

**AMENDMENT #11 to PRICE AGREEMENT No. 9716
And RESTATEMENT AS PRICE AGREEMENT No. 4709**

This is Amendment No. 11 to Price Agreement # 9716 effective date 3/27/09 as amended from time to time and restated as Price Agreement No. 4709 ("Price Agreement"), between the State of Oregon, acting by and through its Department of Administrative Services, State Procurement Office ("Agency") and ErgoGenesis, successor-in-interest to ErgoGenesis Workplace Solutions, LLC ("Contractor") as referenced in the Price Agreement. This Amendment is effective 3/27/14 or upon the date of the last signature and final approval, whichever occurs last, and as required by law.

RECITALS

Agency, ErgoGenesis and ErgoGenesis Workplace Solutions, LLC have executed the Assignment and Assumption Agreement and Consent to Assignment, attached to this Amendment as Attachment 1, with respect to this Price Agreement. ErgoGenesis Workplace Solutions, LLC has assumed the rights and obligations as Contractor under the Price Agreement from the date this change took place. Therefore,

The Price Agreement is hereby amended and restated as follows:

- A. Price Agreement #9716 and any references within the Price Agreement are hereby changed to Price Agreement #4709. True and accurate copies of the Price Agreement are incorporated hereto by reference.
- B. Attachment 1 to - Amendment No. 1, ASSIGNMENT AND ASSUMPTION AGREEMENT AND CONSENT TO ASSIGNMENT.
- C. The PRICE AGREEMENT is hereby incorporated into this Amendment by reference.

III. Except as expressly amended above, all other terms and conditions of the Contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Contract 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 Contract.

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, the following pursuant to OAR 150-305.385(6)-(B): For purposes of this certification, "Oregon tax laws" means the tax laws names is ORS 305.380 (4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax., 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan District Self-Employment Tax; (c) Contractor

is an independent contractor as defined in ORS 670.600; and (d) the supplied Contractor data is true and accurate.

CONTRACTOR:
ErgoGenesis Workplace Solutions, LLC
New Contractor

STATE OF OREGON
Procurement Services

By: William C. Doyle
Name William C. Doyle

By: _____
Name _____

Title Vice President / CFO

Title _____

Date 3-4-14

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By: Not required per OAR 137-045-0050
Name _____

Date _____

ATTACHMENT 1

ASSIGNMENT AND ASSUMPTION AGREEMENT AND CONSENT TO ASSIGNMENT

This Assignment and Assumption Agreement and Consent to Assignment is effective upon signature by all parties and approval as required by law by and between ErgoGenesis ("Assignor") and ErgoGenesis Workplace Solutions, LLC ("Assignee") and the State of Oregon, acting by and through Oregon Department of Administrative Services, Enterprise Goods & Services, Procurement Services ("Agency").

Whereas, Agency and Assignor entered into a contract for certain goods or services, or both ("Goods" or "Services") under price agreement # 9716-PA dated March 27, 2009, as amended from time to time ("Contract"), a copy of which is attached hereto as Exhibit No. 1;

Whereas, ErgoGenesis Workplace Solutions, LLC acquired all the stock of Assignor and completed the transaction on or about October 1, 2013, and ErgoGenesis Workplace Solutions, LLC merged Assignee into Assignor, and filed Articles of Merger on or about October 31, 2013; and

Whereas, all services under the Contract have been assumed by Assignor.

Now, therefore in consideration of the mutual covenants contained herein and other good and valuable consideration, Assignor, Assignee and Agency agree as follows:

1. Assignment. Assignor transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Contract (as attached hereto as Exhibit No. 1) to Assignee.

2. Representations. Assignor represents that it is duly authorized to enter into this Assignment and Assumption Agreement, that the Contract is in full force and effect, and that Assignor is not in default of any term or provision of the Contract; that Assignor has no outstanding claims against Agency and that Agency is not in default of any term or provision of the Contract, including payment for any Goods or Services.

3. Assumption. Assignee assumes and will timely perform and discharge all of the obligations of Assignor under the Contract in accordance with its terms and conditions.

4. Successors. All terms and conditions of this Assignment and Assumption Agreement are binding upon and inure to the benefit of and are enforceable by the respective successors and permitted assigns of the parties to this Assignment and Assumption Agreement.

5. Governing Law. This Assignment and Assumption Agreement will be governed by the laws of the State of Oregon without regard to choice of law principles.

In witness whereof, the parties have signed this Assignment and Assumption Agreement as set forth below:

CONTRACTOR:
ErgoGenesis Workplace Solutions, LLC

By: William C. Doerflinger
Name

Vice President / CFO
Title

2-26-14
Date

CONSENT TO ASSIGNMENT

The State of Oregon, acting by and through Oregon Department of Administrative Services, Enterprise Goods & Services, Procurement Services hereby consents to the assignment of the Contract to ErgoGenesis, now wholly owned by **ErgoGenesis Workplace Solutions, LLC.**

STATE OF OREGON, acting by and through
Enterprise Goods and Services
Procurement Services

By: *Robert L. Hilde, ASE, CAP*

Title: Contract Specialist

Date: 2/26/14