






March 1, 2017


Gearbox Software, LLC
5757 Main Street, 5th Floor
Frisco, TX 75034

Dear 




Reference is made to the "Borderlands" Development and Publishing Agreement, dated as of January 26, 2006, between Gearbox Software LLC ("Gearbox") and 2K Games, Inc. ("2K"), as amended (the "Agreement.") Reference is further made to Amendment 21 to the Agreement, Section 1.6, regarding the Incremental Bonus Payment. Capitalized terms that are used but not defined herein shall be as defined in the Agreement.

Gearbox hereby requests and irrevocably authorizes 2K to pay to Pitchford Entertainment, Media and Magic any Incremental Bonus Payment that may come due under Section 1.6 of Amendment 21, 


 All payments to Pitchford Entertainment, Media and Magic pursuant to this letter will constitute payment to Gearbox.

Nothing in this letter shall constitute a waiver of any of 2K's rights or remedies, all of which hereby are expressly reserved.

Please counter-sign to acknowledge your agreement.

ACCEPTED AND AGREED: Gearbox Software, LLC	ACCEPTED AND AGREED: 2K Games, Inc. 
	
Date / /	Date