701 N. Congress Avenue, Austin, Texas 78701 and Talon/LPE, Ltd. (“Vendor”), located at 921 N. Bivins, Amarillo, Texas 79107 (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 23, 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 of FOUR HUNDRED FIFTY THOUSAND AND ZERO CENTS (\$450,000.00) to SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$750,000.00), 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. TERM.**, subparagraph (a.) is deleted in its entirety and replaced with the following:

“This Contract is effective as of 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 EARLY 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 as 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 **TWO MILLION DOLLARS AND ZERO CENTS (2,000,000.00)**, the total of which includes the current NTE amount of **SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$750,000.00)**, plus the addition of **ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$1,250,000.00)**, 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. 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. 2 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
Theresa Lopez CTCD, CTCM
Director of Operations
Signing on behalf of Wei Wang
Executive Director
Date of Execution: 8/1/2025

TALON/LPE, LTD.

DocuSigned by:
Jason Lincoln
Jason Lincoln
Senior Vice President
Date of Execution: 8/1/2025

RRC use only below this line.

Division Director: DS Date: 7/28/2025
Chief Administrative Officer: CS Date: 7/30/2025
Director of Operations: tl Date: 7/28/2025
Office of General Counsel: DS Date: 7/28/2025