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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**  
**Pursuant to Section 13 or 15(d)**  
**of the Securities Exchange Act of 1934**

**Date of Report (Date of Earliest Event Reported): July 30, 2025**

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**Aris Water Solutions, Inc.**

(Exact Name of Registrant as Specified in its Charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-40955**  
(Commission  
File Number)

**87-1022110**  
(IRS Employer  
Identification No.)

**9651 Katy Freeway, Suite 400**  
**Houston, Texas 77024**  
(Address of Principal Executive Offices and Zip Code)

**Registrant's telephone number, including area code:**  
**(832) 304-7003**

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<b>Title of Each Class</b>	<b>Trading Symbol</b>	<b>Name of Each Exchange on Which Registered</b>
Class A Common Stock, \$0.01 par value per share	ARIS	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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**Item 1.01. Entry into a Material Definitive Agreement.**

On July 30, 2025, Solaris Midstream DB-NM, LLC (“Solaris Midstream”), a wholly-owned subsidiary of Aris Water Solutions, Inc. (the “Company”), entered into Amendment No. 2 (the “Amendment”) to the Amended and Restated Water Gathering and Disposal Agreement, effective June 11, 2020, with COG Operating LLC (“COG Operating”), a wholly-owned subsidiary of ConocoPhillips, and the other parties thereto (the “Agreement”). The Amendment extended the primary term under the Agreement by seven years from May 31, 2033 to May 31, 2040. No other terms of the Agreement were amended.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 2.02. Results of Operations and Financial Condition.**

On July 30, 2025, the Company issued a press release announcing the Amendment and providing certain expected results for the second quarter of 2025, a copy of which is attached hereto as Exhibit 99.1 and incorporated herein by reference.

The information in this Item 2.02, including Exhibit 99.1 to this Current Report on Form 8-K, is being furnished and shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, regardless of any general incorporation language in such filing, except as shall be expressly set forth by specific reference in such filing.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

Exhibit Number	Description
10.1	<a href="#"><u>Amendment No. 2 to Amended and Restated Water Gathering and Disposal Agreement, effective as of July 29, 2025, by and among Solaris Midstream DB-NM, LLC, COG Operating LLC, COG Production LLC, Concho Oil &amp; Gas LLC and COG Acreage LP.</u></a>
99.1	<a href="#"><u>Press Release of Aris Water Solutions, Inc., dated July 30, 2025.</u></a>
104	Cover Page Interactive Data File (formatted in Inline XBRL document).

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: July 31, 2025

**ARIS WATER SOLUTIONS, INC.**

By: /s/ Robert W. Hunt Jr.

Name: Robert W. Hunt Jr.

Title: Chief Legal Officer and Corporate Secretary

**AMENDMENT NO. 2 TO  
AMENDED AND RESTATED WATER GATHERING AND DISPOSAL AGREEMENT**

This Amendment No. 2 to Amended and Restated Water Gathering and Disposal Agreement (this “***Amendment***”) is made and entered into as of July 29, 2025 (the “***Amendment Effective Date***”), by and among Solaris Midstream DB-NM, LLC, a Delaware limited liability company (“***Gatherer***”), COG Operating LLC, a Delaware limited liability company (“***COG***”), COG Production LLC, a Texas limited liability company (“***COGP***”), Concho Oil & Gas LLC, a Delaware limited liability company (“***CO&G***”), and COG Acreage LP, a Texas limited partnership (“***COGA***”), and with COG, COGP and CO&G collectively herein referred to in the singular as “***Producer***”). Gatherer and Producer are sometimes referred to in this Amendment individually as a “***Party***” and collectively as the “***Parties***”. Capitalized terms used but not defined in this Amendment will have the respective meanings ascribed to such terms in the Agreement (as defined below).

**RECITALS**

WHEREAS, effective June 11, 2020, the Parties entered into an Amended and Restated Water Gathering and Disposal Agreement and effective as of February 15, 2024, Producer and Gatherer amended such agreement (the “***Agreement***”); and

WHEREAS, the Parties desire to extend the Primary Term of the Agreement by seven (7) years.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and for other good and valuation consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby (a) ratify and confirm the foregoing Recitals and (b) further agree as follows:

**1. Amendment to Section 7.1.** Section 7.1 of the Agreement shall be deleted in its entirety and replaced with the following:

“**Section 7.1 Term.** This Agreement is effective as of the Effective Date and will remain in full force and effect thereafter until May 31, 2040 (the “**Primary Term**”), and, unless terminated by either Party effective as of the end of the last day of the Primary Term upon at least 365 days’ prior written notice, will continue year to year until the end of a yearly term extension when either Party provides at least 365 days’ prior written notice of termination (such term, together with the Primary Term, being the “**Term**”). Notwithstanding the above, subject to **Section 7.2**, Producer shall have the option to extend the Primary Term by an additional five (5) years up to two times, exercisable by giving notice to Gatherer, at least 365 days prior to the end of the Primary Term or the then current 5-year renewal term, with such notice, if timely given, taking precedence over any notice of termination. The termination of this Agreement will not excuse or terminate any obligations incurred or accrued under this Agreement prior to the effective date of termination or any indemnification obligations under this Agreement, which such obligations shall survive termination of this Agreement.”

2. Limited Effect. Producer and Gatherer agree that, except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed. In the event of conflict between the provisions of this Amendment and the provisions of the Agreement, this Amendment shall control. On and after the Amendment Effective Date, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import will mean and be a reference to the Agreement as amended by this Amendment.

3. Representations and Warranties. Each Party hereby represents and warrants for itself that: (a) it has the full right, power and authority to enter into this Amendment and to perform its obligations hereunder; (b) the execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party; and (c) this Amendment has been executed and delivered by such Party and constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

4. Miscellaneous.

- (a) Governing Law and Dispute Resolution. This Amendment and any dispute involving this Amendment shall be governed by and construed in accordance with the law of the State of Texas without regard to principles of conflicts of law otherwise applicable to such determinations. The Dispute Resolution and Arbitration provisions of GTC Section XIII(b) to the Agreement shall apply to this Amendment and are hereby incorporated into this Amendment *mutatis mutandis*.
- (b) Successors and Assigns. This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.
- (c) Headings. The topical headings used herein are inserted for convenience only and shall not be construed as having any substantive significance or meaning whatsoever, or as indicating that all of the provisions of this Amendment relating to any particular topic are to be found in any particular article or section.
- (d) Counterparts. This Amendment may be executed in one or more counterparts (including by facsimile transmission or other customary means of electronic transmission (e.g., pdf)), each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.
- (e) Entire Agreement; Modification. The Agreement and this Agreement constitute the sole and entire agreement between the Parties with respect to the subject matter contained herein, and there are no agreements, modifications, conditions or understandings, written or oral, expressed or implied, pertaining to the subject matter of this Amendment which are not contained in this Amendment. Modifications of this Amendment will be or become effective only upon the due and mutual execution of appropriate supplemental agreements or amendments hereto by duly authorized representatives of the respective Parties.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Effective Date.

**PRODUCER:**

**COG OPERATING LLC**

By: /s/ Garrett Rychlik  
Name: Garrett Rychlik  
Title: Attorney-in-Fact

Acknowledgment

STATE OF TEXAS            )  
                                      )  
COUNTY OF HARRIS        )

The foregoing instrument was acknowledged before me this 29th day of July, 2025 by Garrett Rychlik, Attorney-in-Fact of COG Operating LLC, a Delaware limited liability company, on behalf of said company.

Witness my hand and official seal.

/s/ Erica Adkins  
Notary

[SEAL]

ERICA ADKINS  
Notary Public, State of Texas  
Comm. Expires 01-18-2027  
Notary ID 131861163

*[Signature Page to Amendment No. 2 to Water Gathering and Disposal Agreement]*

**COG PRODUCTION LLC**

By: /s/ Garrett Rychlik  
Name: Garrett Rychlik  
Title: Attorney-in-Fact

**Acknowledgment**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

The foregoing instrument was acknowledged before me this 29th day of July, 2025 by Garrett Rychlik, Attorney-in-Fact of COG Production LLC, a Texas limited liability company, on behalf of said company.

Witness my hand and official seal.

/s/ Erica Adkins  
Notary

[SEAL]

ERICA ADKINS  
Notary Public, State of Texas  
Comm. Expires 01-18-2027  
Notary ID 131861163

*[Signature Page to Amendment No. 2 to Water Gathering and Disposal Agreement]*

**CONCHO OIL & GAS LLC**

By: /s/ Garrett Rychlik  
Name: Garrett Rychlik  
Title: Attorney-in-Fact

**Acknowledgment**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

The foregoing instrument was acknowledged before me this 29th day of July, 2025 by Garrett Rychlik, Attorney-in-Fact of Concho Oil & Gas LLC, a Delaware limited liability company, on behalf of said company.

Witness my hand and official seal.

/s/ Erica Adkins  
Notary

[SEAL]

ERICA ADKINS  
Notary Public, State of Texas  
Comm. Expires 01-18-2027  
Notary ID 131861163

*[Signature Page to Amendment No. 2 to Water Gathering and Disposal Agreement]*



**COG ACREAGE LP**

By: /s/ Garrett Rychlik  
Name: Garrett Rychlik  
Title: Attorney-in-Fact

**Acknowledgment**

STATE OF TEXAS            )  
                                      )  
COUNTY OF HARRIS        )

The foregoing instrument was acknowledged before me this 29th day of July, 2025 by Garrett Rychlik, Attorney-in-Fact of COG Acreage LP, a Texas limited partnership, on behalf of said company.

Witness my hand and official seal.

/s/ Erica Adkins  
Notary

[SEAL]

ERICA ADKINS  
Notary Public, State of Texas  
Comm. Expires 01-18-2027  
Notary ID 131861163

*[Signature Page to Amendment No. 2 to Water Gathering and Disposal Agreement]*

**GATHERER:**

**SOLARIS MIDSTREAM DB-NM, LLC**

By: /s/ Amanda Brock

Name: Amanda Brock

Title: CEO

Acknowledgment

STATE OF TEXAS            )

                                      )

COUNTY OF HARRIS        )

The foregoing instrument was acknowledged before me this 30th day of July, 2025 by Amanda Brock, CEO of Solaris MidstreamDB-NM, LLC, a Delaware limited liability company, on behalf of said company.

Witness my hand and official seal.

/s/ Melody Chappell

Notary

[SEAL]

MELODY CHAPPELL  
Notary ID #8384483  
My Commission Expires  
January 26, 2027

*[Signature Page to Amendment No. 2 to Water Gathering and Disposal Agreement]*

## **Aris Water Announces Seven-Year Extension of Water Gathering and Disposal Agreement with ConocoPhillips and Provides Operational Update**

HOUSTON, Texas, July 30, 2025 - Aris Water Solutions, Inc. (NYSE: ARIS) (“Aris”) today announced the extension of its Water Gathering and Disposal Agreement (the “Agreement”) with ConocoPhillips, extending the primary term of the Agreement from May 31, 2033, to May 31, 2040. The Agreement’s terms will otherwise remain unchanged as the parties extend their successful operational relationship. This extension further aligns the interests of both parties and complements their recently executed long-term water supply contract. Aris will continue to provide long-term full-cycle water infrastructure services to ConocoPhillips, including recycled water supply, produced water transportation and produced water handling operations in the Northern Delaware Basin.

“ConocoPhillips is one of our most important customers and long-term partners, and Aris has consistently demonstrated its ability to deliver reliable, full-cycle water infrastructure solutions. This extension represents a significant milestone for Aris—lengthening the acreage-weighted remaining term of our produced water contracts from approximately six years to over ten years,” said Amanda Brock, President and CEO of Aris Water Solutions. “This extension also provides Aris with substantial long-term revenue visibility, supported by ConocoPhillips’ highly economic, multi-decade remaining inventory.”

Aris continues to see strong activity levels from dedicated customers and associated produced water volume growth. For the second quarter of 2025, Aris expects to report Adjusted EBITDA at the high end of its guidance range. Aris is also reaffirming its full-year financial outlook, underpinned by the activity of its long-term customers in premier acreage. Aris will host a conference call to discuss its second quarter 2025 results on Tuesday, August 12, 2025, at 8:00 a.m. Central Time (9:00 a.m. Eastern Time). Aris will issue its second quarter 2025 earnings release after market close on August 11, 2025.

### **Forward-Looking Statements**

This press release contains “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Examples of forward-looking statements include, but are not limited to, statements regarding our financial outlook, business strategy, our future revenue, our ability to perform under, and benefit from, our contracts with ConocoPhillips, our expected results for the second quarter of 2025 and our full-year guidance for 2025, as well as other statements that are not historical facts. In some cases, you can identify forward-looking statements by terminology such as “expect,” “will,” “intend,” “believe,” “may” and variations of such words or similar expressions. Forward-looking statements are based on our current expectations and assumptions. Because forward-looking statements relate to the future, by their nature, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. As a result, our actual results may differ materially from those contemplated or implied by the forward-looking statements. Risks and uncertainties include, but are not limited to, those detailed in Aris’ most recent Annual Report on Form 10-K and other filings with the U.S. Securities and Exchange Commission. Readers are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date hereof. All forward-looking statements, expressed or implied, included in this press release and any oral statements made in connection with this press release are expressly qualified in their entirety by the foregoing cautionary statements. We undertake no obligation to update or revise any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.

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**Non-GAAP Financial Information**

Aris uses financial measures that are not calculated in accordance with U.S. generally accepted accounting principles (“GAAP”), including Adjusted EBITDA. Although this non-GAAP financial measure is an important factor in assessing Aris’ operating results, it should not be considered in isolation or as a substitute for net income or any other measure prepared under GAAP.

Aris calculates Adjusted EBITDA as net income (loss) plus: interest expense; income taxes; depreciation, amortization and accretion expense; abandoned well costs, asset impairment and abandoned project charges; losses on the sale of assets; transaction costs; research and development expense; change in payables related to the Tax Receivable Agreement liability as a result of state tax rate changes; loss on debt extinguishment; stock-based compensation expense; and other non-recurring or unusual expenses or charges (such as litigation expenses, severance costs and amortization expense related to the implementation costs of our new enterprise resource planning system), less any gains on the sale of assets.

Aris believes that Adjusted EBITDA is used by investors and professional research analysts to assess the ability of our assets to generate sufficient cash to meet our business needs and return capital to equity holders, as well as for the valuation, comparison, rating and investment recommendations of companies within our industry. Similarly, Aris’ management uses this information for comparative purposes as well. Adjusted EBITDA is not a measure of financial performance under GAAP and should not be considered as a measure of liquidity or as alternatives to net income (loss). Additionally, Adjusted EBITDA as defined by Aris may not be comparable to similarly titled measures used by other companies and should be considered in conjunction with net income (loss) and other measures prepared in accordance with GAAP.

**About Aris Water Solutions, Inc.**

Aris Water Solutions, Inc. is a leading, growth-oriented environmental infrastructure and solutions company that directly helps its customers reduce their water and carbon footprints. Aris delivers full-cycle water handling and recycling solutions that increase the sustainability of energy company operations. Its integrated pipelines and related infrastructure create long-term value by delivering high-capacity, comprehensive produced water management, recycling and supply solutions to operators in the core areas of the Permian Basin.

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