

**SECOND AMENDMENT
PLAYGROUND EQUIPMENT
PUBLIC BUILDING COMMISSION
CONTRACT NUMBER PS1119**

THIS SECOND AMENDMENT AGREEMENT is made and entered into as of the 9th day of August, 2011, and shall be deemed and taken as forming a part of the Agreement for Playground Equipment and Services ("Agreement") between by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **PLAYWORLD PREFERRED, INC.** and **PLAYWORLD SYSTEMS, INC.**, ("Provider") dated June 12, 2007 with the like operation and effect as if the same were incorporated therein.

WITNESSETH:

WHEREAS, the Commission has previously entered into an Agreement dated the 12th day of June, 2007, wherein Playworld Systems Inc. and Let's Go Play, Inc. were to provide Playground Equipment and Services;

WHEREAS, the Commission and Playworld Systems, Inc. and Let's Go Play, Inc. entered into the First Amendment to the Agreement on August 11, 2009, which provided for a two year agreement extension, with a term of September 1, 2009 through August 31, 2011;

WHEREAS, the Commission entered into an Assignment of Contract Agreement with Assignor Let's Go Play, Inc. and Assignee Playmasters, Inc. on May 20, 2010;

WHEREAS, the Commission entered into an Assignment of Contract Agreement with Assignor Playmasters, Inc. and Assignee Playworld Preferred, Inc. on August 23, 2011; and

WHEREAS, the Commission and Provider now desire to amend the Agreement to include additional Services performed and associated compensation due to Provider;

NOW THEREFORE, in consideration of the provisions and conditions set forth in the Agreement and herein, the parties hereto mutually agree to amend the Agreement as hereinafter set forth.

It is agreed by and between the parties hereto that the sole modification of, changes in and amendments to the Agreement pursuant to this Amendment are as follows:

TERMS

1. **Recitals**
THE ABOVE RECITALS ARE EXPRESSLY INCORPORATED IN AND MADE A PART OF THE AMENDMENT AGREEMENT AS THOUGH FULLY SET FORTH HEREIN.
2. **Article 4. Term of Performance**

The Commission is exercising its right to extend the agreement as provided under **Article 4.3 Agreement Extension Option** and extending the term of this agreement one (1) additional year.

The term of the extension is September 1, 2011 through August 31, 2012.

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IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment No. 2.

PUBLIC BUILDING COMMISSION OF CHICAGO
BY: Rahm Emanuel Date: 12/19/11
Rahm Emanuel
Chairman

ATTEST:
BY: Lori A. Lydson Date: 12/19/11
Lori A. Lydson
Secretary

PROVIDER: PLAYWORLD PREFERRED, INC.

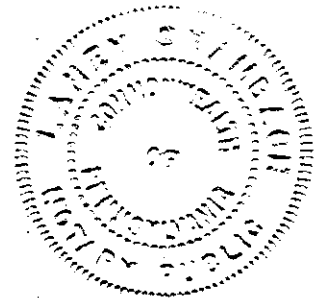
By: M. Miller Date: 11-07-2011

Name Printed: Matthew Miller

Title: President

Subscribed and sworn to me this 7th day of Nov 20 11.

Laney Shambach
Notary Public
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Laney Shambach, Notary Public
Buffalo Twp., Union County
My Commission Expires April 22, 2014 (Seal of Notary)
Member, Pennsylvania Association of Notaries



PROVIDER: PLAYWORLD SYSTEMS, INC.

By: M. Miller Date: 11-07-2011

Name Printed: Matthew Miller

Title: CEO / President

Subscribed and sworn to me this 7th day of Nov 20 11.

Laney Shambach
Notary Public
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Laney Shambach, Notary Public
Buffalo Twp., Union County
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Approved as to form and legality

Jacinta Epting
Neal & Leroy, LLC

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**ATTACHMENT 1
COMPENSATION OF THE PROVIDER**

Refer to Exhibit 2-Compensation of the Provider, Contract No. PS1119, dated June 12, 2007.

(Playworld Systems, Inc. email and letter dated July 20, 2011 and 2011 Price List follows)

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Execution of this Amendment by the is duly authorized by the Provider, and the signature(s) of each person signing on behalf of the Provider have been made with the complete and full authority to commit the Provider to all terms and conditions of this Amendment.

All capitalized terms not defined herein shall have the meaning ascribed to them in the agreement. Except as and to the extent that the terms of the Agreement are amended and modified herein, all terms of the Agreement shall remain in force and effect.

(Signature Page follows)