

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
(CULTURAL SERVICES FOR HEADWATERS CONSTRUCTION PHASE II)**

This **FIRST AMENDMENT TO Professional Services Agreement** (the “First Amendment”) is made and entered into by and between **NEW BRAUNFELS UTILITIES**, a Texas municipally owned utility (“NBU”), and **ENVIRONMENTAL RESEARCH GROUP, L.L.C.**, a Wyoming limited liability company authorized to transact business in the State of Texas (the “Professional”) (collectively, “the Parties”).

**RECITALS**

WHEREAS, NBU and AmaTerra Environmental, Inc., a Texas corporation (“AmaTerra”), entered into a Professional Services Agreement dated July 8, 2022 (the “Agreement”), for the provision of project management, cultural resource coordination, and field investigation services (as more fully described in the Agreement, the “Services”) to NBU during phase two of the Headwaters construction project to be completed by December 29, 2023 (the “Project”);

WHEREAS, contemporaneously with its execution of this First Amendment, AmaTerra assigned all of its right, title and interest in and to the Agreement to the Professional, which assumed all of the duties and obligations of AmaTerra under the Agreement, as set out in the Assignment of Agreement (“Assignment”) attached hereto as Exhibit A;

WHEREAS, the Agreement provides that NBU must consent to any proposed assignment of the Agreement;

WHEREAS, NBU executed the Assignment for the limited purpose of manifesting its consent thereto;

WHEREAS, NBU and the Professional desire to amend the Agreement to extend the term of the Agreement from December 29, 2023, to December 31, 2024;

WHEREAS, the Agreement requires NBU and the Professional 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 of the Agreement from December 29, 2023, to December 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 Exhibit A. Exhibit A of the Agreement, is hereby amended, in part, to extend the date by which the Services must be complete from December 29, 2023, to December 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 First Amendment, together with the Agreement, sets forth the entire understanding of NBU and the Professional and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

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

Section 5. Severability. If any term or provision of this First 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 First Amendment shall not be affected thereby, and this First Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 6. Governing Law. This First 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 First Amendment on this the 8<sup>th</sup> day of December, 202<sup>3</sup>    .

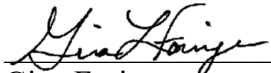
**NBU:**

**NEW BRAUNFELS UTILITIES,**  
a Texas municipally owned utility

By: \_\_\_\_\_  
Name: Ryan Kelso  
Title: Interim CEO

**THE PROFESSIONAL:**

**ENVIRONMENTAL RESEARCH GROUP, LLC.,**  
a Wyoming limited liability corporation  
authorized to transact business in the State of Texas

By:  \_\_\_\_\_  
Name: Gina Foringer  
Title: President

**Exhibit A**  
**Assignment of Agreement**



Environmental Research Group, LLC  
 6049 Falls Road | Baltimore, MD 21209  
 Phone 410.366.5170 | ergllc@envrg.com



**ASSIGNMENT OF AGREEMENT**

Environmental Research Group, L.L.C., a Wyoming limited liability company authorized to transact business in Texas (“ERG”) acquired AmaTerra Environmental, Inc., a Texas corporation (“AmaTerra”) in a stock purchase effective 23 March 2023. AmaTerra is now wholly-owned by ERG.

AmaTerra hereby assigns, transfers and conveys its interest in and to the Professional Services Agreement dated July 8, 2022, as thereafter modified or amended (“Agreement”), with New Braunfels Utilities, a Texas municipally owned utility (“NBU”) to its parent company, ERG. ERG accepts the rights under the Agreement and assumes all obligations to NBU under the Agreement.

ERG shall take the place of “AmaTerra” under the Agreement upon execution of this assignment. Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged and in full force and effect.

NBU executes this Assignment of Agreement for the limited purpose of manifesting its consent to the assignment of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Agreement to be executed by their duly authorized representatives, as of the day and year set forth below.

AmaTerra Environmental, Inc., a Texas Corporation

ERG Research Group, LLC, a Wyoming limited liability company authorized to transact business in Texas

By: Mason Miller  
 Mason Miller, Operations Manager

By: Gina Foringer  
 Gina Foringer, President

Date signed: January 3, 2024

Date signed: 3 Jan 2024

New Braunfels Utilities, a Texas municipally owned utility

By: \_\_\_\_\_  
 Ryan Kelso, Interim CEO

Date signed: \_\_\_\_\_