

**AMENDMENT NO. 3**  
**CONTRACT NO. 455-20-1036D**  
**FOR**  
**STATEWIDE SITE REMEDIATION AND RELATED SERVICES**  
**BETWEEN**  
**THE RAILROAD COMMISSION OF TEXAS AND**  
**ENSOURCE CORPORATION**

**THIS AMENDMENT NO. 3** 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,** 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 AND 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 **NINE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$950,000.00)**, the total of which includes the current NTE amount of **EIGHT HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$850,000.00)** plus the addition of **ONE HUNDRED THOUSAND DOLLAR AND ZERO CENTS (\$100,000.00)**, as approved by the Executive Director effective as of the date executed by the parties in Amendment No.3.”

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. 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. 3 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:  
Wei Wang  
A320E7226901444  
Wei Wang  
Executive Director

Date of Execution: 10/27/2022

**ENSOURCE CORPORATION**

DocuSigned by:  
Steve Thompson  
65C973A97397404  
Steve Thompson  
President

Date of Execution: 10/27/2022

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RRC use only below this line.

Division Director:	<u>DS</u>	10/24/2022
Assistant Executive Director:	<u>RL</u>	10/24/2022
Director of Operations:	<u>tl</u>	10/21/2022
Office of General Counsel:	<u>DS</u>	10/24/2022