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AMENDMENT NO. 1
TO THE
CONTRACT FOR
INTEGRATED PEST MANAGEMENT SERVICES
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
PEST MANAGEMENT, INC.

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 Pest Management, Inc., (hereinafter referred to as "Contractor"), located at 1807 West Slaughter Lane, Building #1, Austin, Texas 78748, to amend the original Contract between the parties (hereinafter referred to as the "Contract").

WHEREAS, TFC has determined to modify Section 1.08 of the Contract for administrative purposes; and

WHEREAS, subject to Contract Section 10.19, Entire Agreement and Modification, such modification may only be effected by a written amendment to the Contract; and

WHEREAS, the Texas Legislature in the 85th Regular Legislative Session, enacted Senate Bill 252 effective September 1, 2017, relating to prohibiting governmental contracts with a company doing business with Iran, Sudan, or a foreign terrorist organization; and

WHEREAS, TFC has determined to modify the Contract so that it reflects that prohibition;

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

1. The parties hereby agree to modify ARTICLE I – STATEMENT OF WORK, SECTION 1.08. – DELIVERY RELEASE CHANGE NOTICES, by deleting section 1.08 in its entirety, and replacing it with section 1.08 as follows:

"1.08. **DELIVERY RELEASE CHANGE NOTICES.** TFC may request Additional Services, as defined in Section 3.03 below, at any time during this Contract. Such requests for Additional Services shall be documented by a Delivery Release Change Notice (hereinafter referred to as a "Delivery Release"). Each Delivery Release shall be subject to the terms and conditions set forth in this Contract, and shall include a description of the scope of services, schedule and term, and compensation specific to the Delivery Release which shall be negotiated at the time of such Delivery Release. Any Additional Services completed by Contractor without a Delivery Release will not be paid for by TFC."

2. The parties hereby agree to modify ARTICLE IX – CONTRACTOR GENERAL AFFIRMATIONS, by adding Section 9.16., Prohibition Against Contracting With Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations, as follows:

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"9.16. **PROHIBITION AGAINST CONTRACTING WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS.** In accordance with Section 2251.152 of the Texas Government Code, TFC is prohibited from entering into a governmental contract (as defined in Texas Government Code Section 2252.151(3)) with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. If contractor is on the above-referenced list the Contract will be considered void or voidable and TFC will not be responsible to pay Contractor for any work performed.

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

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

By: DocuSigned by: JOHN RAFF
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John S. Raff

Interim Executive Director

Date of execution: 05/30/2018 | 5:30 PM CDT

PEST MANAGEMENT, INC.

By: DocuSigned by: Sarah
916683739FC14A2...

Print Name: Sarah McElwee

Title Print: Vice President

Date of execution: 05/24/2018 | 11:55 AM CDT

GC. DS MRG

Dir. DS KM

D.E.D. DS KM