

TFC Contract No. 20-040-000  
RFP No. 303-0-00043  
CTR Acquisition Sub LLC  
Amendment No. 1 –Contract Assignment

**AMENDMENT NO. 1 – CONTRACT ASSIGNMENT  
TO THE  
CONTRACT FOR  
WASTE REMOVAL SERVICES  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
CTR ACQUISITION SUB, LLC**

**THIS AMENDMENT NO. 1 – CONTRACT ASSIGNMENT** (hereinafter referred to as “Amendment No. 1 – Contract Assignment”) is entered into by and between the Texas Facilities Commission (hereinafter referred to as “TFC”), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701 and CTR Acquisition Sub, LLC, a Delaware Corporation (hereinafter referred to as “Contractor”) (hereinafter collectively referred to as the “Parties”), with local offices at 9316 FM 812, Austin, Texas 78719, and corporate offices located at 9400 Briarcliff Trace, Port St. Lucie, Florida, 34986, located at to assign the original Contract between TFC and Central Texas Refuse, Inc. (hereinafter referred to as the “Contract”).

WHEREAS, on or about March 16, 2020, CTR Acquisition Sub, LLC filed a Certificate of Filing with the Texas Office of the Secretary of State; and

WHEREAS, TFC is satisfied that Contractor acquired one hundred percent (100%) of the assets except cash, cash equivalents and short term investments of Central Texas Refuse, Inc., and that CTR Acquisition Sub, LLC will, upon execution of this Amendment No. 1 – Contract Assignment” assume all rights, obligations and responsibilities as set forth in TFC Contract No. 20-040-000; and

WHEREAS, pursuant to the April 7, 2020, Assignment and Assumption Agreement, the Parties desire to assign change the Contractor name to CTR Acquisition Sub, LLC, and to make such other Contract information changes as are required pursuant thereto; and

WHEREAS, subject to Contract Sections 101, Assignment and Subcontracts, and 10.23, Entire Contract and Modification, modifications may only be effected by a written amendment to the Contract; and

WHEREAS, the Texas Legislature in the 85<sup>th</sup> Regular Legislative Session, enacted Senate Bill 252 effective September 1, 2017, relating to prohibiting governmental contracts with a company doing business with Iran, Sudan, or a foreign terrorist organization; and

WHEREAS, TFC has determined to modify the Contract so that it reflects this prohibition;

NOW, THEREFORE, the parties agree to amend the Contract as follows:

1. The Parties agree to modify the Contract so that all references therein to “Central Texas Refuse, Inc.,” are replaced with, “CTR Acquisition Sub, LLC.”

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2. The Parties agree to modify ARTICLE X – MISCELLANEOUS PROVISIONS, SECTION 10.2, Historically Underutilized Business (“HUBS”), by deleting the sentence, “A copy of Exhibit E – Initial Approved HUB Subcontracting Plan (“HSP”) is attached hereto and incorporated herein for all purposes,” and replacing it with, “A copy of Exhibit E - Approved HUB Subcontracting Plan (“HSP”) is attached hereto and incorporated herein for all purposes.

3. The parties agree to modify ARTICLE X – MISCELLANEOUS PROVISIONS, SECTION 10.9, Notices, by deleting the contractor contact information and replacing it with the following contractor contact information:

“For Contractor: CTR Acquisition Sub, LLC  
Attention: Benjamin Bracher  
9316 FM 812  
Austin, Texas 78719  
Telephone: (512) 243-2833  
Email: [bbracher@centraltexasrefuse.com](mailto:bbracher@centraltexasrefuse.com)”

4. The Parties hereby agree to modify ARTICLE IX – CONTRACTOR GENERAL AFFIRMATIONS, by adding Sections 9.20 and 9.21, which shall read in their entirety as follows.

“9.20. Human Trafficking Prohibition. Pursuant to Section 2155.0061 of the Texas Government Code, Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if Contractor’s certification in this matter is inaccurate. TFC may not award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year (5) period preceding the date of the award, has been convicted of any offense related to the direct support or promotion of human trafficking.

9.21. Use of State Property. Contractor is prohibited from using State Property for any purpose other than performing services authorized under the Contract. State Property includes, but is not limited to: TFC’s office space, identification badges, TFC information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any TFC issued software, and the TFC Virtual Private Network (VPN client)), and any other resources of TFC. Contractor shall not remove State Property from the continental United States. In addition, Contractor may not use any computing device to access TFC’s network or e-mail while outside of the continental United States. Contractor shall not perform any maintenance services on State Property unless the Contract expressly authorizes such services. During the time that State Property is in the possession of Contractor, Contractor shall be responsible for (i) all repair and replacement charges incurred by TFC that are associated with loss of State Property or damage beyond normal wear and tear; and (ii) all charges attributable to Contractor’s use of State Property that exceeds the scope of the Contract.

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Contractor shall fully reimburse such charges to TFC within ten (10) calendar days of Contractor’s receipt of TFC’s notice of amount due. Use of State Property for a purpose not authorized by agreement shall constitute breach of contract and may result in termination of the Contract and the pursuit of other remedies available to TFC under contract, at law, or in equity.”

Except as expressly amended above, all provisions of the Contract remain in full force and effect.

In Witness Whereof, the Parties hereto have made and executed this Amendment No. 1 - Contract Assignment, to be effective as of the date of the last Party to sign.

**TEXAS FACILITIES COMMISSION**

**CTR ACQUISITION SUB, LLC**

DocuSigned by:  
By: Mike Novak, Executive Director  
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DocuSigned by:  
By: Michael Lavengco, CEO, CTR Acquisition Sub, LLC  
B7E2DAB6FF804B6...

Mike Novak

Mike Lavengco

Executive Director

CEO

Date of execution: 04/27/2020 | 1:45 PM CDT

Date of execution: 04/27/2020 | 11:10 AM PDT

GC agws

Dir AM

COO JSLOO