

AMENDMENT NO. 6
CONTRACT NO. 455-23-1020J FOR
STATEWIDE SITE REMEDIATION AND RELATED SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
SULLIVAN ENVIRONMENTAL ENTERPRISES, LLC

THIS AMENDMENT NO. 6 to Contract No. 455-23-1020J (“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 Sullivan Environmental Enterprises, LLC (“Contractor”), located at 142 E. Big Lake Road, Trinity, Texas 75862 (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 THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$375,000.00) to SEVEN HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$775,000.00), as approved by the Commissioners on November 19, 2024.

WHEREAS, on August 1, 2025, 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, 2026, and to modify Section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.**, changing the not-to-exceed amount of the Contract from SEVEN HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$775,000.00) to ONE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$1,375,000.00), as approved by the Commissioners on June 17, 2025.

WHEREAS, on September 19, 2025, the Parties executed **Amendment No. 3** to the Contract to modify Section **3.22. ASSIGNMENTS AND SUBCONTRACTORS.**, assigning all contract duties and obligations from Ensorce Corporation to Sullivan Environmental Enterprises, LLC.

WHEREAS, on April 2, 2026, the Parties executed **Amendment No. 4** 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 THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$1,375,000.00) to ONE MILLION FIVE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$1,525,000.00), as approved by the Commissioners on February 24, 2026.

WHEREAS, on April 24, 2026, the Parties executed **Amendment No. 5** 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 FIVE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$1,525,000.00) to TWO MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$2,175,000.00), as approved by the Commissioners on March 25, 2026.

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 15, 2024, through August 31, 2027 (the initial term of the Contract plus the exercised optional renewal term two 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 one (1) additional, one-year renewal term remaining of the original three (3) one-year renewal terms as set forth below:

- 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 **THREE MILLION FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$3,425,000.00)**, the total of which includes the current NTE amount of **TWO MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$2,175,000.00)**, plus the addition of **ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$1,250,000.00)**, as approved by the Commissioners on August 18, 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. 6; then Amendment No. 5; then Amendment No. 4; then 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 affixed their signatures to this Amendment No. 6 to the Contract. *Notwithstanding anything herein to the contrary, this Amendment shall take effect no earlier than August 18, 2026, the date of the next open meeting of the Railroad Commission of Texas.* In anticipation that this Amendment is likely to be approved by RRC’s governing body at the next open meeting, RRC’s authorized representative may elect for convenience and to expedite the execution of this Amendment to sign on the line below prior to said date. *If RRC’s authorized representative below elects to sign this Amendment prior to the date of the next open meeting, RRC’s representative certifies that his or her authority to enter into this Amendment is expressly contingent on approval of this Amendment by the Commission at the next open meeting. If the Commission approves this Amendment, signature authority for RRC is effective on the date of August 18, 2026, or the date that RRC’s representative signs below, whichever occurs last. The Parties agree that execution of this Amendment is contingent on Commission approval. If the Commission does not approve this Amendment at the next open meeting, this Amendment shall not take effect.* Otherwise, by the signatures below, each signatory represents and warrants that they have the authority as of the date of their respective signature to enter into this Amendment on behalf of the respective Parties.

RAILROAD COMMISSION OF TEXAS

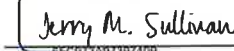


Wei Wang
Executive Director

Date of Execution: 8-14-26

SULLIVAN ENVIRONMENTAL ENTERPRISES, LLC

DocuSigned by:



Jerry M. Sullivan
President

Date of Execution: 8/13/2026

RRC use only below this line.

Division Director: [Signature] Date: 8/12/2026
Chief Administrative Officer: [Signature] Date: 8/12/2026

Director of Operations:	DS tl	Date:	8/11/2026
Office of General Counsel:	Initials rc	Date:	8/11/2026