

**AMENDMENT NO. 2 TO AGREEMENT
FOR PROFESSIONAL SERVICES WITH ENVIROMINE, INC.**

This Amendment No. 2 (“Amendment No. 2”) is entered into as of November 10, 2025 (the “Effective Date”) by and between the City of Upland (“City”) and EnviroMINE, Inc. (“Consultant”), with respect to a certain Professional Services Agreement entered into by City and Consultant dated October 21, 2022 (“Agreement”), as previously amended by Amendment No. 1 (“Amendment No. 1”) (collectively the Agreement and Amendment No. 1 are referred to herein as the “Agreement”). City and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City and Consultant entered into the Agreement for the purpose of providing annual site inspections for compliance with the Surface Mining and Reclamation Act (SMARA), review of the financial assurances, and related inspection services for Holliday Rock operations within the City of Upland.

WHEREAS, the term of the Agreement was January 1, 2023 to December 31, 2025 and allows the parties by mutual written consent to extend the term of the Agreement for two (2) one-year extensions.

WHEREAS, City and Consultant entered into Amendment No. 1 to the Agreement on May 1, 2025 to increase the compensation for Fiscal Year 2024-2025 from \$15,000 (fifteen thousand dollars) to \$15,700 (fifteen thousand seven hundred dollars) and increasing the three-year not to exceed amount of compensation from \$45,000 to \$45,700.

WHEREAS, the Consultant has a new address and assigned a new Project Manager, and the Parties desire to amend the Agreement accordingly;

WHEREAS, the Parties now desire to amend the Agreement to extend the term and increase the compensation, to utilize the first of two allowable one-year term extensions within the Agreement extending the term to December 31, 2026, and to set the compensation for calendar year 2026 at \$15,000 (fifteen thousand dollars) and increase the not-to-exceed amount for the full term of the Agreement, including this extension, from \$45,700 to \$60,700.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 2 and the Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

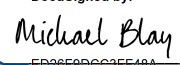
2. Compensation. Commencing January 1, 2026, and notwithstanding any provision in Section 2 of the Agreement to the contrary, the compensation due to Consultant for services rendered shall not exceed the sum of \$15,000 for calendar year 2026, and a not-to-exceed amount of \$60,700 over the entire term of the Agreement. All other provisions of section 2 of the Agreement shall remain in full force and effect.
3. Term. The extended term as provided by this Amendment No. 2 shall be from January 1, 2026 to December 31, 2026. This is the first one-year extension of two allowable within the Agreement. After conclusion of this term, the Parties may, by mutual consent, extend the term of the Agreement for one final additional year.
4. Organization. Consultant shall assign James DeCarolis as the Project Manager.
5. Notice. All notices or payments required under the Agreement shall be delivered to Consultant at the following address, which replaces any previous address set forth in the Agreement:
EnviroMINE, Inc.
4711 Viewridge Avenue, Suite 270
San Diego, CA 92123.
6. Electronic Transmission. A manually signed copy of this Amendment No. 2 transmitted by facsimile, email or other means of electronic transmission by the Parties shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 2 for all purposes. This Amendment No. 2 may be signed using an electronic signature.
7. Counterparts. This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.
8. Effect of Amendment. Except as expressly modified by this Amendment No. 2, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

(This space is intentionally left blank. Signatures on following page.)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 as of the Effective Date first herein above written.

CITY OF UPLAND

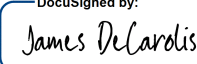
CONSULTANT
EnviroMINE, Inc.

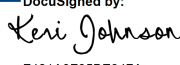
DocuSigned by:

ED26F8DCC3FF48A...
Michael Blay
City Manager

Signed by:

172856430EECA39...
Travis Jokerst
Vice President

ATTEST:

DocuSigned by:

073E070EB8BA42E...
James DeCarolis
Project Manager

DocuSigned by:

F421A0F85BE347A...
Keri Johnson
City Clerk

APPROVED TO FORM:

Signed by:

9326570F0DB648E...
Stephen Deitsch
City Attorney