

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

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

**THIS FIRST 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 1<sup>st</sup> day of January 2018, by and between Kompan, Inc., 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 parties now desire to amend the Contract to make adjustments to unit pricing and 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 First Amendment by reference.
- 2. Defined terms used in this First Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This First Amendment incorporates unit price adjustments as specified in Exhibit A and becomes effective on January 1, 2018.
- 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.

KOMPAN, INC.

BY: [Signature]  
(signature)  
PRINT NAME: KERZIM SMITH  
TITLE: PRESIDENT  
DATE: 27/11/17

CITY OF CHARLOTTE:

BY: [Signature]  
(signature)  
PRINT NAME: Randy Harrington  
TITLE: CFO  
DATE: 12/12/17

CITY OF CHARLOTTE:  
INSURANCE AND RISK MANAGEMENT

BY: [Signature]  
(signature)  
PRINT NAME: Christee Gibson  
TITLE: As Mgr  
DATE: 12/7/17