

FIRST AMENDMENT OF AGREEMENT FOR PIGGYBACK PURCHASE OF
WELL DRILLING, TESTING AND MAINTENANCE

FIRST AMENDMENT OF AGREEMENT FOR PIGGYBACK PURCHASE OF
WELL DRILLING, TESTING AND MAINTENANCE, made and entered into by and between
the Lee County Board of County Commissioners, a political subdivision of the State of Florida
("County") and Layne Christensen Company ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for well testing, drilling and
maintenance, through Solicitation PB180537RJD with Vendor on the 4th day of December, 2018
("Agreement"); and,

WHEREAS, it was discovered after the full execution of the Agreement that it would be
in the best interest of the County to establish the venue for all disputes as the state courts of Lee
County, Florida, or where proper subject matter jurisdiction exists, the United States District Court
for the Middle District of Florida; and,

WHEREAS, the Parties desire to change the venue for all disputes to the state courts of
Lee County, Florida, or where proper subject matter jurisdiction exists, the United States District
Court for the Middle District of Florida.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL
COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The Parties agree that the first operative clause on page 1: "The County and the Vendor
agree to be bound by the terms and conditions of the Agreement with respect to the
County's purchases of well testing, drilling and maintenance from the Vendor during the
term of the Agreement and any renewals or extensions thereof." shall be superseded by:

"The County and Vendor agree to be bound by the terms and conditions of the Agreement,
with the exception of the clause establishing venue, Article 36, with respect to the County's

purchases of well testing, drilling and maintenance from the Vendor during the term of the Agreement and any renewals or extensions thereof. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.”

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this First Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this 25 day of January, 2018 ^{AD} by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: Mary G. Tucker
Mary G. Tucker
Director of Procurement Management, on behalf of the Board of County Commissioners

APPROVED as to Form for the Reliance of Lee County Only

BY: L. C. Lion
County Attorney's Office

DATED this 20th day of December, 2018 by Layne Christensen Company

ATTEST:

BY: David A. Tormoehlen
Authorized Signature

Miguel C. Martinez
(Witness) - Miguel Martinez

David A. Tormoehlen
Authorized Signature Printed Name

General Manager
Authorized Signature Title

CORPORATE SEAL:

