



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT # 110179.10

TENTH AMENDMENT TO MASTER PURCHASE AGREEMENT

THIS TENTH AMENDMENT to the Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings and Related Commodities and Services (the "Amendment") is made and entered into this 1st day of January 2017 by and between Mecklenburg County, a North Carolina municipal corporation (the "County") and GameTime Division of Playcore Wisconsin, Inc., a corporation doing business in the State of North Carolina (the "Company").

STATEMENT OF BACKGROUND AND INTENT

- A. The County and the Company entered into a written Agreement dated September 17, 2010 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Products and Services to the County and other Participating Public Agencies.
- B. The County and the Company agreed to amend the contract on April 7, 2011 to incorporate a four percent (4%) price increase.
- C. The County and the Company agreed to amend the contract on January 2, 2012 to incorporate a 1.8 percent (1.8%) price increase, revised freight rates, and new products.
- D. The County and the Company agreed to amend the contract on February 1, 2013 to incorporate a 2.47 percent (2.47%) price increase and new products offered by the Company.
- E. The County and the Company agreed to amend the contract on May 1, 2013 to incorporate the new Colorado Timing System products offered by the Company.
- F. The County and the Company agreed to amend the contract on March 1, 2014 to incorporate a 3.3 percent (3.3%) price increase, and new products offered by the Company.
- G. The County and the Company agreed to amend the contract on January 1, 2015 to incorporate a 3.4 percent (3.4%) price increase, and new products offered by the Company.
- H. The County and the Company agreed to amend the contract on July 1, 2015 to renew the original Agreement through September 16, 2016.
- I. The County and the Company agreed to amend the contract on January 1, 2016 to incorporate a three percent (3%) price increase, and new products offered by the Company.
- J. The County and the Company agreed to amend the contract on July 1, 2015 to renew the original Agreement through September 16, 2017.
- K. The parties now desire to amend the Agreement by making certain changes to the product and pricing provisions of the Agreement.

11/29/16 TBT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

AGREEMENT

1. Defined terms used in this Tenth Amendment shall have the same meaning as are assigned to such terms in the Agreement.
2. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Master Agreement is hereby amended as follows:
 - a) Incorporate new products offered in the GameTime 2017 Playground Design Guide, and new products that are released during 2017.
 - b) Incorporate GameTime 2017 U.S. Communities Net Price List 1700 with an average price increase of three and one-half percent (3.5%) for all playground equipment, site furnishings, surfacing materials, and all related commodities and services as specified in Exhibit A.
 - c) Incorporate addition of new products offered by GameTime strategic partners and participating PlayCore divisions, and corresponding 2017 price lists as specified in Exhibit A.
 - d) Incorporate revised freight rates with an average price increase of 4.3 percent (4.3%) to reflect carrier increases for 2017 as specified in revised Exhibit E.
3. Except to the extent specifically provided in the amendment contained herein, this Tenth Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
4. In all other respects and expect as modified herein, the terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

GAMETIME DIVISION, PLAYCORE WISCONSIN, INC.

By: David Hill
David Hill

Title: Regional Sales Manager

Attested:

By: Donald R. King
Donald R. King

Title: Director of Sales Administration

MECKLENBURG COUNTY:

By: Mark R. Geyer
Park and Recreation Director

Attested:

By: _____
County/General Manager

By: _____
Clerk to the Board

Approved As To Form:

By: _____
County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Finance Director

Approved As To Insurance Requirements:

By: _____
Risk Management



Mecklenburg County

Signature Page

Contract Number: 110179

Amendment Number: 10

Contractor Name: GAMETIME DIVISION OF PLAYCORE - WISCONSIN, IN

MECKLENBURG COUNTY:

A handwritten signature in black ink, appearing to read "Leslie Johnson".

Leslie Johnson
Assistant County Manager

ATTEST:

No Pre-Audit Required.

A handwritten signature in black ink, appearing to read "Wanda Reeves".

Wanda Reeves
Finance Director

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Tyrone Wade".

Tyrone Wade
County Attorney

**APPROVED AS TO INSURANCE
REQUIREMENTS:**



**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

CONTRACT # 110179.09

NINTH AMENDMENT TO MASTER PURCHASE AGREEMENT

THIS NINTH AMENDMENT to the Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings and Related Commodities and Services (the "Amendment") is made and entered into this 1st day of June 2016 by and between Mecklenburg County, a North Carolina municipal corporation (the "County") and GameTime Division of Playcore Wisconsin, Inc., a corporation doing business in the State of North Carolina (the "Company").

STATEMENT OF BACKGROUND AND INTENT

- A. The County and the Company entered into a written Agreement dated September 17, 2010 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Products and Services to the County and other Participating Public Agencies.
- B. The County and the Company agreed to amend the contract on April 7, 2011 to incorporate a four percent (4%) price increase.
- C. The County and the Company agreed to amend the contract on January 2, 2012 to incorporate a 1.8 percent (1.8%) price increase, revised freight rates, and new products.
- D. The County and the Company agreed to amend the contract on February 1, 2013 to incorporate a 2.47 percent (2.47%) price increase and new products offered by the Company.
- E. The County and the Company agreed to amend the contract on May 1, 2013 to incorporate the new Colorado Timing System products offered by the Company.
- F. The County and the Company agreed to amend the contract on March 1, 2014 to incorporate a 3.3 percent (3.3%) price increase, and new products offered by the Company.
- G. The County and the Company agreed to amend the contract on January 1, 2015 to incorporate a 3.4 percent (3.4%) price increase, and new products offered by the Company.
- H. The County and the Company agreed to amend the contract on July 1, 2015 to renew the original Agreement through September 16, 2016.
- I. The County and the Company agreed to amend the contract on January 1, 2016 to incorporate a three percent (3%) price increase, and new products offered by the Company.
- J. The parties now desire to amend the Agreement by making certain changes to the product and pricing provisions of the Agreement.

4/25/16 SRS

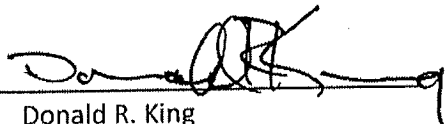
NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

AGREEMENT

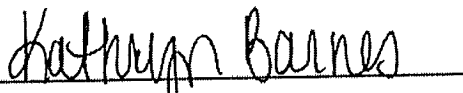
1. Defined terms used in this Eighth Amendment shall have the same meaning as are assigned to such terms in the Agreement.
2. Pursuant to Section 3 of the Agreement, the County wishes to exercise its option to renew the original Agreement for an additional one-year term to expire on September 16, 2017, unless earlier terminated in accordance with the terms of this Agreement.
3. Except to the extent specifically provided in the amendment contained herein, this Eighth Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
4. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

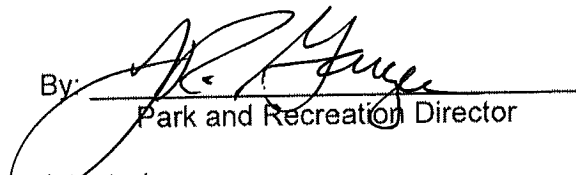
GAMETIME DIVISION, PLAYCORE WISCONSIN, INC.

By: 
Donald R. King
Title: Director of Sales Administration

Attested:

By: 
Kathryn Barnes
Title: Sales & Marketing Assistant

MECKLENBURG COUNTY:

By: 
Park and Recreation Director
Attested:

By: _____
County/General Manager

By: _____
Clerk to the Board

Approved As To Form:

By: _____
County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Finance Director

Approved As To Insurance Requirements:

By: _____
Risk Management



Mecklenburg County

Signature Page

Contract Number: 110179

Amendment Number: 09

Contractor Name: GAMETIME DIVISION OF PLAYCORE - WISCONSIN, IN

MECKLENBURG COUNTY:

A handwritten signature in black ink, appearing to read "Leslie Johnson".

Leslie Johnson
Assistant County Manager

ATTEST:

No Pre-Audit Required.

A handwritten signature in black ink, appearing to read "Wanda Reeves".

Wanda Reeves
Finance Director

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Tyrone Wade".

Tyrone Wade
County Attorney

**APPROVED AS TO INSURANCE
REQUIREMENTS:**



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT # 110179.08

EIGHTH AMENDMENT TO MASTER PURCHASE AGREEMENT

THIS EIGHTH AMENDMENT to the Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings and Related Commodities and Services (the "Amendment") is made and entered into this 1st day of January 2016 by and between Mecklenburg County, a North Carolina municipal corporation (the "County") and GameTime Division of Playcore Wisconsin, Inc., a corporation doing business in the State of North Carolina (the "Company").

STATEMENT OF BACKGROUND AND INTENT

- A. The County and the Company entered into a written Agreement dated September 17, 2010 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Products and Services to the County and other Participating Public Agencies.
- B. The County and the Company agreed to amend the contract on April 7, 2011 to incorporate a four percent (4%) price increase.
- C. The County and the Company agreed to amend the contract on January 2, 2012 to incorporate a 1.8 percent (1.8%) price increase, revised freight rates, and new products.
- D. The County and the Company agreed to amend the contract on February 1, 2013 to incorporate a 2.47 percent (2.47%) price increase and new products offered by the Company.
- E. The County and the Company agreed to amend the contract on May 1, 2013 to incorporate the new Colorado Timing System products offered by the Company.
- F. The County and the Company agreed to amend the contract on March 1, 2014 to incorporate a 3.3 percent (3.3%) price increase, and new products offered by the Company.
- G. The County and the Company agreed to amend the contract on January 1, 2015 to incorporate a 3.4 percent (3.4%) price increase, and new products offered by the Company.
- H. The County and the Company agreed to amend the contract on July 1, 2015 to renew the original Agreement through September 16, 2016.
- I. The parties now desire to amend the Agreement by making certain changes to the product and pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

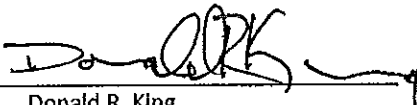
AGREEMENT

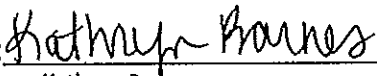
1. Defined terms used in this Eighth Amendment shall have the same meaning as are assigned to such terms in the Agreement.
2. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Master Agreement is hereby amended as follows:
 - a) Incorporate new products offered in the GameTime 2016 Playground Design Guide.
 - b) Incorporate GameTime 2016 U.S. Communities Net Price List 1600 with an average price increase of three percent (3%) for all playground equipment, site furnishings, surfacing materials, and all related commodities and services as specified in Exhibit A.
 - c) Incorporate addition of new products offered by GameTime strategic partners and participating PlayCore divisions, and corresponding 2016 price lists as specified in Exhibit A.
 - d) Incorporate revised freight rates for 2016 to reflect freight carrier increases with an average increase of 4.5 percent (%) as specified in Exhibit E.
3. Except to the extent specifically provided in the amendment contained herein, this Eighth Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
4. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

GAMETIME DIVISION, PLAYCORE WISCONSIN, INC.

Attested:

By: 
Donald R. King
Title: Director of Sales Administration

By: 
Kathryn Barnes
Title: Sales & Marketing Assistant

MECKLENBURG COUNTY:

By: _____
Park and Recreation Director

Attested:

By: _____
County/General Manager

By: _____
Clerk to the Board

Approved As To Form:

By: _____
County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Finance Director

Approved As To Insurance Requirements:

By: _____
Risk Management



Mecklenburg County

Signature Page

Contract Number: 110179

Amendment Number: 08

Contractor Name: GAMETIME DIVISION OF PLAYCORE - WISCONSIN, IN

MECKLENBURG COUNTY:

A handwritten signature in black ink, appearing to read "Leslie Johnson".

Leslie Johnson
Assistant County Manager

ATTEST:

No Pre-Audit Required.

A handwritten signature in black ink, appearing to read "Wanda Reeves".

Wanda Reeves
Finance Director

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Tyrone Wade".

Tyrone Wade
County Attorney

**APPROVED AS TO INSURANCE
REQUIREMENTS:**



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT # 110179.07

SEVENTH AMENDMENT TO MASTER PURCHASE AGREEMENT

THIS SEVENTH AMENDMENT to the Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings and Related Commodities and Services (the "Amendment") is made and entered into this 1st day of July 2015 by and between Mecklenburg County, a North Carolina municipal corporation (the "County") and GameTime Division of Playcore Wisconsin, Inc., a corporation doing business in the State of North Carolina (the "Company").

STATEMENT OF BACKGROUND AND INTENT

- A. The County and the Company entered into a written Agreement dated September 17, 2010 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Products and Services to the County and other Participating Public Agencies.
- B. The County and the Company agreed to amend the contract on April 7, 2011 to incorporate a four percent (4%) price increase.
- C. The County and the Company agreed to amend the contract on January 2, 2012 to incorporate a 1.8 percent (1.8%) price increase, revised freight rates, and new products.
- D. The County and the Company agreed to amend the contract on February 1, 2013 to incorporate a 2.47 percent (2.47%) price increase and new products offered by the Company.
- E. The County and the Company agreed to amend the contract on May 1, 2013 to incorporate the new Colorado Timing System products offered by the Company.
- F. The County and the Company agreed to amend the contract on March 1, 2014 to incorporate a 3.3 percent (3.3%) price increase, and new products offered by the Company.
- G. The County and the Company agreed to amend the contract on January 1, 2015 to incorporate a 3.4 percent (3.4%) price increase, and new products offered by the Company.
- H. The parties now desire to amend the Agreement by making certain changes to the product and pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

AGREEMENT

1. Defined terms used in this Seventh Amendment shall have the same meaning as are assigned to such terms in the Agreement.

2. Pursuant to Section 3 of the Agreement, the County wishes to exercise its option to renew the original Agreement for an additional one-year term to expire on September 16, 2016, unless earlier terminated in accordance with the terms of this Agreement.
3. Except to the extent specifically provided in the amendment contained herein, this Seventh Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
4. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.



Mecklenburg County

Signature Page

Contract Number: 110179

Amendment Number: 07

Contractor Name: GAMETIME DIVISION OF PLAYCORE WISCONSIN, INC

MECKLENBURG COUNTY:

A handwritten signature in black ink, appearing to read "Leslie Johnson".

Leslie Johnson
Assistant County Manager

ATTEST:

No Pre-Audit Required.

A handwritten signature in black ink, appearing to read "Wanda Reeves".

Wanda Reeves
Finance Director

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Tyrone Wade".

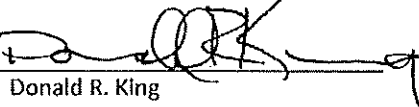
Tyrone Wade
County Attorney

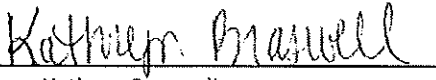
**APPROVED AS TO INSURANCE
REQUIREMENTS:**

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

GAMETIME DIVISION, PLAYCORE WISCONSIN, INC.

Attested:

By: 
Donald R. King
Title: Director of Sales Administration

By: 
Kathryn Braswell
Title: Executive Administrative Assistant

MECKLENBURG COUNTY:

By: 
Park and Recreation Director

Attested:

By: _____
County/General Manager

By: _____
Clerk to the Board

Approved As To Form:

By: _____
County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Finance Director

Approved As To Insurance Requirements:

By: _____
Risk Management



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT # 110179.06

SIXTH AMENDMENT TO MASTER PURCHASE AGREEMENT

THIS SIXTH AMENDMENT to the Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings and Related Commodities and Services (the "Amendment") is made and entered into this 1st day of January 2015 by and between Mecklenburg County, a North Carolina municipal corporation (the "County") and GameTime Division of Playcore Wisconsin, Inc., a corporation doing business in the State of North Carolina (the "Company").

STATEMENT OF BACKGROUND AND INTENT

- A. The County and the Company entered into a written Agreement dated September 17, 2010 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Products and Services to the County and other Participating Public Agencies.
- B. The County and the Company agreed to amend the contract on April 7, 2011 to incorporate a four percent (4%) price increase.
- C. The County and the Company agreed to amend the contract on January 2, 2012 to incorporate a 1.8 percent (1.8%) price increase, revised freight rates, and new products.
- D. The County and the Company agreed to amend the contract on February 1, 2013 to incorporate a 2.47 percent (2.47%) price increase and new products offered by the Company.
- E. The County and the Company agreed to amend the contract on May 1, 2013 to incorporate the new Colorado Timing System products offered by the Company.
- F. The County and the Company agreed to amend the contract on March 1, 2014 to incorporate a 3.3 percent (3.3%) price increase, and new products offered by the Company.
- G. The parties now desire to amend the Agreement by making certain changes to the product and pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

AGREEMENT


- I. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- II. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Master Agreement is hereby amended as follows:

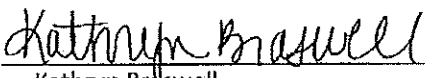
- a) Incorporate new products offered in the GameTime 2015 Playground Design Guide.
 - b) Incorporate GameTime 2015 U.S. Communities Net Price List 1501A with an average price increase of 3.4 percent (3.4%) for all playground equipment, site furnishings, surfacing materials, and all related commodities and services as specified in Exhibit A.
 - c) Incorporate addition of new products offered by GameTime strategic partners and participating PlayCore divisions, and corresponding 2015 price lists as specified in Exhibit A.
 - d) Incorporate revised freight rates for 2015 comprised of Class 30 for steel shade structures, Class 70 for metal playground apparatus, and Class 175 for molded plastic playground apparatus, as specified in Exhibit E.
- III. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
- IV. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

GAMETIME DIVISION, PLAYCORE WISCONSIN, INC.

Attested:

By: 
Donald R. King
Title: Director of Sales Administration

By: 
Kathryn Braswell
Title: Executive Administrative Assistant

MECKLENBURG COUNTY:

By: 
Park and Recreation Director

Attested:

By: _____
County/General Manager

By: _____
Clerk to the Board

Approved As To Form:

By: _____
County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Finance Director

Approved As To Insurance Requirements:

By: _____
Risk Management



Mecklenburg County

Signature Page

Contract Number: 110179

Amendment Number:

Contractor Name: GAME TIME DIVISION OF PLAYCORE WISCONSIN, INC

MECKLENBURG COUNTY:

A handwritten signature in black ink, appearing to read "Leslie Johnson".

Leslie Johnson
Assistant County Manager

ATTEST:

No Pre-Audit Required.

A handwritten signature in black ink, appearing to read "Patricia Gibson".

Patricia Gibson

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Tyrone Wade".

Tyrone Wade
County Attorney

**APPROVED AS TO INSURANCE
REQUIREMENTS:**



CONTRACT # 110179.05

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT # 110179.05

FIFTH AMENDMENT TO MASTER PURCHASE AGREEMENT

THIS FIFTH AMENDMENT to the Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings And Related Commodities and Services (the "Amendment") is made and entered into this 1st day of March 2014 by and between Mecklenburg County, a North Carolina municipal corporation (the "County") and GameTime Division of Playcore Wisconsin, Inc., a corporation doing business in the State of North Carolina (the "Company").

STATEMENT OF BACKGROUND AND INTENT

- A. The County and the Company entered into a written Agreement dated September 17, 2010 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Products and Services to the County and other Participating Public Agencies.
- B. The County and the Company agreed to amend the contract on April 7, 2011 to incorporate a four percent (4%) price increase.
- C. The County and the Company agreed to amend the contract on January 2, 2012 to incorporate a 1.8 percent (1.8%) price increase, revised freight rates, and new products.
- D. The County and the Company agreed to amend the contract on February 1, 2013 to incorporate a 2.47 percent (2.47%) price increase and new products offered by the Company.
- E. The County and the Company agreed to amend the contract on May 1, 2013 to incorporate the new Colorado Timing System products offered by the Company.
- F. The parties now desire to amend the Agreement by making certain changes to the product and pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

AGREEMENT

- I. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- II. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Master Agreement is hereby amended as follows:
 - a) Incorporate new products offered in the GameTime 2014 Playground Design Guide.

- b) Incorporate GameTime 2014 U.S. Communities Net Price List 1401 with an average price increase of 3.3 percent (%) for all playground equipment, site furnishings, surfacing materials, and all related commodities and services as specified in Exhibit A.
- c) Incorporate addition of new products offered by GameTime strategic partners and corresponding 2014 price lists as specified in Exhibit A.
- d) Incorporate revised freight rates comprised of Class 30 for steel shade structures, Class 70 for metal playground apparatus, and Class 175 for molded plastic playground apparatus, as specified in Exhibit E.


III. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.

IV. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

GAMETIME DIVISION, PLAYCORE WISCONSIN, INC.

Attested:

By: 
Donald R. King
Title: Director of Sales Administration

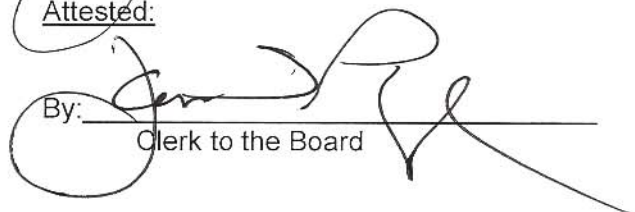
By: 
Bethany Smission
Title: Excutive Administrative Assistant

MECKLENBURG COUNTY:

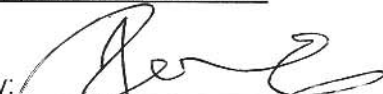
By: 
County/General Manager

By: 
Park and Recreation Director

Attested:

By: 
Clerk to the Board

Approved As To Form:

By: 
County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: 
Finance Director

NO PRE-AUDIT REQUIRED.

By: 
Wanda Reeves

Approved As To Insurance Requirements:

By: _____
Risk Management



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT # 110179.04

FOURTH AMENDMENT TO MASTER PURCHASE AGREEMENT

THIS FOURTH AMENDMENT to the Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings And Related Commodities and Services (the "Amendment") is made and entered into this 1st day of May 2013 by and between Mecklenburg County, a North Carolina municipal corporation (the "County") and GameTime Division of Playcore Wisconsin, Inc., a corporation doing business in the State of North Carolina (the "Company").

STATEMENT OF BACKGROUND AND INTENT

- A. The County and the Company entered into a written Agreement dated September 17, 2010 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Products and Services to the County and other Participating Public Agencies.
- B. The County and the Company agreed to amend the contract on April 7, 2011 to incorporate a four percent (4%) price increase.
- C. The County and the Company agreed to amend the contract on January 2, 2012 to incorporate a 1.8 percent (1.8%) price increase, revised freight rates, and new products.
- D. The County and the Company agreed to amend the contract on February 1, 2013 to incorporate a 2.47 percent (2.47%) price increase and new products offered by the Company.
- E. The parties now desire to amend the Agreement by making certain changes to the product and pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

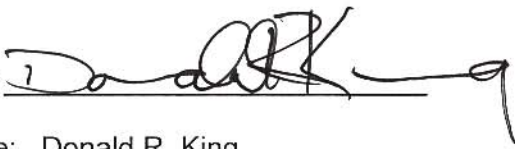
AGREEMENT

- I. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- II. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Master Agreement is hereby amended as follows:
 - a) Incorporate the new Colorado Timing Systems products as specified in the revised 2013 Pricing Schedules included as Exhibit A.
- III. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.

- IV. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

GAMETIME DIVISION, PLAYCORE WISCONSIN, INC.

By: 
Title: Donald R. King
Director of Sales Administration

Attested:

By: 
Title: Bethany Pelts
Executive Assistant

MECKLENBURG COUNTY:

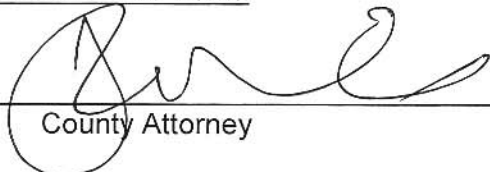
By: 
County General Manager

By: _____
Park and Recreation Director

Attested:

By: 
Clerk to the Board

Approved As To Form:

By: 
County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Finance Director

**NO PRE-AUDIT REQUIRED.
DEPARTMENT(S) TO ENCUMBER
FUNDS AS NEEDED.**

BY: 
DIRECTOR OF FINANCE

Approved As To Insurance Requirements:

By: _____
Risk Management

CONTRACT # 110179.04



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT # 110179.03

THIRD AMENDMENT TO MASTER PURCHASE AGREEMENT

THIS THIRD AMENDMENT to the Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings And Related Commodities and Services (the "Amendment") is made and entered into this 1st day of February 2013 by and between Mecklenburg County, a North Carolina municipal corporation (the "County") and GameTime Division of Playcore Wisconsin, Inc., a corporation doing business in the State of North Carolina (the "Company").

STATEMENT OF BACKGROUND AND INTENT

- A. The County and the Company entered into a written Agreement dated September 17, 2010 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Products and Services to the County and other Participating Public Agencies.
- B. The County and the Company agreed to amend the contract on April 7, 2011 to incorporate a four percent (4%) price increase.
- C. The County and the Company agreed to amend the contract on January 2, 2012 to incorporate a 1.8 percent (1.8%) price increase, revise freight rates, and incorporate new products.
- D. The parties now desire to amend the Agreement by making certain changes to the product and pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

AGREEMENT

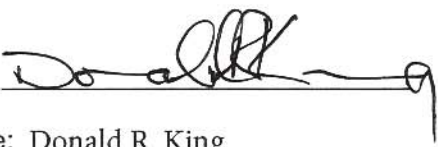
- I. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- II. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Master Agreement is hereby amended as follows:
 - a) Incorporate the new products offered by the GameTime 2013 Playground Design Guide.
 - b) Incorporate an average price increase of 2.47 percent (2.47%) for all playground equipment, site furnishings, surfacing materials, and all related products as specified in Exhibit A.
 - c) Incorporate addition of new products offered by GameTime strategic partners and corresponding 2013 price lists as specified in Exhibit A.


- III. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
- IV. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

GAMETIME DIVISION, PLAYCORE WISCONSIN, INC.

Attested:

By: 
Title: Donald R. King
Director of Sales Administration

By: 
Title: Bethany Pelts
Executive Administrator

MECKLENBURG COUNTY:

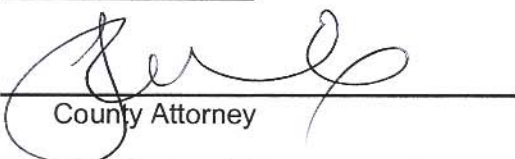
By: 
Park and Recreation Director

Attested:

By: 
County/General Manager

By: 
Clerk to the Board

Approved As To Form:

By: 
County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: 
Finance Director

Approved As To Insurance Requirements:

**NO PRE-AUDIT REQUIRED.
DEPARTMENT(S) TO ENCUMBER
FUNDS AS NEEDED.**

BY: 
DIRECTOR OF FINANCE

By: _____
Risk Management



**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

CONTRACT # 110179.02

SECOND AMENDMENT TO MASTER PURCHASE AGREEMENT

THIS SECOND AMENDMENT To The Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings And Related Commodities and Services (the "Amendment") is made and entered into this 1st day of February 2012 by and between Mecklenburg County, a North Carolina municipal corporation (the "County") and GameTime Division of Playcore, Inc., a corporation doing business in the State of North Carolina (the "Company").

STATEMENT OF BACKGROUND AND INTENT

- A. The County and the Company entered into a written Agreement dated September 17, 2010 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Products and Services to the County and other Participating Public Agencies.
- B. The County and the Company agreed to amend the contract on April 7, 2011 to incorporate a four percent (4%) price increase.
- C. The parties now desire to amend the Agreement by making certain changes to the product and pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

AGREEMENT

- I. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- II. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Master Agreement is hereby amended as follows:
 - a) Incorporate the new products offered by the GameTime 2012 Playground Design Guide, Everlast Climbing Industries, Inc., and Ultra Play Systems, Inc.
 - b) Incorporate an average price increase of 1.8 percent for all playground and surfacing products as specified in Exhibit A.
 - c) Incorporate revised GameTime freight rates as specified in Exhibit E.
- III. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
- IV. In all other respects and expect as modified herein, the terms of the Agreement shall remain in force and effect.

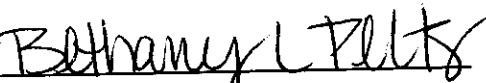
IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

GAMETIME DIVISION

By: 

Title: Director of Sales Administration

Attested:

By: 

Title: Executive Administrative Assistant

MECKLENBURG COUNTY:

By: 
County/General Manager

By: 
Park and Recreation Director

Attested:

By: 
Clerk to the Board

Approved As To Form:

By: 
County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: 
Finance Director

Approved As To Insurance Requirements:

By: _____
Risk Management

**NO PRE-AUDIT REQUIRED.
DEPARTMENT(S) TO ENCUMBER
FUNDS AS NEEDED.**

BY: 
DIRECTOR OF FINANCE



**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

CONTRACT # 110179.01

FIRST AMENDMENT TO MASTER PURCHASE AGREEMENT

THIS FIRST AMENDMENT To The Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings And Related Commodities and Services (the "Amendment") is made and entered into this 7th day of April 2011 by and between Mecklenburg County, a North Carolina municipal corporation (the "County") and GameTime Division of Playcore, Inc., a corporation doing business in the State of North Carolina (the "Company").

STATEMENT OF BACKGROUND AND INTENT

- A. The County and the Company entered into a written Agreement dated September 17, 2010 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Products and Services to the County and other Participating Public Agencies.
- B. The parties now desire to amend the Agreement by making certain changes and clarifications to the term and pricing provisions of the Agreement.

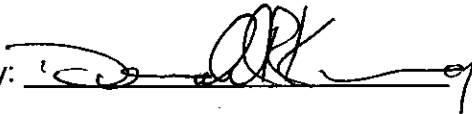
NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

AGREEMENT

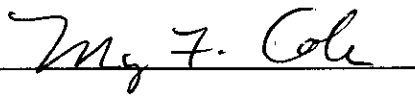
- I. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- II. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Master Agreement is hereby amended as follows:
 - a) Incorporate a price increase of four percent (4%) for all GameTime products except GTH20 water play and GTImpax surfacing, due to the escalation in steel and plastic resin material costs. Price increases will be effective on orders entered April 7, 2011. Orders entered before April 7th will be exempt from the price increase providing the order ships prior to April 29, 2011.
- III. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
- IV. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

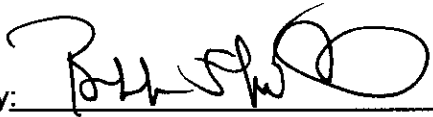
GAMETIME:

By: 
Title: Director of Sales Administration

Attested:


By: 
Title: Sales Administration Manager

MECKLENBURG COUNTY:

By: 
County/General Manager

By: 
Park and Recreation Director

Attested:

By: 
Clerk to the Board

Approved As To Form:

By: 
County Attorney

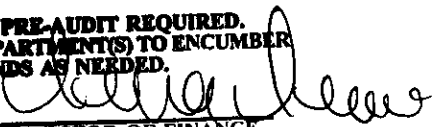
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: 
Finance Director

Approved As To Insurance Requirements:

By: _____
Risk Management

**NO PRE-AUDIT REQUIRED.
DEPARTMENT(S) TO ENCUMBER
FUNDS AS NEEDED.**

By: 
DIRECTOR OF FINANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/24/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 457102-Cas-GAUWX-10-11 GAMETI	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Columbia Casualty Company</td><td>31127</td></tr><tr><td>INSURER B : Travelers Property Casualty Company Of America</td><td>25674</td></tr><tr><td>INSURER C : National Union Fire Ins Co Pittsburgh PA</td><td>19445</td></tr><tr><td>INSURER D : Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER E : Ohio Casualty Insurance Company</td><td>24074</td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER	NAIC #	INSURER A : Columbia Casualty Company	31127	INSURER B : Travelers Property Casualty Company Of America	25674	INSURER C : National Union Fire Ins Co Pittsburgh PA	19445	INSURER D : Phoenix Insurance Company	25623	INSURER E : Ohio Casualty Insurance Company	24074	INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

ATL-002237295-35

REVISION NUMBER: 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$150,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			4015728458 (\$10M AGGREGATE CAP)	08/01/2010	08/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			TJCAP9518B945-10	08/01/2010	08/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp Ded: \$1,000 \$ Coll Ded: \$1,000 \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			BE35053165	08/01/2010	08/01/2011	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	TC2NUB-9520B24-6-10 (AOS) TRJUB-9520B25-8-10 (AZ & WI)	08/01/2010 08/01/2010	08/01/2011 08/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Excess Umbrella			ECO11 53059239	08/01/2010	08/01/2011	\$25,000,000 Excess \$25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: All Jobs.

The City of Charlotte/Mecklenburg County is listed as additional insured (except Workers' Compensation) as their interests may appear until completion of each job performed by the Insured.

CERTIFICATE HOLDER**CANCELLATION**

The City of Charlotte/Mecklenburg County Procurement Services Division 600 East Fourth Street Charlotte, NC 28202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Ted L. Young <i>Ted L. Young</i>
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