

AMENDMENT NO. 3
CONTRACT NO. 455-20-1031I FOR
WELL PLUGGING & RELATED SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
MASH OILFIELD SERVICES, LP

THIS AMENDMENT NO. 3 to Contract No. 455-20-1031I (“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 Mash Oilfield Services, LP (“Contractor”), located at 3015 Highway 16 S. Graham, Texas 76450 (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 27, 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 SIX HUNDRED AND FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$650,000.00) to ONE MILLION FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$1,050,000.00), as approved by RRC Commissioners on August 24, 2021.

WHEREAS, on August 19, 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 ONE MILLION FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$1,050,000.00) to ONE MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$1,450,000.00), as approved by RRC Commissioners on June 28, 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 **ONE MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$1,950,000.00)**, the total of which includes the current NTE amount of **ONE MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$1,450,000.00)**, as approved by RRC Commissioners on June 28, 2022, plus the addition of **FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00)**, as approved by the Executive Director effective as of the date executed by the Parties in this 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

Wei Wang, 300E7878B01444...

Executive Director

Date of Execution: 2/17/2023

MASH OILFIELD SERVICES, LP

DocuSigned by:

Mason Shiery

Mason Shiery, 73A541578B08401...

President

Date of Execution: 2/17/2023

RRC use only below this line.

Division Director: DS

Asst. Executive Director: KL

Director of Operations: TL

Office of General Counsel: DS