

FIRST AMENDMENT TO AGREEMENT FOR METER READING SERVICES

This First Amendment to Agreement for Meter Reading Services (First Amendment) is made as of the ____ day of August, 2016, by and between SOUTHWEST ENERGY SOLUTIONS, INC. (“SES”) and CITY OF KINGMAN, an Arizona municipality (“City”). SES and City are each sometimes referred to in this First Amendment as “Party” or, collectively, as the “Parties”. All capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Agreement (as defined below).

RECITALS

WHEREAS, SES and City and parties to that certain Agreement for Meter Reading Services dated July 7, 2015 (the “Agreement”), related to SES providing meter reading services to City at the amounts previously negotiated on Schedule A of the Agreement;

WHEREAS, As set forth in Section 2 of the Agreement, the term expires on July 31, 2016 and may be renewed for two additional one-year periods or portions thereof with written consent of the Parties;

WHEREAS, SES provided notice City on April 6, 2016, of its intent to discontinue the meter reading services as of July 31, 2016, but with the option to provide a short-term extension to permit transition of the services to another meter reading service provider;

WHEREAS, City provided a confirmation to SES on May 20, 2016 of its desire for a short term extension through December 31, 2016;

WHEREAS, City and SES desire to enter into this First Amendment to set forth the terms of the short-term extension;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

1. Extension. Section 2 of the Agreement is revised to extend the term from July 31, 2016 to December 31, 2016. As set forth in Schedule A the rate charged for this service is \$0.89 per read.
2. Entire Agreement. This First Amendment, together with the Agreement, sets forth the entire agreement between the Parties and supersedes any and all prior or contemporaneous, written or oral understandings and agreements with respect to the subject matter hereof.
3. Modification. This First Amendment may be supplemented, amended or modified only by the mutual agreement of the Parties. No supplement, modification or amendment of this Amendment shall be binding unless it is in writing and signed by both parties.
4. Inconsistency. In the event of any conflict between this First Amendment and the Agreement, the terms of this First Amendment shall govern.

5. Agreement Continuance. Except with respect to the changes effected by this First Amendment, the Agreement continues to remain in full force and effect.

6. Governing Law. This First Amendment shall be construed in accordance with and governed by the laws of the State of Arizona without reference to its conflicts of laws provisions.

7. Counterparts. This First Amendment may be executed in any number of originals or counterparts at one time or at different times, all of which taken together shall constitute one and the same instrument. Any of the parties hereto may execute this First Amendment by signing any such counterpart, and this First Amendment shall be deemed executed as of the date first above written.

8. Successor and Assigns. This First Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective permitted successors and assigns.

(signatures to follow)

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the date hereof.

SES:

SOUTHWEST ENERGY SOLUTIONS, a Arizona corporation

By: _____

Name:

Title:

City:

CITY OF KINGMAN, an Arizona municipality

By: _____

Name:

Title: