

**AMENDMENT NO. ONE TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH TV PRO GEAR, INC. FOR  
VIDEO PRODUCTION AND PROGRAMMING SERVICES**

THIS AMENDMENT NO. ONE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. One") is made and entered into as of this 24th day of February, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and TV PRO GEAR, INC., a Nevada corporation ("Consultant"), whose address is 710 North Mariposa Street, Burbank, CA 91506, and is made with reference to the following:

**RECITALS**

- A. On December 14, 2023, City and Consultant entered into a Professional Services Agreement (Contract No. C-9488-1) ("Agreement") for video production and programming services ("Project").
- B. The parties desire to enter into this Amendment No. One to extend the term of the Agreement to December 13, 2026, increase the total compensation for additional services to be performed, and update the Consultant's mailing address for notices.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

**1. TERM**

Section 1 of the Agreement is amended in its entirety and replaced with the following: "The term of this Agreement shall commence on the Effective Date, and shall terminate on December 13, 2026, unless terminated earlier as set forth herein."

**2. COMPENSATION TO CONSULTANT**

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: "City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City."

The total amended compensation reflects Consultant's additional compensation for additional services to be performed in accordance with this Amendment No. One, including all reimbursable items and subconsultant fees, in an amount not to exceed **Sixty Thousand Dollars and 00/100 (\$60,000.00)**.

**3. NOTICES**

Section 25.3 of the Agreement is amended in its entirety and replaced with the following: "All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Scott Donovan  
TV Pro Gear, Inc.  
710 N. Mariposa Street  
Burbank, CA 91506"

**4. INTEGRATED CONTRACT**

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have caused this Amendment No. One to be executed on the dates written below.

**APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE**

Date: 2/10/26

By: Jose Montoya for  
Aaron C. Harp 2-10-26 KJ  
City Attorney

**ATTEST:**

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

By: \_\_\_\_\_  
Lena Shumway  
City Clerk

**CITY OF NEWPORT BEACH,**  
a California municipal corporation

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

By: \_\_\_\_\_  
Lauren Kleiman  
Mayor

**CONSULTANT: TV PRO GEAR, INC.,**  
a Nevada corporation

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

By: \_\_\_\_\_  
Andrew Maisner  
Chief Executive Officer

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

By: \_\_\_\_\_  
Sheldon Zalansky  
Chief Financial Officer and Secretary

**[END OF SIGNATURES]**