

AMENDMENT NO. 5
CONTRACT NO. 455-20-1031H FOR
WELL PLUGGING & RELATED SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
HAY CREEK INVESTMENTS, L.L.C.

THIS AMENDMENT NO. 5 to Contract No. 455-20-1031H (“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 Hay Creek Investments, L.L.C. (“Contractor”), located at 613 Wallis Ave., Santa Anna, Texas 76878 (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 30, 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 ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$1,750,000.00) to THREE MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$3,450,000.00), as approved by RRC Commissioners on August 24, 2021.

WHEREAS, on March 30, 2022, the Parties executed **Amendment No. 2** to the Contract to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from THREE MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$3,450,000.00) to THREE MILLION SEVEN HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$3,700,000.00), as approved by the Executive Director on March 30, 2022.

WHEREAS, on August 18, 2022, the Parties executed **Amendment No. 3** 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 THREE MILLION SEVEN HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$3,700,000.00) to FIVE MILLION THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,325,000.00), as approved by RRC Commissioners on June 28, 2022.

WHEREAS, on October 11, 2022, 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 FIVE MILLION THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,325,000.00) to SIX MILLION SEVEN HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$6,700,000.00) as approved by RRC Commissioners on June 28, 2022, and to modify part **IV. FUNDING** to add a new section titled **4.02. CONDITIONS OF FEDERAL FUNDING.**

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 SEVEN MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$7,550,000.00), the total of which includes the current NTE

amount of SIX MILLION SEVEN HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$6,700,000.00), as approved by the RRC Commissioners on June 28, 2022, plus the addition of EIGHT HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$850,000.00), 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
Wei Wang 3206...01444...
Executive Director

Date of Execution: 4/11/2023

HAY CREEK INVESTMENTS, L.L.C.

DocuSigned by:
Ben Meier
Ben Meier 7705...34C4...
Owner

Date of Execution: 4/11/2023

RRC use only below this line.

Division Director: DS

Asst. Executive Director: RL

Director of Operations: TL

Office of General Counsel: DS