The following changes affect the referenced purchase order and its prior change notice dated July 26, 2016.

<table>
<thead>
<tr>
<th>Class/Item or Commodity Code</th>
<th>CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>906-07</td>
<td>Change item 1: Architect Services, Professional (Per attached Professional Services contract.)</td>
</tr>
<tr>
<td></td>
<td>from $44,500.00 x 1.00 = $44,500.00</td>
</tr>
<tr>
<td></td>
<td>to $69,490.00 x 1.00 = $69,490.00</td>
</tr>
<tr>
<td></td>
<td>Total of order changes from $44,500.00 to $69,490.00</td>
</tr>
</tbody>
</table>

REASON FOR THE CHANGE:

To cover costs associated with second amendment to original contract. See attached amendment.

C. Vance Ivie
Staff Services Officer
SECOND AMENDMENT TO CONTRACT FOR ARCHITECTURAL/ENGINEERING SERVICES

BY, BETWEEN AND AMONG
TEXAS DEPARTMENT OF BANKING,
DEPARTMENT OF SAVINGS AND MORTGAGE LENDING,
AND OFFICE OF CONSUMER CREDIT COMMISSIONER

AND

GSC ARCHITECTS

Contract No. 451-16-203

This Second Amendment to Contract for Architectural Services (Second Amendment) is entered into by the Texas Department of Banking, Department of Savings and Mortgage Lending, and Office of Consumer Credit Commissioner (the Agencies), which are state agencies under the oversight of the Texas Finance Commission (Finance Commission or Commission), and GSC Architects (A/E), located at 901 South MoPac Expressway, Building III, Suite 400, Austin, Texas 78746.

I. Recitals

Whereas, the Agencies and A/E entered into contract No. 451-16-203 (the Contract) for Architectural Services on February 24, 2016; and

Whereas, the Contract provided that the Agencies agreed to pay a fee to A/E in accordance with the Compensation Summary which is part of Exhibit A to the Contract; and

Whereas, the Contract further provided that changes in the scope of services affecting the cost of services shall be approved by the Agencies by amendment to the Contract; and

Whereas, the Agencies requested that A/E provide additional services not included in the scope of services in the Contract or the first Amendment;

Now therefore, the Agencies and A/E hereby agree as follows:

II. Incorporation by Reference

This Second Amendment incorporates by reference the entire Contract between A/E and the Agencies, including all exhibits attached thereto.

III. Additional Services

3.1 In addition to the services provided in accordance with the Compensation Summary which is part of Exhibit A to the Contract, the Agencies requested that the A/E perform the following Additional Services, as contemplated in Paragraph 5.4 of the Contract:
a. Research site information, create building configuration, site test fit, cost, report for MoPac site, Concordia Ave. site, 6501 + 6505 N. Lamar, and one additional site; and
b. Investigate conditions, contact adjacent land owner, meetings, coordination, mitigation for 2518 Leon Street.

3.2 The Agencies have not requested, nor has the A/E performed, any other Additional Services as of the date of this Amendment.

3.3 If the Agencies request any other Additional Services, A/E must prepare and submit a proposal for such services as specified in Paragraph 5.4 of the Contract.

IV. Consideration

4.1 Pursuant to Paragraph 5.4 of the Contract, Additional Services shall be performed at a rate negotiated between the Agencies and A/E and shall be approved by the parties by amendment to the Contract.

4.2 The Agencies have determined that the following times for the Additional Services detailed above are appropriate:

   a. Paragraph 3.1(a): 102 hours
      Paragraph 3.1(b): 40 hours
      Total 142 hours

4.3 A/E and the Agencies have negotiated the blended rate of $105 per hour for Additional Services, resulting in a charge of $14,910.

4.4 The execution of this Amendment to the Contract constitutes approval of the parties for the performance of the Additional Services in Paragraph 3.1 of this Amendment. The effective date of this Amendment is the date of last party signature.

TEXAS DEPARTMENT OF BANKING
By: ________________
Charles G. Cooper
Commissioner
Texas Department of Banking
2601 North Lamar Boulevard
Austin, Texas 78705-4294
Date: ________________

GSC ARCHITECTS
By: ________________
Tom Cornelius
President, CEO
Date: ________________
OFFICE OF CONSUMER CREDIT COMMISSIONER

By: ____________________________
   Leslie L. Pettijohn
   Consumer Credit Commissioner
   2601 North Lamar Boulevard, 2nd Floor
   Austin, Texas 78705-4294

Date: _________________

DEPARTMENT OF SAVINGS AND MORTGAGE LENDING

By: ____________________________
   Caroline C. Jones
   Department of Savings and Mortgage Lending Commissioner
   2601 North Lamar Boulevard, Suite 201
   Austin, Texas 78705-4294

Date: _________________
This Amendment to Contract for Architectural Services (Amendment) is entered into by the Texas Department of Banking, Department of Savings and Mortgage Lending, and Office of Consumer Credit Commissioner (the Agencies), which are state agencies under the oversight of the Texas Finance Commission (Finance Commission or Commission), and GSC Architects (A/E), located at 901 South MoPac Expressway, Building III, Suite 400, Austin, Texas 78746.

I. Recitals

Whereas, the Agencies and A/E entered into contract No. 451-16-203 (the Contract) for Architectural Services on February 24, 2016; and

Whereas, the Contract provided that the Agencies agreed to pay a fee to A/E in accordance with the Compensation Summary which is part of Exhibit A to the Contract; and

Whereas, the Contract further provided that changes in the scope of services affecting the cost of services shall be approved by the Agencies by amendment to the Contract; and

Whereas, the Agencies requested that A/E provide additional services not included in the scope of services in the Contract;

Now therefore, the Agencies and A/E hereby agree as follows:

II. Incorporation by Reference

This Amendment incorporates by reference the entire Contract between A/E and the Agencies, including all exhibits attached thereto.

III. Additional Services

3.1 In addition to the services provided in accordance with the Compensation Summary which is part of Exhibit A to the Contract, the Agencies requested that the A/E perform the following Additional Services, as contemplated in Paragraph 5.4 of the Contract:

   a. Conceptual design, test fit, and cost analysis for three alternative configurations for potential building site at 15th and Rio Grande;
b. Conceptual design, test fit, cost estimate, and statement of findings related to suitability of potential building site at Block 19; and
c. Building specification in narrative form to be used by real estate broker and build-to-suit developers.

3.2 The Agencies have not requested, nor has the A/E performed, any other Additional Services as of the date of this Amendment.

3.3 If the Agencies request any other Additional Services, A/E must prepare and submit a proposal for such services as specified in Paragraph 5.4 of the Contract.

IV. Consideration

4.1 Pursuant to Paragraph 5.4 of the Contract, Additional Services shall be performed at a rate negotiated between the Agencies and A/E and shall be approved by the parties by amendment to the Contract.

4.2 The Agencies have determined that the following times for the Additional Services detailed above are appropriate:

   a. Paragraph 3.1(a): 64 hours
   b. Paragraph 3.1(b): 20 hours
   c. Paragraph 3.1(c): 12 hours
      Total 96 hours

4.3 A/E and the Agencies have negotiated the blended rate of $105 per hour for Additional Services, resulting in a charge of $10,080.

4.4 The execution of this Amendment to the Contract constitutes approval of the parties for the performance of the Additional Services in Paragraph 3.1 of this Amendment. The effective date of this Amendment is the date of last party signature.

TEXAS DEPARTMENT OF BANKING

By: ________________________  By: ____________________
   Charles G. Cooper     Tom Cornelius
   Commissioner     President, CEO
   Texas Department of Banking
   2601 North Lamar Boulevard
   Austin, Texas 78705-4294

Date: __________________________

GSC ARCHITECTS

By: ________________________
   By: ________________________
   ____________________________     ____________________________
   ____________________________     ____________________________
   ____________________________     ____________________________

Date: __________________________
OFFICE OF CONSUMER CREDIT COMMISSIONER

By: 

Leslie L. Pettijohn  
Consumer Credit Commissioner  
2601 North Lamar Boulevard, 2nd Floor  
Austin, Texas 78705-4294

Date: __________________

DEPARTMENT OF SAVINGS AND MORTGAGE LENDING

By: 

Caroline C. Jones  
Department of Savings and Mortgage Lending Commissioner  
2601 North Lamar Boulevard, Suite 201  
Austin, Texas 78705-4294

Date: __________________