

**AMENDMENT NO. 5
CONTRACT NO. 455-24-1003Y FOR
WELL PLUGGING & RELATED SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
DELSCO NORTHWEST, LLC**

THIS AMENDMENT NO. 5 to Contract No. 455-24-1003Y (“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 Delsco Northwest, LLC. (“Contractor”), located at 10169 S. Pariette Rd., Myton, Utah 84052 (individually, “Party”; collectively, “Parties”).

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

WHEREAS, on October 8, 2024, the Parties executed **Amendment No. 1** 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 TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$1,250,000.00), to THREE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$3,250,000.00), as approved by RRC Commissioners on September 24, 2024.

WHEREAS, on August 13, 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, FEES AND EXPENSES.**, changing the not-to-exceed amount of the Contract from THREE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$3,250,000.00), to FOUR MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$4,750,000.00), as approved by RRC Commissioners on June 17, 2025.

WHEREAS, on October 24, 2025, 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 FOUR MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$4,750,000.00) to SIX MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$6,250,000.00), as approved by RRC Commissioners on September 30, 2025.

WHEREAS, on February 13, 2026, 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 SIX MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$6,250,000.00) to EIGHT MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$8,250,000.00), as approved by RRC Commissioners on February 5, 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 **TEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$10,250,000.00)**, the total of which includes the current NTE amount of **EIGHT MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$8,250,000.00)**, as approved by RRC Commissioners on September 30, 2025, plus the addition of **TWO**

MILLION DOLLARS AND ZERO CENTS (\$2,000,000.00), as approved by RRC Commissioners on March 25, 2026.”

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 made and executed this Amendment No. 5 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



Wei Wang,
Executive Director

Date: 4.8.26

DELSCO NORTHWEST LLC

Signed by: 

Casey Koon,
President

Date: 4/8/2026

RRC use only below this line.

Division Director: DS
Chief Administrative Office: LS
Director of Operations: TL
Office of General Counsel: FL

Date: 4/8/2026
Date: 4/8/2026
Date: 4/8/2026
Date: 4/7/2026