

AMENDMENT NO. 3
CONTRACT NO. 455-22-1023 FOR
RECLAMATION SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
MITIGATE TEXAS, LLC

THIS AMENDMENT NO. 3 to Contract No. 455-22-1023 (“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 Mitigate Texas, LLC, (“Contractor”), located at 5340 Legacy Drive, Suite 300 Plano, Texas 75024 (individually, “Party”; collectively, “Parties”).

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

WHEREAS, on January 10, 2023, the Parties executed **Amendment No. 1** to the Contract to modify part **IV. FUNDING.**, to add a new section titled **4.02. CONDITIONS OF FEDERAL FUNDING.**, as approved by the Executive Director on January 10, 2023.

WHEREAS, on August 22, 2023, the Parties executed **Amendment No. 2** 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, 2024, and to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00) to TWO MILLION DOLLARS AND ZERO CENTS (\$2,000,000.00), as approved by the Commissioners on June 13, 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 September 25, 2022, through August 31, 2025 (the initial term of the Contract plus the exercised optional renewal term two of three; collectively, “Contract Term”) unless terminated earlier as provided in RFP No. 455-22-1023 Part III and/or section **2.02 TERMINATION.**, set forth below.

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 one (1) additional, one-year renewal terms remaining of the original three (3) one-year renewal terms as set forth below:

- Third Optional Renewal Term: September 1, 2025 – August 31, 2026”

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 **THREE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$3,500,000.00)**, the total of which includes the current NTE amount of **TWO MILLION DOLLARS AND ZERO CENTS (\$2,000,000.00)** plus the addition of **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,500,000.00)**, as approved by the Commissioners on June 25, 2024.”

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

Date of Execution: 7/29/2024

MITIGATE TEXAS, LLC

DocuSigned by:
Eric S. Anderson
Eric S. Anderson
General Counsel

Date of Execution: 7/29/2024

RRC use only below this line.

Division Director: JP Date: 7/26/2024
Chief Administrative Officer: CS Date: 7/26/2024
Director of Operations: tl Date: 7/25/2024
Office of General Counsel: DS Date: 7/26/2024