

SECOND AMENDMENT TO SERVICES AGREEMENT

THIS SECOND AMENDMENT (the “Second Amendment”) to the Services Agreement by and between the Village of Estero, FL (“Client” or “Village”) and Kemper Sports Management, LLC (“KSM”) dated as of June 18, 2025 (“Agreement”), as amended, is made and entered into as of June 17, 2026 (the “Second Amendment Effective Date”), by and between Client and KSM.

W I T N E S S E T H:

WHEREAS, Client and KSM entered into the Agreement in connection with the provision of services related to the operations of the Estero Sports Complex located in Estero, FL (the “Facility”); and

WHEREAS, Client and KSM now desire to add to the scope of services and to revise the compensation as further set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, the Parties hereto agree as follows:

1. Services. Section 1 “Services” of the Agreement is hereby amended to add the following to the end of that section:

“Beginning on June 1, 2026 and continuing through May 31, 2027, the Services shall also consist of the services as more fully described in **Exhibit A** (the “River Park Services”) in connection with the Estero River Park (the “River Park”).”
2. Compensation and Payments. Section 4 “Compensation and Payments” is hereby amended by adding the following as a new second paragraph in that section:

“In addition to above, Client agrees to pay KSM a monthly fee of **\$4,682** (the “River Park Services Fee”) for the River Park Services. The Services Fee and the River Park Services Fee are herein collectively referred to as the “Services Fee”. All out of pocket expenses, including any operating expense of the River Park-incurred by KSM as a result of providing the Services will be passed through to the Client at no mark-up.”
3. Exhibit A – “River Park Services”. Exhibit A “River Park Services” attached hereto is hereby added to the Agreement as a new exhibit.
4. Full Force and Effect. Except as otherwise specifically modified herein all other provisions of the Agreement shall remain in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date
Second Amendment Effective Date.

KEMPER SPORTS MANAGEMENT, LLC

VILLAGE OF ESTERO, FL

By: _____
Steven K. Skinner
Chief Executive Officer

By: _____
Name: _____
Title: _____

Exhibit A

River Park Services

This Exhibit A is attached to and made part of the Agreement between Client and KSM. The following outlines the scope of the River Park Services to be provided by KSM under the Agreement.

RIVER PARK SERVICES

I. Monitoring General Park Operations

- Daily opening and closing of the park by locking and unlocking park entrance gate
- Routine site walkthroughs and visual inspections during operational visits, as well as the monitoring of overall park conditions and guest experience in order to report back status to Village
- Coordination of operational schedules and service vendors

II. Visual Inspection of Walking Trails & Passive Recreation Areas

- Daily walkthrough and visual inspection of the nature trail and pathways
- Monitoring trail conditions for guest safety, debris, drainage issues, or maintenance concerns
- Weekly documented review of trail conditions and operational observations

III. Coordination of Landscape & Grounds Maintenance Providers

- Coordination and oversight of landscape maintenance vendor
- Monitoring overall site cleanliness and grounds conditions
- Reporting maintenance concerns or unsafe conditions

IV. Coordination of Restroom & Facility Maintenance Providers

- Coordination and oversight of third-party restroom cleaning services
- Monitoring restroom cleanliness and supply levels
- Reporting maintenance or repair needs

V. Coordination of Trash & Recycling Services Providers

- Coordination and oversight of third-party trash removal services
- Monitoring receptacles and collection areas

VI. River Park Services Exclusions. The River Park Services are specifically as enumerated above and do not include the following:

- Active recreation programming
- River Park security, including without limitation, dedicated law enforcement or security staffing
- Event management and programming unless separately contracted
- Food and beverage operations

- Sponsorship, advertising, or retail operations
- The selection, hiring, contracting, or payment of any third party service providers for security, maintenance, trash collection and/or any other service provision at the River Park.
- Responsibility or liability for the acts or omissions of third party service providers including without limitation failure to provide contracted services or any loss, liability or damage associated with services provided by such third party service providers.
- The correction or remediation of any maintenance, repair, safety, trash removal or other condition at the River Park, it being understood that the foregoing remain the obligation of the Village.

The parties acknowledge and agree that KSM shall not be responsible for any delay or failure to complete Services during the Term to the extent such delay or failure is caused by circumstances beyond KSM's reasonable control, including but not limited to delays in obtaining permits or approvals, acts or omissions of third parties, weather events, labor shortages, supply chain disruptions, changes in laws or regulations, or other force majeure events. No such delay shall constitute a breach of this Agreement, and the parties agree to work cooperatively in good faith to adjust the schedule as reasonably necessary to complete the Services.