

**AMENDMENT NO. 3**  
**CONTRACT NO. 455-24-1003K FOR**  
**WELL PLUGGING & RELATED SERVICES**  
**BETWEEN**  
**THE RAILROAD COMMISSION OF TEXAS AND**  
**INNOVATIVE ENERGY SERVICES, INC.**

**THIS AMENDMENT NO. 3** to Contract No. 455-24-1003K (“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 Innovative Energy Services, Inc. (“Contractor”), located at 16600 Park Row, Houston Texas 77084 (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 15, 2025, 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 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 FIVE MILLION DOLLARS AND ZERO CENTS (\$5,000,000.00) to SIX MILLION DOLLARS AND ZERO CENTS (\$6,000,000.00), as approved by RRC Commissioners on June 17, 2025.

**WHEREAS,** on October 24, 2025, 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 SIX MILLION DOLLARS AND ZERO CENTS (\$6,000,000.00) to EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$8,500,000.00), as approved by the RRC Commissioners on September 30, 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 **THIRTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$13,500,000.00)**, the total of which includes the current NTE amount of **EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$8,500,000.00)**, as approved by the RRC Commissioners on September 30, 2025, plus the addition of **FIVE MILLION DOLLARS AND ZERO CENTS (\$5,000,000.00)**, as approved by the RRC Commissioners on May 12, 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. 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 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**



Wei Wang  
Executive Director

Date: 6/3/26

**INNOVATIVE ENERGY SERVICES, INC.**

DocuSigned by:  


O. Duane Gathier,  
President

Date: 5/26/2026

RRC use only below this line.

Division Director: DS  
Chief Administrative Officer: CS  
Director of Operations: TL  
Office of General Counsel: EL

Date: 5/21/2026

Date: 5/21/2026

Date: 5/21/2026

Date: 5/21/2026