

**AMENDMENT NO. 5**  
**CONTRACT NO. 455-23-1020I FOR**  
**STATEWIDE SITE REMEDIATION AND RELATED SERVICES**  
**BETWEEN**  
**THE RAILROAD COMMISSION OF TEXAS AND**  
**TALON/LPE, LTD.**

**THIS AMENDMENT NO. 5** to Contract No. 455-23-1020I (“Contract”) is entered into by and between the State of Texas, acting through the Railroad Commission of Texas (“RRC”), located at 1701 N. Congress Avenue, Austin, Texas 78701 and Talon/LPE, Ltd. (“Contractor”), located at 921 N. Bivins, Amarillo, Texas 79107 (individually “Party”; collectively “Parties”).

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

**WHEREAS,** on November 23, 2024, the Parties executed **Amendment No. 1** to the Contract to modify Section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.**, changing the not-to-exceed amount of the Contract from FOUR HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$450,000.00) to SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$750,000.00), as approved by the Commissioners on November 19, 2024.

**WHEREAS,** on August 1, 2025, the Parties executed **Amendment No. 2** 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, 2026, 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 TWO MILLION DOLLARS AND ZERO CENTS (\$2,000,000.00), as approved by the Commissioners on June 17, 2025.

**WHEREAS,** on November 7, 2025, 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 TWO MILLION DOLLARS AND ZERO CENTS (\$2,000,000.00) to TWO MILLION TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,200,000.00), as approved by the Commissioners on October 28, 2025.

**WHEREAS,** on February 13, 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 TWO MILLION TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,200,000.00) to TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,500,000.00), as approved by the Commissioners on February 5, 2026.

**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 **TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$2,750,000.00)**, the total of which includes the current NTE amount of **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,500,000.00)**, plus the addition of **TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$250,000.00)**, as approved by the Commissioners on March 25, 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**

  
\_\_\_\_\_  
Wei Wang  
Executive Director

**TALON/LPE, LTD.**





DocuSigned by:  
  
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0463404FA4F64AE  
Jason Lincoln  
Senior Vice President

Date of Execution: 4.23.26

Date of Execution: 4/23/2026

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RRC use only below this line.

Division Director:		Date:	<u>4/13/2026</u>
Chief Administrative Officer:		Date:	<u>4/15/2026</u>
Director of Operations:		Date:	<u>4/11/2026</u>
Office of General Counsel:		Date:	<u>4/12/2026</u>