

**AMENDMENT NO. 1**  
**CONTRACT NO. 455-20-1031G FOR**  
**STATEWIDE WELL PLUGGING AND RELATED SERVICES**  
**BETWEEN**  
**THE RAILROAD COMMISSION OF TEXAS AND**  
**SPH DEVELOPMENT, LLC**

**THIS AMENDMENT NO. 1** to Contract No. 455-20-1031G (“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 SPH Development, LLC (“Contractor”), located at 2905 Lydia Dr., Wichita Falls, Texas 76308 (individually, “Party”; collectively, “Parties”).

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

**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 **THREE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$350,000.00)**, the total of which includes the current NTE amount of **THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$300,000.00)**, plus the addition of **FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00)**, as approved by RRC Commissioners on September 1, 2020.

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. 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. 1 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**

**SPH DEVELOPMENT, LLC**

By: Wei Wang  
Wei Wang,  
Executive Director

By: Brent Brown  
Brent Brown,  
General Manager

Date of Execution: 7/1/2021

Date of Execution: 7/1/2021

RRC use only below this line.

Div. Director: DS

CM COO: RC

Procurement Director: JS

OGC: PS