STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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:

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 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: Kathryn Braaswel
Title: Executive Administrative Assistant

MECKLENBURG COUNTY:

By: [Signature]
Title: Park and Recreation Director

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
Mecklenburg County

Signature Page

Contract Number: 110179

Amendment Number:

Contractor Name: GAME TIME DIVISION OF PLAYCORE WISCONSIN, INC

MECKLENBURG COUNTY:

[Signature]

Leslie Johnson
Assistant County Manager

No Pre-Audit Required.

[Signature]

Patricia Gibson

ATTEST:

[Signature]

Tyrone Wade
County Attorney

APPROVED AS TO FORM:

[Signature]

APPROVED AS TO INSURANCE REQUIREMENTS:
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 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: Bethany Sisson
Title: Executive Administrative Assistant

MECKLENBURG COUNTY:

By: J.R. Goss
Title: Park and Recreation Director

Attested:
By: Jim R.
Title: 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: Wanda Raves

Risk Management
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: [Signature]
Title: Donald R. King
Director of Sales Administration

Attested:
By: [Signature]
Title: Bethany Pelts
Executive Assistant

MECKLENBURG COUNTY:

By: [Signature]
Title: Park and Recreation Director

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]
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 acknowledgment 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: Donald R. King
Director of Sales Administration

Attested:
By: [Signature]
Title: Bethany Pelts
Executive Administrator

MECKLENBURG COUNTY:

By: [Signature]
Title: [Name]
County/General Manager

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

Approved As To Form:
By: [Signature]
Title: [Name]
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: [Name]
Risk Management

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

By: [Signature]
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 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

By: [Signature]

Title: Director of Sales Administration

Attested:

By: [Signature]

Title: Executive Administrative Assistant

MECKLENBURG COUNTY:

By: [Signature]

County/General Manager

Attested:

By: [Signature]

Park and Recreation Director

Attested:

By: [Signature]

Clerk to the Board

Approved As To Form:

By: [Signature]

County Attorney

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

By: [Signature]

Finance Director

Approved As To Insurance Requirements:

By: [Signature]

Risk Management
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: Park and Recreation Director

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

PRODUCER:
Marsh USA, Inc.
Two Alliance Center
3360 Lenox Road, Suite 2400
Atlanta, GA 30326
Attn: Atlanta CertRequest@marsh.com / Fax: 212-946-4321

GAMET

CONTACT NAME:

CONTACT ADDRESS:

INSURED:

GameTime
150 PlayCore Drive SE
Fort Payne, AL 35967

INSURER(S) AFFORDING COVERAGE:

| INSURER A | Columbus Casualty Company | 31127 |
| INSURER B | Travelers Property Casualty Company of America | 26764 |
| INSURER C | National Union Fire Ins Pittsburgh PA | 39445 |
| INSURER D | Phoenix Insurance Company | 25623 |
| INSURER E | Ohio Casualty Insurance Company | 24074 |

COVERAGE:

| CERTIFICATE NUMBER | ATL-02237395-35 |
| REVISION NUMBER | 7 |

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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).

COVERAGES:

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

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
of Marsh USA Inc.

Ted L. Young