

**AMENDMENT No. 1  
TO THE AGREEMENT  
BY AND BETWEEN  
THE TEXAS A&M UNIVERSITY SYSTEM  
AND PRICEWATERHOUSECOOPERS LLP**

The Texas A&M University System (“A&M System”), an agency of the state of Texas, and PricewaterhouseCoopers LLP (“PwC”), a Delaware Limited Liability Partnership, individually referred to as “Party” and collectively referred to as “the Parties”, agree to amend their Agreement (“Agreement”), which was entered into and made effective as of September 29, 2014, as follows:

1. “Exhibit A4 – Timeline and Work Schedule” is hereby deleted in its entirety and replaced by the following:

As per discussions with the A&M System, it is anticipated that this project will extend through May 2015 to allow the A&M System to fully meet its objectives around training, performance management, compensation planning, etc. PwC will conduct a meeting or conference call with the A&M System at the start of this effort to discuss current timing issues, data availability, goals and objectives.

The estimated timing assumes the A&M System will provide timely, accurate and complete information, reasonable assistance, and support for activities and tasks as defined in the work plan and to meet the mutually agreed upon project timelines.

The timing of the Services is as follows:

Project Start Date:	September 29, 2014
Estimated Project Completion Date:	May 31, 2015

2. "Exhibit A6 – Professional Fees and Expenses" is hereby deleted in its entirety and replaced by the following:

PwC will complete all phases of the project as described in the Agreement for professional fees and expenses of \$595,000.

PwC will invoice per the estimated billing schedule below:

<b>Billing Schedule</b>			
<b>Sep.</b>	<b>29</b>	<b>Week 1</b>	
	<b>6</b>	<b>Week 2</b>	
<b>Oct.</b>	<b>13</b>	<b>Week 3</b>	<b>\$119,000</b>
	<b>20</b>	<b>Week 4</b>	
	<b>27</b>	<b>Week 5</b>	
<b>Nov.</b>	<b>3</b>	<b>Week 6</b>	
	<b>10</b>	<b>Week 7</b>	
	<b>17</b>	<b>Week 8</b>	<b>\$119,000</b>
	<b>24</b>	<b>Week 9</b>	
<b>Dec.</b>	<b>1</b>	<b>Week 10</b>	
	<b>8</b>	<b>Week 11</b>	
	<b>15</b>	<b>Week 12</b>	<b>\$119,000</b>
<b>Christmas/New Years Break</b>			
<b>Jan.</b>	<b>5</b>	<b>Week 13</b>	
	<b>12</b>	<b>Week 14</b>	
	<b>19</b>	<b>Week 15</b>	
	<b>26</b>	<b>Week 16</b>	
<b>Feb.</b>	<b>2</b>	<b>Week 17</b>	
	<b>9</b>	<b>Week 18</b>	
	<b>16</b>	<b>Week 19</b>	
	<b>23</b>	<b>Week 20</b>	<b>\$119,000</b>
<b>Mar.</b>	<b>2</b>	<b>Week 21</b>	
	<b>9</b>	<b>Week 22</b>	
	<b>16</b>	<b>Week 23</b>	
	<b>23</b>	<b>Week 24</b>	
	<b>30</b>	<b>Week 25</b>	
<b>Apr.</b>	<b>6</b>	<b>Week 26</b>	
	<b>13</b>	<b>Week 27</b>	
	<b>20</b>	<b>Week 28</b>	
	<b>27</b>	<b>Week 29</b>	
<b>May</b>	<b>4</b>	<b>Week 30</b>	
	<b>11</b>	<b>Week 31</b>	
	<b>18</b>	<b>Week 32</b>	<b>\$119,000</b>
	<b>Total</b>		<b>\$595,000</b>

Payment is due 30 days following approved invoice

3. Except as amended herein, all other provisions of the Agreement shall remain in full force and effect. For the avoidance of doubt, capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Agreement.

IN WITNESS WHEREOF, intending to be bound, the parties have entered into this Amendment, effective upon the date of last signature, by affixing signatures below.

**THE TEXAS A&M UNIVERSITY SYSTEM:**

**PRICEWATERHOUSECOOPERS LLP:**

By: 

Mr. Billy Hamilton  
Executive Vice Chancellor and CFO

By: 

Mr. Terrance Richardson  
Principal

Date: 1-16-15

Date: 01/15/2015