

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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

THIS SECOND 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 May 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 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 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 Second Amendment by reference.
2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Second Amendment incorporates new products and unit price adjustments as specified in Exhibit A and becomes effective on May 1, 2018.
4. Section 5 of the Contract ("Optional Products and Services") is hereby appended as follows:
 5. *The City and Participating Public Agencies may elect to request quotations for additional products and services not specifically listed in the Company's proposal or this Agreement. The Company shall provide quotations for optional products and services as requested, to provide a full turnkey solution.*
6. 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.
7. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

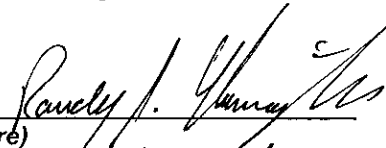
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IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Second Amendment to be executed as of the date first written above.


KOMPAN, INC.

CITY OF CHARLOTTE:

BY: 
(signature)
PRINT NAME: JESPER KRISTENSEN
TITLE: FINANCE DIRECTOR
DATE: 4/10/18

BY: 
(signature)
PRINT NAME: Randy Harrington
TITLE: CFO
DATE: 4/28/18

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: 
(signature)
PRINT NAME: Christlee Gibson
TITLE: Asst Mgr
DATE: 4/26/18