RRC Contract: 455-24-1003C-02 RFQ No: 455-24-1003 Well Plugging & Related Services

## AMENDMENT NO. 2 CONTRACT NO. 455-24-1003C FOR WELL PLUGGING & RELATED SERVICES BETWEEN THE RAILROAD COMMISSION OF TEXAS AND CLEARWELL OPERATIONS, LLC

**THIS AMENDMENT NO. 2** to Contract No. 455-24-1003C ("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 78701 and Clearwell Operations, LLC ("Contractor"), located at 1250 N.E. Loop 410, Suite 1000, San Antonio, Texas 78209 (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 20, 2025, 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 four (4) to continue the Contract through August 31, 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 DOLLARS AND ZERO CENTS (\$2,000,000.00), the total of which includes the current NTE amount of FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00), as approved by RRC Commissioners on June 17, 2025, plus the addition of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,500,000.00), as approved by RRC Commissioners on November 18, 2025."

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. 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. 2 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 Parties.

RAILROAD COMMISSION OF TEXAS  Docusigned by:	CLEARWELL OPERATIONS, LLC Signed by:
theresa lopes, Director of Operations	tommy taylor
Thursa Estate CTCD, CTCM,	Tommy/2Fery48r,
Director of Operations	President
Signing on behalf of Wei Wang	
Executive Director	
4044000	12/2/2025
Date: 12/4/2025	Date: 12/3/2025

RRC Contract: 455-24-1003C-02 RFQ No: 455-24-1003 Well Plugging & Related Services

RRC use only below this line.	10/0/0005
Division Director: $\emptyset_{S}^{\circ}$	Date: 12/3/2025
Chief Administrative Officer: (5	Date: 12/3/2025
Director of Operations:	Date: 12/3/2025
Office of General Counsel:	Date: 12/3/2025