

**AMENDMENT No. 9 to
MASTER AGREEMENT# 6479**

I. This is Amendment No. 9 to Master Agreement #6479 dated November 30, 2016, as amended from time to time (“Master Agreement”) between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services office (“DAS PS”) on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and Allplay Systems, LLC hereafter called "Contractor." This amendment is effective on the date it has been signed by both parties.

II. The Master Agreement is hereby amended as follows; with removed language indicated by strikethrough and new language bold and underline;

Term of Master Agreement


1.5.1 The initial term of this Master Agreement begins on the date this Master Agreement has been signed by DAS PS and Contractor and all required approvals have been obtained (the “Effective Date”) and ends one year after the Effective Date, unless sooner terminated or extended as provided in this Master Agreement. DAS PS may extend this Master Agreement for additional terms, ~~provided, however, that the total term, including the initial term and all renewals, may not be more than 6 years from the Effective Date.~~ DAS PS will exercise the option to extend, if at all, by giving Contractor written notice of such exercise no later than 30 calendar days before the expiration of the then-current term. The initial term and all extension terms are collectively the “Term” of this Master Agreement.

Master Agreement #6479 term is hereby extended to ~~December 1, 2022~~ **June 30, 2023**.

III. Except as expressly amended above, all other terms and conditions of the Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of execution of the Amendment.

Certification: By signature on this Amendment, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that s/he has authority and knowledge regarding Contractor’s payment of taxes, and to the best of her/his knowledge, for a period of no fewer than six calendar years preceding the Effective Date of this Amendment, Contractor has faithfully has complied with and is not in violation of: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;(ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor’s property, operations, receipts, or income, or to Contractor’s performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

CONTRACTOR: ALLPLAY SYSTEMS, LLC.:

By:  managing partner 10/17/22
Name: Title: Date

DEPARTMENT OF ADMINISTRATIVE SERVICES PROCUREMENT SERVICES, for the member states of the NASPO ValuePoint Cooperative Purchasing Program

Approved By: John ANGLEMIER DAS PS Procurement Manager 10/19/2022
Name: John Anglemier Title: Date

APPROVED PURSUANT TO ORS 291.047

By: Via email Karen J. Johnson Date: October 3, 2022

Title: Sr Assistant Attorney General