

**AMENDMENT NO. 4**  
**CONTRACT NO. 455-20-1031N FOR**  
**WELL PLUGGING & RELATED SERVICES**  
**BETWEEN**  
**THE RAILROAD COMMISSION OF TEXAS AND**  
**MOORE ENERGY SERVICE, LLC.**

**THIS AMENDMENT NO. 4** to Contract No. 455-20-1031N (“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 Moore Energy Service, LLC. (“Contractor”), located at 12492 Longley Rd, Iowa Park, Texas 76367 (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 26, 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 THOUSAND DOLLARS AND ZERO CENTS (\$600,000.00) to ONE MILLION TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,200,000.00), as approved by RRC Commissioners on August 24, 2021.

**WHEREAS,** on August 17, 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 TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,200,000.00) to ONE MILLION EIGHT HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$1,875,000.00), as approved by RRC Commissioners on June 28, 2022.

**WHEREAS,** on May 24, 2023, 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 ONE MILLION EIGHT HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$1,875,000.00) to TWO MILLION TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$2,225,000.00), as approved by RRC Commissioners on May 17, 2023.

**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 2.01. CONTRACT AWARD.**, subparagraph (a.) is deleted in its entirety and replaced with the following:

“This Contract shall be effective as of September 8, 2020, through August 31, 2024 (the initial term of the Contract plus the exercised optional renewal term three of three; collectively, “Contract Term”) unless terminated earlier as provided in RFQ No. 455-20-1031 Part III and/or section **2.02 TERMINATION.**, set forth below.”

- II. 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 **TWO MILLION EIGHT HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$2,875,000.00)** the total of which includes the current NTE amount of **TWO MILLION TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS**


**AND ZERO CENTS (\$2,225,000.00)**, as approved by the RRC Commissioners on May 17, 2023, plus the addition of **SIX HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$650,000.00)**, as approved by the RRC Commissioners on August 22, 2023.”


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. 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 affixed their signatures to this Amendment No.4 to the Contract. *Notwithstanding anything herein to the contrary, this Amendment shall take effect no earlier than August 22, 2023, the date of the next open meeting of the Railroad Commission of Texas.* In anticipation that this Amendment is likely to be approved by RRC’s governing body at the next open meeting, RRC’s authorized representative may elect for convenience and to expedite the execution of this Amendment to sign on the line below prior to said date. *If RRC’s authorized representative below elects to sign this Amendment prior to the date of the next open meeting, RRC’s representative certifies that his or her authority to enter into this Amendment is expressly contingent on approval of this Amendment by the Commission at the next open meeting. If the Commission approves this Amendment, signature authority for RRC is effective on the date of August 22, 2023, or the date that RRC’s representative signs below, whichever occurs last. The Parties agree that execution of this Amendment is contingent on Commission approval. If the Commission does not approve this Amendment at the next open meeting, this Amendment shall not take effect.* Otherwise, by the signatures below, each signatory represents and warrants that they have the authority as of the date of their respective signature to enter into this Amendment on behalf of the respective Parties.

**RAILROAD COMMISSION OF TEXAS**





**MOORE ENERGY SERVICE, LLC.**

DocuSigned by:  
  
\_\_\_\_\_  
Wei Wang,  
Executive Director

DocuSigned by:  
  
\_\_\_\_\_  
Darrell Moore,  
President

Date: 8/9/2023

Date: 8/9/2023

Division Director:   
Asst. Executive Director:   
Director of Operations:   
Office of General Counsel: 

Date: 8/8/2023  
Date: 8/8/2023  
Date: 8/8/2023  
Date: 8/8/2023