

CHANGE ORDERSECOND AMENDMENT TO AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND FATHOM WATER MANAGEMENT, INC.

THIS SECOND AMENDMENT to the AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND FATHOM WATER MANAGEMENT, INC. (this "Amendment") is made and entered into this 8th day of August, 2017, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and Fathom Water Management, Inc., a Delaware Corporation, and its assignee, Global Water Management, LLC, a Delaware limited liability company, together hereinafter referred to as "FIRST PARTY" or "FATHOM."

RECITALS:

A. FATHOM and CITY are parties to that Agreement For Services Between the City of Menlo Park and Fathom Water Management, Inc., effective June 1, 2016 (the "Agreement") (which superseded the agreement that was effective January 12, 2010 titled the "WATER OPERATIONS SERVICES for Billing, Payment Processing, and Customer Accounting" between CITY and Global Water Management, LLC). The parties amended the Agreement on January 9, 2016 (the "First Amendment")

B. FATHOM and CITY have agreed to amend Exhibit A-1 of the Agreement as set forth herein.

C. Capitalized terms used herein and not otherwise defined shall have the meaning given those terms in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby specifically acknowledged, the parties hereto agree as follows:

1. Amendment to Exhibit A-I. The parties agree that the following is hereby added to Exhibit A-I of the Agreement, as Section 2.10:

"As part of the services provided by FATHOM pursuant to this Agreement, FATHOM will collect payments from CITY's water utility customers for subsequent remittance to CITY. In order for FATHOM to do so, and notwithstanding anything in the Agreement to the contrary, CITY hereby appoints FATHOM as the limited authorized payment collection agent of CITY. CITY acknowledges and agrees that a water utility customer's obligation to pay CITY will be extinguished once such payment has been received by FATHOM in its capacity as a limited authorized payment collection agent of CITY."

2. Miscellaneous.

(a) Except as herein modified and amended, all the terms and conditions of the Agreement and First Amendment to the Agreement shall remain in full force and effect, and the execution of this Second Amendment shall in no event be deemed to constitute a waiver of any right or claim of any



of the parties. This Second Amendment, along with the Agreement and First Amendment constitute the sole Agreement of the parties and states the rights, duties, and obligations of each party as they relate to this Agreement. Any agreement other than the Agreement or the First Amendment, or other promises, negotiations, or representations between parties not expressly stated in this document are not binding.

(b) This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement.

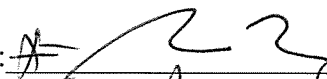
*[Signature page follows.]*



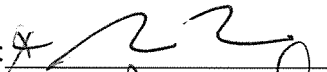
EXECUTED as of the date first above written.

**FATHOM:**

**Fathom Water Management, Inc.,**  
a Delaware corporation

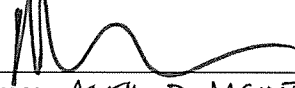
By:   
Print name: Amanda Nevins  
Title CEO

**Global Water Management, LLC.,**  
A Delaware limited liability company

By:   
Print name: Amanda Nevins  
Title CEO

**CITY:**

**The City of Menlo Park,**  
A municipal Corporation

By:   
Print name: ALEX D. MCINTYRE  
Title CITY MANAGER, MENLO PARK



