

AMENDMENT NO. 5
CONTRACT NO. 455-23-1017A FOR
STATEWIDE LAB TESTING SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
EUROFINS ENVIRONMENTAL TESTING SOUTH CENTRAL, LLC

THIS AMENDMENT NO. 5 to Contract No. 455-23-1017A (“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 78701 and Eurofins Environmental Testing South Central, LLC (“Contractor”), located at 4147 Greenbriar Drive, Stafford, Texas 77477 (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 20, 2024, 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, 2025, and to modify Section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.**, changing the not-to-exceed amount of the Contract from SIXTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$65,000.00) to ONE HUNDRED THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$130,000.00), as approved by the Commissioners on August 15, 2024; and

WHEREAS, on August 15, 2025, 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, 2026, and to modify Section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from ONE HUNDRED THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$130,000.00), to ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$195,000.00), as approved by the Commissioners on June 17, 2025; and

WHEREAS, on February 6, 2026, the Parties executed **Amendment No. 3** to the Contract to modify the Contract to reflect the name substitution resulting from the merger in which San Antonio Testing Laboratory, LLC merged into Eurofins Environmental Testing South Central, LLC, effective April 1, 2025, and to document Eurofins Environmental Testing South Central, LLC’s assumption of all duties, responsibilities, liabilities, and obligations of San Antonio Testing Laboratory, LLC under Contract No. 455-23-1017A, as approved by the Executive Director on February 6, 2026; and

WHEREAS, on May 28, 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 HUNDRED NINETY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$195,000.00) to TWO HUNDRED FORTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$245,000.00), as approved by the Commissioners on May 12, 2026; and

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 August 23, 2023, through August 31, 2027 (the initial term of the Contract plus the exercised optional renewal term three of three; collectively, “Contract Term”) unless terminated earlier as provided in RFP No. 455-23-1017A Part III and/or Section **2.02 TERMINATION.**, set forth in the original Contract.

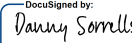
II. SECTION 3.01. CONTRACT LIMIT, FEES AND EXPENSES., is deleted in its entirety and replaced with the following:

“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 HUNDRED FORTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$345,000.00)**, the total of which includes the current NTE amount of **TWO HUNDRED FORTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$245,000.00)**, plus the addition of **ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00)**, as approved by the Commissioners on June 2, 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. 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.

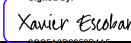
IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment No.5 to the Contract to be effective as of the date of the last Party’s signature hereto. By signatures below, each signatory represents and warrants that they have the authority to amend the Contract on behalf of the respective Party.

RAILROAD COMMISSION OF TEXAS

DocuSigned by:


 Danny Sorrells
 Deputy Executive Director
 Signing on behalf of Wei Wang
 Executive Director
 Date of Execution: 8/13/2026

EUROFINS ENVIRONMENTAL TESTING SOUTH CENTRAL, LLC

Signed by:


 Xavier Escobar
 Business Unit Manager

Date of Execution: 8/13/2026

RRC use only below this line.

Division Director: 	Date: <u>8/12/2026</u>
Chief Administrative Officer: 	Date: <u>8/11/2026</u>
Director of Operations: 	Date: <u>8/11/2026</u>
Office of General Counsel: 	Date: <u>8/11/2026</u>