

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
(Consovoy McCarthy PLLC)**

THIS AMENDMENT NO. 1 (the "Amendment") to the Professional Services Agreement dated June 19, 2025 (the "Agreement") is made to be effective as of January 30, 2026, by and between the Office of the Attorney General of the State of Utah ("Attorney General"), P.O. Box 140857, Salt Lake City, Utah 84114-0857, and Consovoy McCarthy PLLC ("Consovoy"), 222 S. Main Street, 5th Floor, Salt Lake City, UT 84101 (collectively the "Parties").

RECITALS

- A. WHEREAS, the Parties entered the Agreement to provide for certain needs of the Attorney General in the litigation styled Utah Physicians for a Healthy Environment et al. v. Utah Department of Natural Resources et al., Case No. 230906637, pending in the Third Judicial District Court for Salt Lake County.
- B. WHEREAS, paragraph 2 of the Agreement states the maximum amount of the contract is \$250,000 for services provided under the Agreement.
- C. WHEREAS, the case has not been resolved, and the basis for the emergency procurement and defense of said litigation continues as originally set forth in the memorandum dated June 19, 2025, published on the Attorney General's website, which documented compliance with Utah Administrative Rule R105-1 and Utah Code § 63G-6a-803 and described the necessity of retaining outside counsel to protect the legal interests of the State and its agencies in light of the complexity and deadlines in the case.
- D. WHEREAS, the Parties now desire to increase the maximum amount of total compensation to be paid under the Agreement to \$1,000,000 to protect the interests of the State, without altering any other provisions of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this Amendment and in the Agreement, the Parties agree as follows:

1. The total authorized amount of the Agreement is currently set at \$250,000. The total authorized amount of the Agreement is hereby amended to \$1,000,000. The Agreement, paragraph 2, attached hereto as Exhibit A, is therefore amended to the following: "The total compensation paid under this Agreement shall not exceed \$1,000,000, unless Consovoy provides prior notice to the Attorney General and the Attorney General agrees in writing."

2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the Attorney General and Consvoy have executed this Amendment to be effective as of January 30, 2026.

UTAH ATTORNEY GENERAL'S OFFICE

Mark E. Burns
Digitally signed by
Mark E. Burns
Date: 2026.02.02
11:02:08 -07'00'

Dated: 2/2/2026

By: Mark E. Burns
Title: Civil Deputy, Utah Attorney General's Office

CONSOVOY MCCARTHY PLLC



Dated: 2/2/2026

By: Tyler Green
Title: Partner