

**AMENDMENT NO. ONE
TO THE
CONTRACT FOR
SECURITY GUARD SERVICES
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
WALDEN SECURITY**

THIS AMENDMENT NO. ONE is entered into by and between the Texas Facilities Commission (hereinafter referred to as "TFC"), a state agency located at 1711 San Jacinto Blvd., Austin, Texas 78701 and Walden Security (hereinafter referred to as "Contractor"), located at 511 East John W. Carpenter Freeway, Suite 150, Irving, Texas 75062 to amend the original Contract between the parties (hereinafter referred to as the "Contract").

WHEREAS, parties have agreed to add funds to this Contract for Additional Services incurred for additional guard services; and,

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

WHEREAS, the parties desire to amend these 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 hereby agree to modify ARTICLE I – STATEMENT OF WORK by adding the following verbiage as Section 1.13.:

DELIVERY RELEASE CHANGE NOTICES. (a.) 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 through a separate document (hereinafter referred to as a "Delivery Release"). Each Delivery Release will constitute an amendment 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.

2. Additionally, the parties hereby agree to modify ARTICLE III – CONSIDERATION, SECTION 3.01. – CONTRACT LIMIT AND FEES AND EXPENSES by deleting the paragraph in its entirety and substituting it with the following:

"The total amount of this Contract shall not exceed the sum of Two Million Two Hundred Thirty Five Thousand Four Hundred Fifty One and 64/100 Dollars (\$2,235,451.44). This amount includes the Contract base fee amount of Two Million Two Hundred Fifteen Thousand Three Hundred Sixty Three and 20/100 (\$2,215,363.20), and Twenty Thousand Eighty Eight and 44/100 Dollars (\$20,088.44) for any Additional Services, as defined in Section 3.03 below. Pricing fees will be invoiced in accordance

with Exhibit C – 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 C – Compensation and Fees shall be submitted to TFC for review and shall be approved by amendment to this Contract.”

3. Finally, the parties hereby agree to modify ARTICLE III – CONSIDERATION, SECTION 3.03.(a.) – ADDITIONAL SERVICES AND ADJUSTMENTS by deleting the paragraph in its entirety and substituting it with the following:

““Additional Services” are those services not included in Article I of the Contract which may be requested by TFC at any time for the duration of this Contract. Upon request by TFC for Additional Services, Contractor shall prepare and submit to TFC a proposal for such services requested. Additional Services will be charged at the hourly rate set forth in Exhibit C – Compensation and Fees and shall be documented by Delivery Release, as defined in Section 1.13 above, 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. One to this Contract to be effective as of the last party to sign.

TEXAS FACILITIES COMMISSION

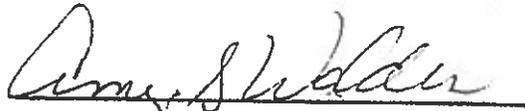
WALDEN SECURITY



Harvey Hilderbran

Executive Director

Date of Execution: 11-14-16



Printed Name: Amy S. Walden

Title: CEO

Date of Execution: 11/11/16

NRG G.C.

TBR Dir.

Deon D.E.D.