

**FIRST AMENDMENT
PLAYGROUND EQUIPMENT AND SERVICES
CONTRACT NUMBER PS1921B**

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 **Landscape Structures, Inc. and NuToys Leisure Products, Inc.** ("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
Mayor Rahm Emanuel
Chairman

Date: _____

BY: Lori Ann Lypson
Lori Ann Lypson
Secretary

Date: 4/8/15

Landscape Structures, Inc.

Consultant

By: [Signature]

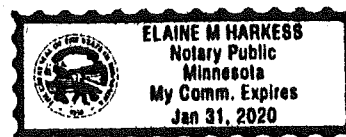
Date: 3/19/15

Subscribed and sworn to me this

19TH day of March 20 15.

Elaine M. Harkess
Notary Public

My Commission expires: 1/31/20



(Seal of Notary)

Approved as to form and legality

Anne L. Fred
Neal & Leroy, LLC

Date: 3-25-15

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ATTEST:

PUBLIC BUILDING COMMISSION
OF CHICAGO

BY: Rahm Emanuel Date: _____
Mayor Rahm Emanuel
Chairman

BY: Lori Ann Lypson Date: 4/8/15
Secretary

Consultant

NuToys Leisure Products, Inc.

By: Mona Stagg, President Date: 3/19/2015

Subscribed and sworn to me this

19th day of March 2015.

Jennifer Rivera
Notary Public



My Commission expires: May 7, 2018

(Seal of Notary)

Approved as to form and legality

Anne L. Zredd Date: 3-25-15
Neal & Leroy, LLC