

**AMENDMENT NUMBER FOUR  
TO  
PRICE AGREEMENT #2407  
OREGON WINS ADVERTISING SERVICES**

THIS AMENDMENT NUMBER FOUR, entered into by and between Borders, Perrin and Norrande, Inc., ("Contractor") and the State of Oregon, acting by and through its Oregon State Lottery Commission ("Lottery"), amends that certain Price Agreement #2407 for Oregon Wins Advertising Services ("Agreement") executed as of June 10, 2013, which is by and between Contractor and Lottery.

**Recitals:**

- A. Contractor developed and provided Oregon Wins Advertising Services and Deliverables under Agreement 2407 and continues to perform related Services.
- B. Lottery and Contractor desire to extend the Agreement through May 1, 2017, for the continuation of Services provided by Contractor.

**Lottery and Contractor now agree to amend the Agreement:**

Lottery and Contractor agree as follows:

1. Article II.A.ii., is deleted in its entirety and replaced with:

"ii. Extended Term. This Agreement is extended beginning July 1, 2015 through May 1, 2017 ("Extended Term"), unless otherwise terminated or extended. Expiration shall not extinguish or prejudice Lottery's right to enforce his Agreement with respect to any breach of a Contractor warranty or any default or defect in Contractor performance that has not been cured."
2. Article VII.D.6.a, is deleted in its entirety and replaced with:

"a. For the period of July 1, 2015 through May 1, 2017, Contractor shall deliver to Lottery one (1) hard copy (DVD/CD) and two (2) electronic copies (one .mp4 file along with one .WMV file) of any completed television advertisement or radio advertisement or any other advertisement(s) selected by Lottery and any other produced materials reasonably requested by Lottery."
3. Agreement, Exhibit C.I., Advertising Services, the introductory statement is deleted in its entirety and replaced by the following:

"I. Advertising Services. Lottery shall pay Contractor for Services according to the following payment methodology for the Effective Date through May 1, 2017."
4. **Compliance with Tax Laws.**

By signature on this Contract, the undersigned certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; and local taxes administered by the Department of Revenue under ORS 305.620.

Except as expressly amended by this Amendment Number Four, all other terms and conditions of the Agreement remain in full force and effect. Contractor certifies that the representations, warranties and certifications contained in this Agreement are true and correct as of the effective date of this Amendment Number Four and with the same effect as though made at the time of this Amendment Number Four.

IN WITNESS WHEREOF, this Amendment Number Four has been executed, as of the date last provided below, by a duly authorized representative of Contractor and Lottery.

**FOR BORDERS PERRIN NORRANDER**

Loni Gattney 3/28/17  
By (Signature) Date  
Loni Gattney CEO  
Name (Print) Title

**FOR THE OREGON LOTTERY**

The State of Oregon acting by and through its Oregon State Lottery Commission

Julie Schroyer 3-29-17  
By (Signature) Date  
JULIE SCHROYER  
Name (Print)