

AMENDMENT NO. 5
CONTRACT NO. 455-20-1036D
FOR
STATEWIDE SITE REMEDIATION AND RELATED SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
ENSOURCE CORPORATION

THIS AMENDMENT NO. 5 to Contract No. 455-20-1036D (“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 Ensource Corporation (“Contractor”), located at P.O. Box 691005 Houston, Texas 77269 (individually, “Party”; collectively, “Parties”).

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

WHEREAS, on August 31, 2021, the Parties executed **Amendment No. 1** 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, 2022, and to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$750,000.00) to EIGHT HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$800,000.00), as approved by the Executive Director on August 31, 2021,

WHEREAS, on July 13, 2022, the Parties executed **Amendment No. 2** to the Contract to modify section **2.01. Contract Award.**, subparagraph (a.) to exercise renewal option two (2) of three (3) to continue the Contract through August 31, 2023, and to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from EIGHT HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$800,000.00) to EIGHT HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$850,000.00) as approved by the Executive Director on July 13, 2022.

WHEREAS, on October 27, 2022, the Parties executed **Amendment No. 3** to the Contract to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from EIGHT HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$850,000.00) to NINE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$950,000.00), as approved by the Executive Director on October 27, 2022.

WHEREAS, on July 27, 2023, the Parties executed **Amendment No. 4** to the Contract to modify section **2.01. Contract Award.**, subparagraph (a.) to exercise renewal option three (3) 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 NINE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$950,000.00) to ONE MILLION TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$1,025,000.00), 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 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 **ONE MILLION NINE HUNDRED TWENTY-**

FIVE THOUSAND DOLLARS AND ZERO CENTS (\$1,925,000.00), the total of which includes the current NTE amount of **ONE MILLION TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$1,025,000.00)**, plus the addition of **NINE HUNDRED THOUSAND DOLLAR AND ZERO CENTS (\$900,000.00)**, as approved by the Commissioners on September 19, 2023.”

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. 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 made and executed this Amendment No. 5 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

ENSOURCE CORPORATION

DocuSigned by:
Wei Wang
A320E7878B01444
Wei Wang
Executive Director

DocuSigned by:
Steve Thompson
65C873A82387408
Steve Thompson
President

Date of Execution: 10/5/2023

Date of Execution: 10/5/2023

RRC use only below this line.
Division Director: DS 10/3/2023
Assistant Executive Director: KL 10/3/2023
Director of Operations: tl 10/3/2023
Office of General Counsel: DS 10/3/2023