

**AMENDMENT NO. 5**  
**CONTRACT NO. 455-20-1036 FOR**  
**STATEWIDE SITE REMEDIATION AND RELATED SERVICES**  
**BETWEEN**  
**THE RAILROAD COMMISSION OF TEXAS AND**  
**USFS, LLC.**

**THIS AMENDMENT NO. 5** to Contract No. 455-20-1036 (“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 USFS, LLC. (“Contractor”), located at 24026 CR 3118, Winona, Texas 75792 (individually, “Party”; collectively, “Parties”).

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

**WHEREAS,** on June 17, 2021, 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 ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,500,000.00) to THREE MILLION NINE HUNDRED EIGHTY THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$3,980,500.00), through the Contract Term as approved by RRC Commissioners on September 1, 2020, and the Executive Director on June 17, 2021.

**WHEREAS,** on August 26, 2021, 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, 2022, and to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from THREE MILLION NINE HUNDRED EIGHTY THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$3,980,500.00) to SEVEN MILLION SEVEN HUNDRED EIGHTY THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$7,780,500.00), through the Contract Term as approved by RRC Commissioners on August 24, 2021.

**WHEREAS,** on October 29, 2021, 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 SEVEN MILLION SEVEN HUNDRED EIGHTY THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$7,780,500.00) to TEN MILLION ONE HUNDRED FIVE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$10,105,500.00), through the Contract Term as approved by RRC Commissioners on October 26, 2021.

**WHEREAS,** on July 13, 2022, the Parties executed **Amendment No. 4** 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 TEN MILLION ONE HUNDRED FIVE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$10,105,500.00) to TEN MILLION TWO HUNDRED FIVE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$10,205,500.00), through the Contract Term 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, 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 **TEN MILLION EIGHT HUNDRED FIFTY-FIVE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$10,855,500.00)**, the total of which includes the current NTE amount of **TEN MILLION TWO HUNDRED FIVE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$10,205,500.00)** plus the addition **SIX HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$650,000.00)**, as approved by the Executive Director effective as of the date executed by the Parties in this Amendment No.5.”

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:  
Wei Wang  
A320E7B78B07414  
Wei Wang  
Executive Director

Date of Execution: 9/21/2022

**USFS, LLC.**

DocuSigned by:  
Barry Stem  
0000C4C482C10CC  
Barry K. Stem Sr.  
President

Date of Execution: 9/19/2022

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RRC use only below this line.  
Division Director: DS 9/19/2022  
Chief Operating Officer: RC 9/19/2022  
Director of Operations: TL 9/17/2022  
Office of General Counsel: DS 9/19/2022