

**AMENDMENT NO. 3
CONTRACT NO. 455-24-1003I FOR
WELL PLUGGING & RELATED SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
HAY CREEK INVESTMENTS, L.L.C.**

THIS AMENDMENT NO. 3 to Contract No. 455-24-1003I(“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 **HAY CREEK INVESTMENTS, L.L.C.** (“Vendor”), located at 613 Wallis Ave, Santa Anna, Texas 76878 (individually “Party”; collectively “Parties”).

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

WHEREAS, on October 9, 2024, the Parties executed **Amendment No. 1** to the contract to modify section **3.01. CONTRACT LIMIT AND FEES AND EXPENSES.** changing the not-to-exceed amount of the contract from THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$3,750,000.00), to SEVEN MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$7,850,000.00), as approved by RRC Commissioners on September 24, 2024.

WHEREAS, on August 25, 2025, the Parties executed **Amendment No. 2** 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, and to modify section **3.01. CONTRACT LIMIT AND FEES AND EXPENSES.**, changing the not-to-exceed amount of the Contract from SEVEN MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$7,850,000.00), to NINE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$9,850,000.00), as approved by RRC Commissioners on June 17, 2025.

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 **FOURTEEN MILLION ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$14,100,000.00)**, the total of which includes the current NTE amount of **NINE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$9,850,000.00)**, plus the addition of **FOUR MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$4,250,000.00)**, as approved by the RRC Commissioners on September 30, 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. 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 Parties.

RAILROAD COMMISSION OF TEXAS

DocuSigned by:
Theresa Lopez, Director of Operations
Theresa Lopez CTCD, CTCM,
Director of Operations
Signing on behalf of Wei Wang
Executive Director

Date: 11/4/2025

HAY CREEK INVESTMENTS, L.L.C.

DocuSigned by:
Davis Lunsford
Davis Lunsford,
President

Date: 11/4/2025

RRC use only below this line.

Division Director: DL
Chief Administrative Office: CS
Director of Operations: TL
Office of General Counsel: MC

Date: 10/23/2025
Date: 10/23/2025
Date: 10/21/2025
Date: 10/23/2025