

**AMENDMENT NO. 2
TO THE
CONTRACT FOR
AIR FILTER CHANGING SERVICES
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
AIR RELIEF TECHNOLOGIES DBA TEX-AIR FILTERS**

THIS AMENDMENT NO. 2 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 Air Relief Technologies dba Tex-Air Filters (hereinafter collectively referred to as the "Contractor"), located at 5757 East Rosedale, Fort Worth, Texas, 76112, to further amend the original Contract, known as Contract No. 16-034-000 between the parties (hereinafter collectively referred to as the "Contract").

WHEREAS, changes in circumstances require mutually desirable alterations to the Statement of Work; and,

WHEREAS, changes in circumstances requires mutually desirable alterations in the fees to the Contract; and,

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

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

1. The parties agree to modify ARTICLE I – STATEMENT OF WORK, SECTION 1.01. GENERAL by adding subsections (c) and (d) as follows:

(c.) TFC may, from time to time, request Contractor through a service call, to provide additional air filter changing services. Such requests for services shall be documented through a separate document (hereinafter referred to as a "Delivery Release"). Such Delivery Releases will constitute amendments to this Contract, 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 work completed by Contractor without a Delivery Release will not be paid for by TFC. Contractor understands and agrees that no guaranteed minimum number of Delivery Releases will arise from this Contract. Upon receipt of a Delivery Release, Contractor shall respond to the TFC Contract Administrator, on-site within forty eight (48) hours, or within four (4) hours for emergencies. Contractor shall perform all work under a Delivery Release within the agreed upon timeframe; if Contractor cannot perform the work within timeframe stated, Contractor may be subject to liquidated damages up to ten percent (10%) of total cost of the Delivery Release.

(d.) Contractor shall be responsible for examining all facilities in which the work will take place and to be familiar with the conditions under which the work will be accomplished.

Contractor shall inspect existing conditions prior to commencing work, including elements subject to damage or movement during the project.

2. The parties agree to further modify ARTICLE III – CONSIDERATION, SECTION 3.01 CONTRACT LIMIT AND FEES AND EXPENSES by deleting subsection (a.) in its entirety and substituting it with the following:

(a) The total amount of this Contract shall not exceed the sum of Four Hundred Thirty-Six Thousand One Hundred Eight and No/100 Dollars (\$436,108.00), this includes the total contract base fee of Four Hundred Six Thousand One Hundred Eight and No/100 Dollars (\$406,108.00) and Thirty Thousand and No/100 Dollars (\$30,000.00) to cover any Additional Services, as defined in Section 3.03 below. Pricing fees shall be invoiced in accordance with Exhibit B – Compensation and Fees, attached hereto and incorporated herein for all purposes. Any changes to the not to exceed amount of this Contract or pricing fees set forth in Exhibit B - Compensation and Fees shall be submitted to TFC for review and shall be approved by amendment to this Contract.

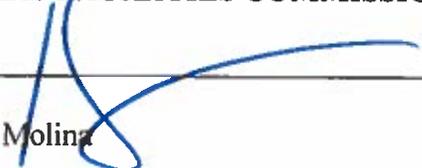
3. The parties agree to modify ARTICLE III – CONSIDERATION, SECTION 3.03 ADDITIONAL SERVICES AND ADJUSTMENTS subsection (a.) by deleting the last line of the paragraph: “Additional Services will be charged at the rates set forth in Exhibit B – Compensation and Fees and shall be documented by amendment to this Contract.” and replacing it with “Additional Services will be charged at the rates set forth in Exhibit B – Compensation and Fees and shall be documented by Delivery Release to this Contract.”

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. 2 to the Contract to be effective as of the date of the last party to sign.

TEXAS FACILITIES COMMISSION

AAM/TEX-AIR FILTERS



Kay Molina



Printed Name: Steven Brown

General Counsel

Title: President

Date of execution: 5/19/16

Date of execution: 5-13-2016

GC NRG
Dir. BP
D.E.D. KLM