

AMENDMENT NO. 5
CONTRACT NO. 455-20-1031C FOR
WELL PLUGGING & RELATED SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
FREDDY'S WELL SERVICE, INC.

THIS AMENDMENT NO. 5 to Contract No. 455-20-1031C (“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 Freddy’s Well Service, Inc., (“Contractor”), located at 190 Old Goliad Road, Victoria, Texas 77905 (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 TWO MILLION DOLLARS AND ZERO CENTS (\$2,000,000.00) to TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$2,750,000.00), as approved by the Executive Director on August 26, 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 TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$2,750,000.00) to THREE MILLION DOLLARS AND ZERO CENTS (\$3,000,000.00), 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 DOLLARS AND ZERO CENTS (\$3,000,000.00) to FOUR MILLION ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$4,125,000.00), as approved by the RRC Commissioners on June 28, 2022.

WHEREAS, on September 22, 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 FOUR MILLION ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$4,125,000.00) to FIVE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$5,250,000.00) 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 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, 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 FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$7,050,000.00), the total of which includes the current NTE amount of FIVE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$5,250,000.00), as approved by the RRC Commissioners on June 28, 2022, plus the addition of ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,800,000.00), 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. 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 affixed their signatures to this Amendment No.5 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

DocuSigned by:

Wei Wang
Wei Wang, 33331444...

Executive Director

Date: 8/3/2023

FREDDY’S WELL SERVICE, INC.

DocuSigned by:

Richard Flores
Richard Flores, ...

Owner

Date: 8/3/2023

RRC use only below this line.

Division Director: DS
Asst. Executive Director: RL
Director of Operations: TL
Office of General Counsel: DS

Date: 8/2/2023
Date: 8/2/2023
Date: 8/1/2023
Date: 8/2/2023