

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE  
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND  
RELATED PRODUCTS AND SERVICES**

**THIS FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES** (this "First Amendment") is made and entered into this 1st day of April 2019, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

**Statement of Background and Intent**

- A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The City of Charlotte and the Company agreed to amend the contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The City of Charlotte and the Company agreed to amend the contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The City of Charlotte and the Company agreed to amend the contract on January 1, 2019 to incorporate price adjustments and freight rate adjustments.
- F. The parties now desire to amend the Contract to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

**AGREEMENT**

1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
2. Defined terms used in this Fifth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Fifth Amendment incorporates new products and pricing as specified in Exhibit A (attached).
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

*[Signature Page Follows]*

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

Playcore Wisconsin, Inc. d/b/a GameTime

CITY OF CHARLOTTE:

BY:   
(signature)

BY:   
(signature)

PRINT NAME: Donald R. King

PRINT NAME: Sabrina Jay Hogg

TITLE: Director of Sales Administration

TITLE: Deputy City Manager

DATE: March 28, 2019

DATE: 4/2/19

Exhibit A

Revised 2019 Product and Price List #1904