



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Contract # 040377.07

SEVENTH AMENDMENT TO MASTER PURCHASE AGREEMENT

THIS SEVENTHAMENDMENT 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 July 2008 by and between MECKLENBURG COUNTY, a North Carolina municipal corporation (the "County") and LANDSCAPE STRUCTURE, 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, 2003 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Commodities 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

1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
2. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Agreement is hereby amended as follows:
 - a. **This Seventh Amendment extends the term of the Agreement from the effective date through September 16, 2009 unless earlier terminated in accordance with the terms of the original Master Agreement.**
 - b. **Addition of a five percent (5%) raw material surcharge to offset escalating material cost to the manufacturer. The surcharge will be applied to the list selling price, before the inclusion of transportation charges and taxes. Deduction of any applicable discounts is off list selling price (prior to the application of the surcharge). Surcharge will be identified on order acknowledgements and invoices with the unique code 'Commodities Surcharge.'** Should the cost of raw materials decrease to Landscape Structures, Inc., the Company agrees to discontinue the additional charge.
 - c. **Revised Shipping Rates (Exhibit G) to reflect increase of commercial freight carrier fees.**

3. 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.
4. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.



Landscape Structures Inc
2008 Freight Chart
 effective 6/23/08

*In addition to orders weighing over 5000 lbs, orders containing any of the following products will require a custom freight quote: Cascade Climber; Cloudburst Slide; Gemini Slide; Hex Roof; Mobius; PlayOdyssey Roof; Super Square Roof; SpyroSlide; Sky Rail; Sway Fun; Thunderhead Climber; Tunnel Slide; any PlaySense structure; 3-Arch Evos; 4-Arch Evos.

**To calculate UPS Charges, multiple the list price of the equipment by the UPS Rate.

Rates quoted are per 100 pounds (CWT)

ACS - 166	
OK	UPS Rate** 9%
	Rate/CWT
Minimum Charge	\$185.25
Less than 500 lbs	\$80.99
500 - 999 lbs	\$68.59
1,000 - 1,999 lbs	\$59.73
2,000 - 4,999 lbs	\$56.68
5,000 - Truckload	Call for quote

ARBOR ASSOC. - 108	
MD, Wash D.C.	UPS Rate** 9%
	Rate/CWT
Minimum Charge	\$176.00
Less than 500 lbs	\$86.69
500 - 999 lbs	\$75.02
1,000 - 1,999 lbs	\$61.92
2,000 - 4,999 lbs	\$54.98
5,000 - Truckload	Call for quote

ARKOMA - 126	
AR	UPS Rate** 9%
	Rate/CWT
Minimum Charge	\$185.24
Less than 500 lbs	\$80.99
500 - 999 lbs	\$68.58
1,000 - 1,999 lbs	\$59.73
2,000 - 4,999 lbs	\$56.68
5,000 - Truckload	Call for quote

ATHCO - 113	
KS/MO	UPS Rate** 8%
	Rate/CWT
Minimum Charge	\$141.67
Less than 500 lbs	\$64.26
500 - 999 lbs	\$51.18
1,000 - 1,999 lbs	\$42.63
2,000 - 4,999 lbs	\$39.33
5,000 - Truckload	Call for quote

CAROLINA REC - 183	
NC	UPS Rate** 8%
	Rate/CWT
Minimum Charge	\$166.11
Less than 500 lbs	\$87.72
500 - 999 lbs	\$80.99
1,000 - 1,999 lbs	\$65.02
2,000 - 4,999 lbs	\$55.31
5,000 - Truckload	Call for quote

COAST REC - 119	
South CA	UPS Rate** 10%
	Rate/CWT
Minimum Charge	\$221.45
Less than 500 lbs	\$107.36
500 - 999 lbs	\$85.48
1,000 - 1,999 lbs	\$72.85
2,000 - 4,999 lbs	\$63.10
5,000 - Truckload	Call for quote

Creative Play - 153	
NV	UPS Rate** 7%
	Rate/CWT
Minimum Charge	\$209.98
Less than 500 lbs	\$101.02
500 - 999 lbs	\$80.46
1,000 - 1,999 lbs	\$68.42
2,000 - 4,999 lbs	\$59.37
5,000 - Truckload	Call for quote

DAKOTA FENCE - 159	
MT, ND, SD	UPS Rate** 7%
	Rate/CWT
Minimum Charge	\$145.66
Less than 500 lbs	\$60.75
500 - 999 lbs	\$47.18
1,000 - 1,999 lbs	\$37.44
2,000 - 4,999 lbs	\$34.48
5,000 - Truckload	Call for quote

DAKOTA FENCE - 159	
WY	UPS Rate** 9%
	Rate/CWT
Minimum Charge	\$165.00
Less than 500 lbs	\$71.64
500 - 999 lbs	\$60.26
1,000 - 1,999 lbs	\$52.17
2,000 - 4,999 lbs	\$50.03
5,000 - Truckload	Call for quote



Landscape Structures Inc
2008 Freight Chart
effective 6/23/08

*In addition to orders weighing over 5000 lbs, orders containing any of the following products will require a custom freight quote: Cascade Climber; Cloudburst Slide; Gemini Slide; Hex Roof; Mobius; PlayOdyssey Roof; Super Square Roof; SpyroSlide; Sky Rail; Sway Fun; Thunderhead Climber; Tunnel Slide; any PlaySense structure; 3-Arch Evos; 4-Arch Evos.

**To calculate UPS Charges, multiply the list price of the equipment by the UPS Rate.

Rates quoted are per 100 pounds (CWT)

DYNA PLAY - 151	
LA	UPS Rate**
	9%
	Rate/CWT
Minimum Charge	\$208.38
Less than 500 lbs	\$95.76
500 - 999 lbs	\$82.86
1,000 - 1,999 lbs	\$74.05
2,000 - 4,999 lbs	\$71.20
5,000 - Truckload	Call for quote

EFA - 111	
MN	UPS Rate**
	4%
	Rate/CWT
Minimum Charge	\$118.81
Less than 500 lbs	\$42.49
500 - 999 lbs	\$33.83
1,000 - 1,999 lbs	\$25.93
2,000 - 4,999 lbs	\$24.26
5,000 - Truckload	Call for quote

EXERPLAY - 150	
NM, TX	UPS Rate**
	11%
	Rate/CWT
Minimum Charge	\$204.80
Less than 500 lbs	\$93.93
500 - 999 lbs	\$80.92
1,000 - 1,999 lbs	\$72.47
2,000 - 4,999 lbs	\$69.54
5,000 - Truckload	Call for quote

EXERPLAY - 150	
AZ	UPS Rate**
	7%
	Rate/CWT
Minimum Charge	\$209.97
Less than 500 lbs	\$101.02
500 - 999 lbs	\$80.46
1,000 - 1,999 lbs	\$68.42
2,000 - 4,999 lbs	\$59.38
5,000 - Truckload	Call for quote

GENERAL RECREATION - 171	
DE, NJ, PA	UPS Rate**
	8%
	Rate/CWT
Minimum Charge	\$162.51
Less than 500 lbs	\$81.68
500 - 999 lbs	\$68.94
1,000 - 1,999 lbs	\$57.44
2,000 - 4,999 lbs	\$50.98
5,000 - Truckload	Call for quote

GENERAL RECREATION - 171	
SC	UPS Rate**
	9%
	Rate/CWT
Minimum Charge	\$170.41
Less than 500 lbs	\$85.48
500 - 999 lbs	\$78.93
1,000 - 1,999 lbs	\$63.21
2,000 - 4,999 lbs	\$53.28
5,000 - Truckload	Call for quote

GERBER - 105	
WI	UPS Rate**
	5%
	Rate/CWT
Minimum Charge	\$151.12
Less than 500 lbs	\$63.02
500 - 999 lbs	\$48.97
1,000 - 1,999 lbs	\$38.82
2,000 - 4,999 lbs	\$35.77
5,000 - Truckload	Call for quote

LANDSCAPE STRUCTURES	
VA	UPS Rate**
	8%
	Rate/CWT
Minimum Charge	\$162.63
Less than 500 lbs	\$81.67
500 - 999 lbs	\$69.05
1,000 - 1,999 lbs	\$57.42
2,000 - 4,999 lbs	\$50.96
5,000 - Truckload	Call for quote

LONE STAR - 104	
TX	UPS Rate**
	12%
	Rate/CWT
Minimum Charge	\$209.42
Less than 500 lbs	\$94.76
500 - 999 lbs	\$80.92
1,000 - 1,999 lbs	\$71.42
2,000 - 4,999 lbs	\$67.42
5,000 - Truckload	Call for quote



Landscape Structures Inc
2008 Freight Chart
 effective 6/23/08

*In addition to orders weighing over 5000 lbs, orders containing any of the following products will require a custom freight quote: Cascade Climber; Cloudburst Slide; Gemini Slide; Hex Roof; Mobius; PlayOdyssey Roof; Super Square Roof; SpyroSlide; Sky Rail; Sway Fun; Thunderhead Climber; Tunnel Slide; any PlaySense structure; 3-Arch Evos; 4-Arch Evos.

**To calculate UPS Charges, multiple the list price of the equipment by the UPS Rate.

Rates quoted are per 100 pounds (CWT)

NUTOYS - 101	
MO	UPS Rate**
	8%
	Rate/CWT
Minimum Charge	\$141.67
Less than 500 lbs	\$64.26
500 - 999 lbs	\$51.18
1,000 - 1,999 lbs	\$42.63
2,000 - 4,999 lbs	\$39.33
5,000 - Truckload	Call for quote

NUTOYS - 101	
IL, IN	UPS Rate**
	8%
	Rate/CWT
Minimum Charge	\$148.06
Less than 500 lbs	\$64.48
500 - 999 lbs	\$51.71
1,000 - 1,999 lbs	\$42.56
2,000 - 4,999 lbs	\$39.79
5,000 - Truckload	Call for quote

M.E.O'BRIEN - 145	
CT, ME, MA, NH, RI, VT	UPS Rate**
	9%
	Rate/CWT
Minimum Charge	\$172.87
Less than 500 lbs	\$85.90
500 - 999 lbs	\$73.82
1,000 - 1,999 lbs	\$60.45
2,000 - 4,999 lbs	\$53.65
5,000 - Truckload	Call for quote

OUTDOOR REC - 146	
IA, NE	UPS Rate**
	7%
	Rate/CWT
Minimum Charge	\$151.40
Less than 500 lbs	\$63.28
500 - 999 lbs	\$49.30
1,000 - 1,999 lbs	\$39.28
2,000 - 4,999 lbs	\$36.01
5,000 - Truckload	Call for quote

O.R.I - 173	
TN	UPS Rate**
	10%
	Rate/CWT
Minimum Charge	\$156.56
Less than 500 lbs	\$71.20
500 - 999 lbs	\$65.76
1,000 - 1,999 lbs	\$52.19
2,000 - 4,999 lbs	\$49.16
5,000 - Truckload	Call for quote

PARKITECTS - 127	
NY	UPS Rate**
	9%
	Rate/CWT
Minimum Charge	\$151.47
Less than 500 lbs	\$72.79
500 - 999 lbs	\$61.49
1,000 - 1,999 lbs	\$51.17
2,000 - 4,999 lbs	\$45.45
5,000 - Truckload	Call for quote

PLAYCREATION - 176	
WA	UPS Rate**
	10%
	Rate/CWT
Minimum Charge	\$176.55
Less than 500 lbs	\$87.55
500 - 999 lbs	\$74.05
1,000 - 1,999 lbs	\$61.49
2,000 - 4,999 lbs	\$54.50
5,000 - Truckload	Call for quote

REC CONSULTANTS OF TX -140	
TX	UPS Rate**
	6%
	Rate/CWT
Minimum Charge	\$194.75
Less than 500 lbs	\$86.74
500 - 999 lbs	\$74.51
1,000 - 1,999 lbs	\$66.00
2,000 - 4,999 lbs	\$63.07
5,000 - Truckload	Call for quote

RECWEST - 120	
South CA	UPS Rate**
	10%
	Rate/CWT
Minimum Charge	\$221.53
Less than 500 lbs	\$107.51
500 - 999 lbs	\$85.58
1,000 - 1,999 lbs	\$72.76
2,000 - 4,999 lbs	\$63.06
5,000 - Truckload	Call for quote



Landscape Structures Inc
2008 Freight Chart
effective 6/23/08

*In addition to orders weighing over 5000 lbs, orders containing any of the following products will require a custom freight quote: Cascade Climber; Cloudburst Slide; Gemini Slide; Hex Roof; Moblus; PlayOdyssey Roof; Super Square Roof; SpyroSlide; Sky Rail; Sway Fun; Thunderhead Climber; Tunnel Slide; any PlaySense structure; 3-Arch Evos; 4-Arch Evos.

**To calculate UPS Charges, multiple the list price of the equipment by the UPS Rate.

Rates quoted are per 100 pounds (CWT)

REP SERVICES - 186	
FL	UPS Rate** 8%
	Rate/CWT
Minimum Charge	\$204.14
Less than 500 lbs	\$108.98
500 - 999 lbs	\$100.83
1,000 - 1,999 lbs	\$81.39
2,000 - 4,999 lbs	\$68.42
5,000 - Truckload	Call for quote

ROCKY MOUNTAIN - 132	
CO	UPS Rate** 9%
	Rate/CWT
Minimum Charge	\$164.99
Less than 500 lbs	\$71.63
500 - 999 lbs	\$60.26
1,000 - 1,999 lbs	\$52.17
2,000 - 4,999 lbs	\$50.03
5,000 - Truckload	Call for quote

ROSS RECREATION - 106	
North CA	UPS Rate** 12%
	Rate/CWT
Minimum Charge	\$223.60
Less than 500 lbs	\$110.25
500 - 999 lbs	\$87.85
1,000 - 1,999 lbs	\$74.51
2,000 - 4,999 lbs	\$64.76
5,000 - Truckload	Call for quote

ROSS RECREATION - 106	
OR	UPS Rate** 10%
	Rate/CWT
Minimum Charge	\$196.91
Less than 500 lbs	\$102.38
500 - 999 lbs	\$81.45
1,000 - 1,999 lbs	\$69.29
2,000 - 4,999 lbs	\$60.26
5,000 - Truckload	Call for quote

SERVICE SUPPLY - 174	
South IN, OH, WV	UPS Rate** 7%
	Rate/CWT
Minimum Charge	\$157.37
Less than 500 lbs	\$75.21
500 - 999 lbs	\$61.90
1,000 - 1,999 lbs	\$52.67
2,000 - 4,999 lbs	\$50.17
5,000 - Truckload	Call for quote

SITE SPECIALISTS - 175	
NY	UPS Rate** 8%
	Rate/CWT
Minimum Charge	\$174.29
Less than 500 lbs	\$86.40
500 - 999 lbs	\$73.11
1,000 - 1,999 lbs	\$60.71
2,000 - 4,999 lbs	\$53.81
5,000 - Truckload	Call for quote

SONNTAG - 141	
UT	UPS Rate** 9%
	Rate/CWT
Minimum Charge	\$190.16
Less than 500 lbs	\$87.87
500 - 999 lbs	\$69.96
1,000 - 1,999 lbs	\$59.48
2,000 - 4,999 lbs	\$51.60
5,000 - Truckload	Call for quote

SONNTAG/PLAYCREATION	
ID	UPS Rate** 9%
	Rate/CWT
Minimum Charge	\$190.15
Less than 500 lbs	\$87.87
500 - 999 lbs	\$69.96
1,000 - 1,999 lbs	\$59.48
2,000 - 4,999 lbs	\$51.60
5,000 - Truckload	Call for quote

SUPERIOR PLAY - 167	
MI	UPS Rate** 9%
	Rate/CWT
Minimum Charge	\$157.14
Less than 500 lbs	\$74.78
500 - 999 lbs	\$61.42
1,000 - 1,999 lbs	\$52.19
2,000 - 4,999 lbs	\$49.42
5,000 - Truckload	Call for quote



Landscape Structures Inc
 2008 Freight Chart
 effective 6/23/08

*In addition to orders weighing over 5000 lbs, orders containing any of the following products will require a custom freight quote: Cascade Climber; Cloudburst Slide; Gemini Slide; Hex Roof; Mobius; PlayOdyssey Roof; Super Square Roof; SpyroSlide; Sky Rail; Sway Fun; Thunderhead Climber; Tunnel Slide; any PlaySense structure; 3-Arch Evos; 4-Arch Evos.

**To calculate UPS Charges, multiply the list price of the equipment by the UPS Rate.

Rates quoted are per 100 pounds (CWT)

LANDSCAPE STRUCTURES	
AL	UPS Rate** 9% Rate/CWT
Minimum Charge	\$151.20
Less than 500 lbs	\$74.85
500 - 999 lbs	\$69.18
1,000 - 1,999 lbs	\$52.71
2,000 - 4,999 lbs	\$43.75
5,000 - Truckload	Call for quote

LANDSCAPE STRUCTURES	
GA	UPS Rate** 9% Rate/CWT
Minimum Charge	\$170.40
Less than 500 lbs	\$85.48
500 - 999 lbs	\$78.93
1,000 - 1,999 lbs	\$63.21
2,000 - 4,999 lbs	\$53.28
5,000 - Truckload	Call for quote

LANDSCAPE STRUCTURES	
KY	UPS Rate** 10% Rate/CWT
Minimum Charge	\$156.56
Less than 500 lbs	\$71.20
500 - 999 lbs	\$65.75
1,000 - 1,999 lbs	\$52.19
2,000 - 4,999 lbs	\$49.16
5,000 - Truckload	Call for quote

LANDSCAPE STRUCTURES	
MS	UPS Rate** 9% Rate/CWT
Minimum Charge	\$208.39
Less than 500 lbs	\$95.76
500 - 999 lbs	\$82.83
1,000 - 1,999 lbs	\$74.05
2,000 - 4,999 lbs	\$71.20
5,000 - Truckload	Call for quote

LANDSCAPE STRUCTURES	
	UPS Rate** 9% Rate/CWT
Minimum Charge	
Less than 500 lbs	
500 - 999 lbs	
1,000 - 1,999 lbs	
2,000 - 4,999 lbs	
5,000 - Truckload	

LANDSCAPE STRUCTURES	
	UPS Rate** 10% Rate/CWT
Minimum Charge	
Less than 500 lbs	
500 - 999 lbs	
1,000 - 1,999 lbs	
2,000 - 4,999 lbs	
5,000 - Truckload	

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 February 2008 by and between MECKLENBURG COUNTY, a North Carolina municipal corporation (the "County") and LANDSCAPE STRUCTURE, 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, 2003 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Commodities 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

- 1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- 2. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Agreement is hereby amended as follows:
 - a. **Updated Pricing Index (referred to as the 2008 Landscape Structure Product Catalogs including Equipment, Site Furnishings, PlaySense, Skatewave, Evos and all applicable component price lists) to reflect manufacturer's price increases and include the addition of new products featured in the catalogs. Price increases average 3.4% for materials. Catalogs are not attached but are incorporated by reference.**
 - b. **Revised Shipping Rates (Exhibit G) to reflect increase of commercial freight carrier fees.**
- 3. 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.
- 4. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

CONTRACT # 040377,06

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.

LANDSCAPE STRUCTURES, INC.

ATTESTED:

By: [Signature]

By: [Signature]

Title: Strategic Alliance Manager

Title: Sales Administrator

MECKLENBURG COUNTY:

By: [Signature]
County/General Manager

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: _____
Finance Director

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

BY: [Signature]
DIRECTOR OF FINANCE

Approved As To Insurance Requirements:

By: _____
Risk Management

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 20th day of March 2007 by and between MECKLENBURG COUNTY, a North Carolina municipal corporation (the "County") and LANDSCAPE STRUCTURE, 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, 2003 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Commodities 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

- 1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- 2. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Agreement is hereby amended as follows:
 - a. **Updated Pricing Index (referred to as the 2007 Landscape Structure Product Catalogs including Equipment, Site Furnishings, PlaySense, Skatewave, Evos and all applicable component price lists) to reflect manufacturer's price increases and include the addition of new products featured in the catalogs. Price increases average 4.5% for materials and labor. Catalogs are not attached but are incorporated by reference.**
- 3. 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.
- 4. In all other respects and expect as modified herein, the terms of the Agreement shall remain in force and effect.

CONTRACT # 040377.05

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.

ATTESTED:

LANDSCAPE STRUCTURES, INC.

By: Juan Hayes

By: Gene M. Jenevick

Title: Sales Administrator

Title: Strategic Alliance Manager

ATTESTED:

MECKLENBURG COUNTY

By: James Spay
County Clerk

By: [Signature]
Gen. County Manager

Approved As To Form:

BY: [Signature]
County Attorney

BY: [Signature]
Park and Recreation Director

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

[Signature]
FINANCE OFFICER

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 10th day of November 2006 by and between MECKLENBURG COUNTY, a North Carolina municipal corporation (the "County") and LANDSCAPE STRUCTURE, 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, 2003 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Commodities 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

- 1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- 2. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Agreement is hereby amended as follows:
 - a. **Revised Installation Costs (Exhibit H) to incorporate new Surfacing Pricing Matrix for the state of Florida only. This pricing is for poured in place rubber surfacing and ForeverLawn, Inc. Extreme Playground Grass.**
- 3. 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.
- 4. 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.

ATTESTED:

LANDSCAPE STRUCTURES, INC.

By: _____

By: _____

Title: _____

Title: _____

ATTESTED:

MECKLENBURG COUNTY

By: _____
County Clerk

By: _____
County Manager

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.

FINANCE OFFICER

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

Contract # 040377.03

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 June 2006 by and between MECKLENBURG COUNTY, a North Carolina municipal corporation (the "County") and LANDSCAPE STRUCTURE, 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, 2003 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Commodities 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

- 1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- 2. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Agreement is hereby amended as follows:
 - a. **Revised Shipping Rates (Exhibit G) to incorporate the commercial freight carriers' regional increases due to escalating fuel costs. Exhibit G attached.**
 - b. **Revised Certified Installers List (Exhibit I) to incorporate new installers and contact information.**
- 3. 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.
- 4. 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.

ATTESTED:

LANDSCAPE STRUCTURES, INC.

By: *Tom Hayes*
Title: Contract Administrator

By: *Sam Jeneviri*
Title: Strategic Alliance Manager

ATTESTED:

MECKLENBURG COUNTY

By: *James Sligh*
County Clerk

By: *Bill Stoltz*
Gen County Manager

Approved As To Form:
BY: *John B. ...*
County Attorney

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

Angela ...
FINANCE OFFICER

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Contract # 040377.02

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 2006 by and between MECKLENBURG COUNTY, a North Carolina municipal corporation (the "County") and LANDSCAPE STRUCTURE, 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, 2003 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Commodities 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

- 1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- 2. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Agreement is hereby amended as follows:
 - a. Updated Pricing Index (referred to as the 2006 Landscape Structure Product Catalog and all applicable component price lists) to reflect manufacturer's price increases and include the addition of new products featured in the catalog. Price increases average 4.5%. Catalog is not attached but is incorporated by reference.
 - b. Revised Skatewave 3.0 price list (2006) to reflect manufacturer's price increase for materials and labor.
 - c. Revised Shipping Rates to incorporate the commercial freight carriers' regional increases due to escalating fuel costs (See Exhibit G)
 - d. Updated Installation Rates per State (revised Exhibit H is attached).
 - e. Remove Certified Installers List from Exhibit I and replace with the following language:

To obtain information about certified installers in your area, please contact Brian Rumpza at LSI: (763) 972-3391 or (888) 4FUNLSI.

3. 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.
4. 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.

ATTESTED:

LANDSCAPE STRUCTURES, INC.

By: *Erub Esalaka*
Title: *CEO*

By: *Janem. Kenewein*
Title: *Strategic Alliance Manager*

ATTESTED:

MECKLENBURG COUNTY

By: *[Signature]*
County Clerk
[Signature]
RISK MANAGEMENT DIVISION

By: *[Signature]*
County Manager

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.

[Signature]
FINANCE OFFICER

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 1st day of February 2005 by and between MECKLENBURG COUNTY, a North Carolina municipal corporation (the "County") and LANDSCAPE STRUCTURE, 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, 2003 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Commodities 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

- 1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- 2. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Agreement is hereby amended as follows:
 - a. Updated Pricing Index (referred to as the 2005 Landscape Structure Product Catalog and all applicable component price lists) to reflect manufacturer's price increases and include the addition of new products featured in the catalog. Price increases average 4% for materials and labor. Catalog is not attached but is incorporated by reference.
 - b. Revised price list for Skatewave products to reflect manufacturer's price increase for materials and labor.
 - c. Revised Shipping Rates to incorporate the commercial freight carriers' regional increases due to escalating fuel costs (See Exhibit G)
 - d. Updated Installation Rates per State (revised Exhibit H is attached).

-
3. 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.
 4. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

CONTRACT # 040377.01

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.

ATTESTED:

LANDSCAPE STRUCTURES, INC.

By: Sad Colub

By: Janem. Donavani

Title: CEO

Title: Strategic Alliance Mgr.

ATTESTED:

MECKLENBURG COUNTY

By: James Slig
County Clerk

By: Bob Shind
Gen. County Manager

Approved As To Form:

By: John G. Pina
County Attorney

Linda Liles
RISK MANAGEMENT DIVISION

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

John G. Pina
FINANCE OFFICER