

**FIRST AMENDMENT
PLAYGROUND EQUIPMENT AND SERVICES
CONTRACT NUMBER PS1921A**

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the October 1, 2014, and shall be deemed and taken as forming a part of the Agreement for Playground Equipment and Services ("Agreement") by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **PlayCore Wisconsin, Inc. d/b/a GameTime Division** ("Consultant") dated August 14, 2012 with the like operation and effect as if the same were incorporated therein.

WITNESSETH:

WHEREAS, the Commission and Consultant have heretofore entered into an Agreement dated the 14th day of August 2012, wherein the Consultant is to provide Playground Equipment and Services for Various Sites for the Commission; and

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

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. **Schedule A Scope of Services**
 - 2.1 The Consultant is to provide Playground Equipment and Services and extend the term of the Agreement to August 14, 2015.
3. **Schedule D Compensation of the Consultant**
 - 3.1 The Compensation paid to the Consultant under this agreement is in the amount of \$4,000,000.00.

Execution of this Amendment by the Consultant is duly authorized by the Consultant and the signature(s) of each person signing on behalf of the Consultant have been made with the complete and full authority to commit the Consultant 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 full force and effect.

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IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment Agreement No. 1.

ATTEST:

**PUBLIC BUILDING COMMISSION
OF CHICAGO**

BY: *Rahm Emanuel* Date: _____
Mayor Rahm Emanuel
Chairman

BY: *[Signature]* Date: 4/8/15
Lori Ann Lypson
Secretary

Consultant

PlayCore Wisconsin, Inc. d/b/a GameTime Division

By: *[Signature]* Date: March 19, 2015
Donald R. King, Director of Sales Administration

Subscribed and sworn to me this

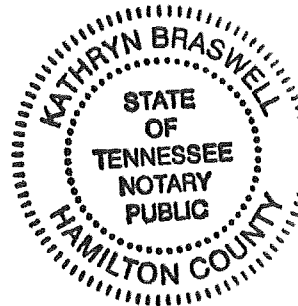
19th day of March 2015.

Kathryn Braswell
Notary Public

**My Commission Expires
November 24, 2018**

My Commission expires: _____

(Seal of Notary)



Approved as to form and legality

Anne L. Fredl Date: 3-25-2015
Neal & Leroy, LLC

CORPORATE RESOLUTION

Resolved that

Donald R. King, GameTime Director of Sales Administration whose signature appears below is hereby authorized on behalf of this Corporation to enter into agreements related to the sale of the company's products, to agree to such terms and conditions as such officer deems advisable and to execute agreements as deemed proper and advisable by such officer in connection the endeavors of the Corporation.


Such officer is also authorized to affix the seal of the corporation to any documents which the officer deems proper and advisable.

It is Further Resolved

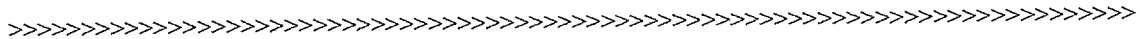
that all acts of such officer previously undertaken in behalf of the Corporation are hereby ratified and affirmed.

Said officer is authorized to act upon this Resolution until written notice of its revocation.

GameTime
A Division of PlayCore Wisconsin, Inc.




Donald R. King, Director of Sales Administration



I, Robert A Farnsworth, CEO and Director of Playcore Wisconsin, Inc., a Wisconsin corporation, do hereby certify that the Resolution above is a true copy of a resolution and that the signature appearing above is the genuine signature of the person authorized as Director of Sales Administration for GameTime – A Division of PlayCore Wisconsin, Inc. to act on behalf of said Corporation.

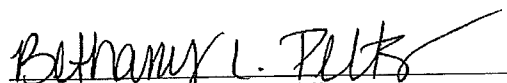
PlayCore Wisconsin, Inc.
401 Chestnut Street, Suite 410
Chattanooga, Tennessee 37402



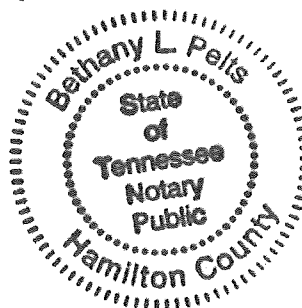
Robert A. Farnsworth, CEO and Director

STATE OF TENNESSEE
COUNTY OF HAMILTON

SWORN TO and subscribed before me this 31st day of March, 2014.



Bethany Pelts, Notary Public
My commission expires: September 25, 2016



CORPORATE RESOLUTION

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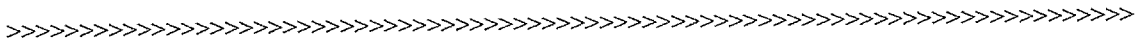
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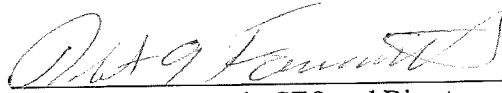


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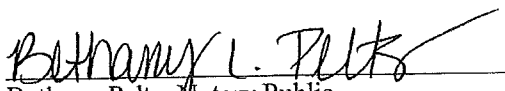
PlayCore Wisconsin, Inc.
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Robert A. Farnsworth, CEO and Director

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