

Amendment # 3

This is an Amendment to the Department of Administration (hereinafter referred to as "State") and Asher Agency (hereinafter referred to as "Contractor") dated 8/08/05. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract and add the following services:

- Prepare traffic instructions per Hoosier Lottery specifications:
 - Date
 - Campaign name
 - List of stations
 - Flight dates
 - Spot code(s) (supplied by Hoosier Lottery)
 - Spot title(s) (supplied by Hoosier Lottery)
 - Length (supplied by Hoosier Lottery)
 - Added-value copy, :05, :10, :15 (supplied by Hoosier Lottery)
 - Rotation instructions (supplied by Hoosier Lottery)
 - Programming instructions (supplied by Hoosier Lottery)
- Follow-up/confirmation
 - All stations required to acknowledge receipt of traffic via e-mail.
 - Stations not confirming receive follow up e-mail re-sending traffic and requesting confirmation.
 - Stations still not responding receive follow-up phone calls.
 - Traffic summary report supplied to Hoosier Lottery after each campaign.
- Spot distribution
 - Coordinate with appropriate edit facility on electronic and, when required by stations, tape delivery of television spots. Masters of spots to be supplied by Hoosier Lottery.
 - Radio spots to be distributed via e-mail. Spots to be supplied by Hoosier Lottery via edit facility.
- Fees
 - Four hours per campaign, @ \$90 per hour.

Expenses

- Electronic distribution of television spots
 - Upload to DG Systems: \$145 per spot.
 - Distribution via DG to stations: \$45 per spot, per station
- E-mail distribution of radio spots
 - No cost associated

Total amount of this action is .00. Total remuneration of this contract is not to exceed .00.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

(Where Applicable)

Signature: Thomas K. Borne
Printed Name: Thomas K. Borne
Title: President
Date: 12/17/07

Attested By: _____

State of Indiana Agency:

Signature: Teresa Deaton-Reese, CPPD
Printed Name: Teresa Deaton-Reese
Title: Director of General Sourcing
Date: 12/19/07

Indiana Office of Technology

N/A
Gerry Weaver
Chief Information Officer
Date: _____

Department of Administration

Carrie Henderson for
Carrie Henderson
Commissioner
Date: 12/20/07

State Budget Agency

Christopher A Ruhl for
Christopher A Ruhl
Director
Date: 1/2/08

Office of the Attorney General

Stephen Carter for
Stephen Carter
Attorney General
Date: 1/18/2008