

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(NIGP CONSULTING SERVICES PROJECT)**

This **SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (the “Second Amendment”) is made and entered into by and between **NEW BRAUNFELS UTILITIES**, a Texas municipally owned utility (“NBU”), and **PERISCOPE HOLDINGS, INC.**, a Delaware corporation authorized to transact business in the State of Texas (the “Professional”) (collectively, “the Parties”).

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement dated February 9, 2022 (the “Original Agreement”), for purchasing project management and support services (the “Project”) to be completed by February 1, 2024;

WHEREAS, the Parties entered into a First Amendment to the Original Agreement on July 5, 2022, to grant the Professional access to secure NBU applications, including electronic files to obtain background and historical information concerning projects (the “First Amendment” and, together with the Original Agreement, the “Agreement”) to be completed by February 1, 2024;

WHEREAS, the Parties desire to amend the Agreement to extend the term of the Agreement to July 31, 2024;

WHEREAS, this Second Amendment will not result in an increase to the not to exceed amount of compensation described in Exhibit B of the Agreement;

WHEREAS, the Agreement requires the Parties to agree in writing to amend or modify the Agreement; and

WHEREAS, NBU and the Professional agree to amend the Agreement to extend the term to July 31, 2024.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree, as follows:

AGREEMENT

Section 1. Amendment to Section 1. Term of Agreement. Section 1 of the Agreement, is hereby amended, in part, to extend the final day of the term of the Agreement from February 1, 2024, to July 31, 2024.

Section 2. Remaining Terms. Except as stated herein, all other terms and conditions of the Agreement remain in full force and effect.

Section 3. Entire Agreement. This Second Amendment, together with the Agreement, sets forth the entire understanding of the Parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

Section 4. Binding Effect. This Second Amendment will extend to and be binding upon the Parties and their respective successors and permitted assigns.

Section 5. Severability. If any term or provision of this Second Amendment is held to be invalid, illegal, or unenforceable in any respect under applicable law, the legality, validity, or enforceability of the remaining terms or provisions of this Second Amendment shall not be affected thereby, and this Second Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 6. Governing Law. This Second Amendment shall be governed by and construed in accordance with the laws of the State of Texas.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto, upon lawful approval and authority, have executed this Second Amendment on this the ____ day of _____, 20__.

NBU:

NEW BRAUNFELS UTILITIES,
a Texas municipally owned utility

By: _____
Name: Ryan Kelso
Title: Interim CEO

THE PROFESSIONAL:

PERISCOPE HOLDINGS, INC.,
a Delaware Corporation authorized to
transact business in the State of Texas

By: _____
Name: Mark Eigenbauer
Title: President