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:

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 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: [Signature]
Title: Director of Sales Administration

Attested:
By: [Signature]
Title: Executive Administrative Assistant

MECKLENBURG COUNTY:

By: [Signature]
Title: County/General Manager

Attested:
By: [Signature]
Title: Clerk to the Board

Approved As To Form:
By: [Signature]
Title: County Attorney

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

By: [Signature]
Title: Finance Director

Approved As To Insurance Requirements:
By: [Signature]
Title: Risk Management

NO PRE-AUDIT REQUIRED.

By: [Signature]

Wanda Ramos
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 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: __________________________
Title: Donald R. King
Director of Sales Administration

Attested:
By: __________________________
Title: Bethany Pelts
Executive Assistant

MECKLENBURG COUNTY:

By: __________________________
Title: Park and Recreation Director

Attested:
By: __________________________
Title: Clerk to the Board

Approved As To Form:
By: __________________________
Title: County Attorney

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

By: __________________________
Title: Finance Director

Approved As To Insurance Requirements:
By: __________________________
Title: Risk Management

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

By: __________________________
Title: Director of Finance
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.

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

Attested:
By: ____________________________
Title: Bethany Pelts
   Executive Administrator

MECKLENBURG COUNTY:

By: ____________________________
Title: County/General Manager

Attested:
By: ____________________________
Title: Clerk to the Board

Approved As To Form:
By: ____________________________
Title: County Attorney

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

By: ____________________________
Title: Finance Director

Approved As To Insurance Requirements:

By: ____________________________
Title: Risk Management

NO PRE-AUD REQUIRED.
DEPARTMENT(S) TO ENCUMBER
FUNDS AS NEEDED.
BY: ____________________________
DIRECTOR OF FINANCE
STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

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:


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: [Signature]  
Title: Director of Sales Administration

Attested:

By: Bethany L. Plitt  
Title: Executive Administrative Assistant

MECKLENBURG COUNTY:

By: [Signature]  
Title: County/General Manager

Attested:

By: [Signature]  
Title: Clerk to the Board

Approved As To Form:

By: [Signature]  
Title: County Attorney

Approved As To Insurance Requirements:

By: [Signature]  
Title: Risk Management

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

By: [Signature]  
Title: Finance Director

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

By: [Signature]  
Title: 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 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:

By: [Signature]
Title: Director of Sales Administration

Attested:

By: [Signature]
Title: Sales Administration Manager

MECKLENBURG COUNTY:

By: [Signature]
Title: County/General Manager

Attested:

By: [Signature]
Title: Clerk to the Board

Approved As To Form:

By: [Signature]
Title: County Attorney

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

By: [Signature]
Title: Finance Director

Approved As To Insurance Requirements:

By: [Signature]
Title: Risk Management

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

By: [Signature]
Title: Director of Finance
CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER
Marsh USA, Inc.
Two Alliance Center
3560 Lenox Road, Suite 2400
Atlanta, GA 30326
Attn: Atlanta CertRequest@marsh.com / Fax: 212-946-4321
457102-Case-GAM01X-10-11 GAME1

INSURED
GameTime
150 PlayCore Drive SE
Fort Payne, AL 35967

CONTACT NAME:

PHONE (AIC, No Ext):

FAX (AIC, No Ext):

EMAIL ADDRESS:

CUSTOMER ID:

INSURER(S) AFFORDING COVERAGE

INSURER A: Columbia Casualty Company 31127
INSURER B: Travelers Property Casualty Company Of America 29674
INSURER C: National Union Fire Ins Co Pittsburgh PA 19445
INSURER D: Phoenix Insurance Company 29623
INSURER E: Ohio Casualty Insurance Company 24074
INSURER F:

REVISION NUMBER: 7

CERTIFICATE NUMBER: ATL0023796-35

COVERAGES

A GENERAL LIABILITY

X COMMERCIAL GENERAL LIABILITY

CLAIMS-MADE X OCCUR

SH $150,000 Per Occ.

CENVL AGGREGATE LIMIT APPLIES PER:

POLICY X PROJECT LOC

POLICY NUMBER: 4015728458

POLICY EFF MM/DD/YYYY: 09/01/2010

POLICY EXP MM/DD/YYYY: 08/01/2011

LIMITS

$1,000,000

EACH OCCURRENCE $50,000

DAMAGE TO RENTED PREMISES (Ex cl occurrence) EXCLUDED

MED EXP (Any one person) $1,000,000

PERSONAL & ADV INJURY

EXCLUDED

GENERAL AGGREGATE $2,000,000

PRODUCTS COMPL. AGG $2,000,000

B AUTOMOBILE LIABILITY

X ANY AUTO

ALL OWNED AUTOS

SCHEDULED AUTOS

HIRED AUTOS

NON-OWNED AUTOS

POLICY NUMBER: TUCAP05189845-10

POLICY EFF MM/DD/YYYY: 08/01/2010

POLICY EXP MM/DD/YYYY: 08/01/2011

LIMITS

$1,000,000

COMBINED SINGLE LIMIT

BODILY INJURY (Per person) $1,000,000

BODILY INJURY (Per accident) $1,000,000

PROPERTY DAMAGE (Per accident) $1,000,000

$1,000,000

COMP DED $1,000

COLL DED $1,000

C EXCESS LIABILITY

X UMBRELLA LIABILITY

CLAIMS-MADE X OCCUR

DEDUCTIBLE

$10,000

RETENTION

POLICY NUMBER: BE35053155

POLICY EFF MM/DD/YYYY: 08/01/2010

POLICY EXP MM/DD/YYYY: 08/01/2011

LIMITS

$25,000,000

AGGREGATE $25,000,000

$25,000,000

$0

$0

$0

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

Re: A1 Job

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

The City of Charlotte/Mecklenburg County Procurement Services Division
600 East Fourth Street
Charlotte, NC 28202

CANCELLATION

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

Ted L. Young

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