

**AMENDMENT NO. 1
TO THE
CONTRACT FOR
FREIGHT TRANSPORTATION SERVICE PROVIDER
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
N-MOTION TRANSPORT**

THIS AMENDMENT NO. 1 is entered into by and between the Texas Facilities Commission (hereinafter referred to as “TFC”), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701, and N-Motion Transport (hereinafter referred to as “Contractor”), located at 5555 Morningside Drive, Suite 211B, Houston, Texas 77005, to amend the original Contract between the parties (hereinafter referred to as the “Contract”).

WHEREAS, changes in circumstances require mutual desirable alterations to the fees to the Contract; and

WHEREAS, the parties desire to amend certain terms to their mutual benefit to reflect the changed circumstances; and

WHEREAS, the parties have agreed that a new contract provision is required by legislation passed during the 85th Texas Legislative Session;

NOW, THEREFORE, the parties agree to amend the Contract as follows:

1. The parties hereby agree to modify ARTICLE V – CONSIDERATION, SECTION 5.1 – CONTRACT SUM by increasing the amount to be paid to the Contractor in the amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) to provide services required to fulfill the terms of this Contract. Thus, increasing the Contract total amount from One Hundred Thousand and No/100 Dollars (\$100,000.00) to a total not to exceed amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00).
2. Finally, the parties hereby agree to modify ARTICLE VII – WARRANTIES AND REPRESENTATIONS BY TSP by adding SECTION 7.1.13 – PROHIBITION AGAINST BOYCOTTING ISRAEL as follows:

“7.1.13. **PROHIBITION AGAINST BOYCOTTING ISRAEL.** In accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this Contract.”

Except as expressly amended above, all provisions of the Contract remain in full force and effect.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 to this Contract to be effective as of the date of the last party to sign.

TEXAS FACILITIES COMMISSION

N-MOTION TRANSPORT

By: [Signature]
Kay Molina

By: [Signature] [Signature]

General Counsel

Name: RYAN PRATT

Title: PRESIDENT

Date of Execution: 8/11/12

Date of Execution: 8-7-17

G.C. [Signature]

Dir. [Signature]

D.E.D. —