

RFP210140BAG
Tourism Advertising, Program Planning, Creation, and Implementation
MMGY Global, LLC - Amendment No. 5

FIFTH AMENDMENT OF THE AGREEMENT FOR VCB TOURISM ADVERTISING,
PROGRAM PLANNING, CREATION, AND IMPLEMENTATION

THIS FIFTH AMENDMENT OF THE AGREEMENT FOR TOURISM ADVERTISING, PROGRAM PLANNING, CREATION, AND IMPLEMENTATION (["Amendment"]), made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and MMGY Global, LLC, a Missouri limited liability company authorized to conduct business in the state of Florida (["Vendor"]), collectively, the ["Parties"]

WHEREAS, the County entered into an Agreement for Tourism Advertising, Program Planning, Creation and Implementation, through Solicitation RFP210140BAG, with the Vendor on the 9th day of September, 2021 (["Agreement"]); and,

WHEREAS, after execution of the Agreement it was determined that it would be in the Parties' best interest to specify the line items budget codes to be billed in the Exhibit B. FEE SCHEDULE for each task listed in the Exhibit A. SPECIFICATIONS OR SCOPE OF SERVICES and elaborate on the definitions of Lump Sum and Not-to-Exceed billing within the Exhibit B. FEE SCHEDULE, to avoid ambiguities or confusion during approval of payment invoices; and,

WHEREAS, the Parties desire to enter into this Fifth Amendment to add definitions for Lump Sum and Not-to-Exceed billing in the Exhibit B. FEE SCHEDULE and add language to the tasks listed in the Exhibit A. SPECIFICATIONS OR SCOPE OF SERVICES to specify the line items budget codes to be billed in the Exhibit B. FEE SCHEDULE for each task.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The Parties agree that effective immediately upon full execution of this Amendment the Exhibit A. SPECIFICATIONS OR SCOPE OF SERVICES shall be superseded by:

1. GENERAL SCOPE

1.1 The Vendor shall be the principal advisor and provider to the County's Visitor & Convention Bureau (VCB) for the following services:

- 1.1.1. Development and implementation of an integrated strategic advertising plan
- 1.1.2. Creative strategy, creation and production of all advertising materials including but not limited to print, broadcast, web/interactive, social media, out-of-home, collateral, and trade show displays
- 1.1.3. Development and coordination and placement of media plans
- 1.1.4. Brand marketing/stewardship
- 1.1.5. Creation and implementation of cooperative advertising programs
- 1.1.6. Development of proactive promotions in order to stretch the reach of the advertising budget

1.2 The County shall have the right of final review and approval over all creative concepts, materials or other creative print or electronic productions produced by the Vendor. County approval(s) shall be provided to the Vendor in a timely manner.

2. TASKS

2.1 The Vendor shall perform all services and work necessary to complete the following tasks and provide the following items. The County reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement.

The fees for these services will be covered by the monthly retainer, defined as tasks that are billed within the following fiscal budget codes: 1.01, 1.03a, 1.05a, 1.05b, 1.05c, 1.05d, 1.05e and 1.05f. All other not-to-exceed fiscal budget tasks are based on approval by the County. Additional services will be mutually agreed upon in writing by both parties and hourly rates detailed on approved estimates for invoicing.

2.1.1 **Program Management and Review:** Vendor will regularly review the overall composition of the advertising and sales promotional efforts and suggest program additions and/or modifications that will enhance program performance. Any changes in the advertising program resulting from these reviews must be implemented within the limits of the budget, compensations, and schedule established in the Agreement. Vendor will meet with County on a regular basis and attend meetings or industry functions deemed appropriate by the County. County shall have the right of approval of all work done by the Vendor and the Vendor will make revisions subject to County recommendations in this Task.

- a. **Market Situational Analysis:** Vendor will examine all circumstances that will affect tourism to Lee County in 2021-2024 as they relate to past and present conditions of tourism to Lee County. This Task shall include but is not restricted to, trends in growth, tax collections, deplanements and significant political, environmental, legal and financial variables. Vendor will also study the relative performance of the past and present advertising campaigns with respect to a list of competitive destinations, developed and mutually accepted by the County and Vendor. This information will be used as a base for development of Tasks 1b-j, 2, 3, 4, 5a-e and 6. All professional services of the Vendor provided in the execution of this Task will be billed within fiscal budget code 1.01.

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- b. Determine Target Markets: To be based on statistical information provided in quarterly reports as provided by the County's research contractor and data provided by the Lee County Port Authority. The Vendor will coordinate with County to define target markets with respect to geographic, demographic, and psychographic variables domestically and internationally. All professional services of the Vendor provided in the execution of this Task will be billed within fiscal budget code 1.01.
- c. Determine Program Performance Goals: Vendor will define the performance goals for the overall advertising and promotions program, including the forecasting of consumer, trade inquires, and website traffic. The County shall have the right of approval of all work done by the Vendor and Vendor will make revisions subject to County recommendations. All professional services of the Vendor provided in the execution of this Task will be billed within fiscal budget code 1.01.
- d. Determine Advertising Strategy: Vendor will develop and recommend a specific consumer and trade advertising strategy with reference to the market situation analysis and target market(s). This shall include a creative strategy that will specify how advertising should be developed and a media strategy which will deliver the County's message to the target market(s) in the most efficient and effective manner. County shall have the right of approval of all work done by the Vendor and Vendor will make revisions subject to County recommendations. All professional services of the Vendor provided in the execution of this Task will be billed within fiscal budget code 1.01.
- e. Development and Management of Media Plan: Vendor will draft and submit a recommended media (advertising) plan and schedule incorporating the optimum media mix against the target markets. Vendor will develop and submit the recommended plan covering the period October 1, 2021 through September 30, 2022. The media plan will be developed on an annual basis for the following subsequent fiscal years: October 1, 2022 through September 30, 2023 and October 1, 2023 through September 30, 2024. County shall have the right of approval of all work done by the Vendor and Vendor will make revisions subject to County recommendations. Vendor will review the performance of the advertising placed in the approved media plan on a monthly basis including the analysis of inquires on a current -month, year-to-date and to the approved media plan that may be deemed appropriate because of the changes in the market situation, competitive position or lack of effectiveness by ads. Upon approval by the County, Vendor will implement changes deemed necessary to the advertising program. All professional services of the Vendor provided in the execution of this Task will be billed within fiscal budget code 1.01.
- f. Development and Management of Program Budget: Vendor will draft and submit a recommended annual program budget including advertising space/time, ad production, collateral, and support promotional elements covering the following periods: October 1, 2021 through September 30, , 2022, October 1, 2022 through September 30, 2023, and October 1, 2023 through September 30, 2024. County shall have the right of approval of all work done by the Vendor and Vendor will make revisions subject to County recommendations. The program budget will be

developed each year, subject to County's tourism marketing budget allocation. All professional services of the Vendor provided in the execution of this Task will be billed within fiscal budget code 1.01.

- g. **Creative Concepting, Production Supervision and Traffic:** As appropriate, Vendor will develop and submit several alternative creative concepts based on a comprehensive creative work plan approved by the client. The creative time incurred to develop the concepts will be billed within fiscal budget code 1.03a. County shall have the right of approval of all work done by the Vendor and Vendor will make revisions subject to County recommendations. Upon approval of one of the concepts, the selected creative will be further developed through final execution. Professional services of the Vendor provided in the execution of this Task will be billed within fiscal budget code 1.03 at the rates shown in Exhibit B section 1. Additional services provided by the Vendor professionals identified in Exhibit B section 2 will be estimated, scoped, and approved by County according to the corresponding Rate Card in Exhibit B section 2 and will be billed upon completion.
- h. **Development of Cooperative Advertising Program:** The Vendor will develop, in cooperation with County, budget enhancing partnerships. Vendor will concept, develop and implement all national and international co-operative advertising programs under this Task. Vendor will concept and develop an annual local market co-operative advertising program under this Task and all professional services of the Vendor involved in this program development will be billed within fiscal budget code 1.01.
- i. **Database and Fulfillment Management:** The Vendor will oversee the development of the County's database from all consumer leads generated (phone, mail, electronic.) Vendor will produce various reports including the fulfillment inquiry report, Tourism Development Council (TDC) fulfillment inquiry report, fulfillment mailing report and other specialized reports that may be needed to facilitate the fulfillment and tracking process. Vendor will act as liaison between the call center, fulfillment house, County and Vendor. All professional services of the Vendor provided in the execution of this Task will be billed within fiscal budget code 1.01.
- j. **Research Analysis and Recommendations:** Using the research provided by the County's research company of record and any other data providers identified by the County, Vendor will analyze the data and make recommendations necessary to complete the tasks outlined in 2.1.1a-i. All professional services of the Vendor provided in the execution of this Task will be billed within fiscal budget code 1.01.

2.1.2 Public Relations and Promotions Program Management: The Vendor, working with County staff, will develop and assist in implementation of a communications plan and strategy. The Vendor will secure awareness building opportunities for the County through programs such as contests, promotions, familiarization tours, or special events, etc. As part of leveraged media negotiations, the Vendor will handle the implementation of these programs to maximize exposure. All professional services of the Vendor provided in the execution of this Task will be billed within fiscal budget code 1.02, while costs associated with these contests, promotions, or special events, etc., will be billed to this Task at actual net cost with proper documentation. International PR support and use of international affiliates will be billed to fiscal budget code 1.02 as approved by County.

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2. **Creative Production:** The Vendor will arrange, coordinate, supervise, and, where applicable, perform the production of all required collateral materials which shall include but may not be restricted to the preparation of layouts, copywriting, photography/illustrations, to the stage of the finished product. County shall have the right of approval of all work done by the Vendor and Vendor will make revisions subject to County recommendations of this Task. Professional services of the Vendor provided in the execution of this Task will be billed within fiscal budget code 1.03 at the rates shown in Exhibit B section 1. Additional services provided by the Vendor Professionals identified in Exhibit B Section 2 will be estimated, scoped, and approved by County according to the corresponding Rate Card in Exhibit B Section 2 and will be billed upon completion. Other costs associated with collateral production (photography, videography, copying, printing, etc.), will be billed to this Task at actual net cost with proper documentation.

The County retains the right to exercise direct purchase of printing services from other vendors for brochures or other printed goods.

3. **Media Plan Implementation:** Vendor will arrange, coordinate, supervise, and implement the purchase of advertising media per the plan, including the issuance of purchase authorizations for County approval, media orders and submission to County of tear sheets, affidavits, third-party digital ad server reports, or other proof of performance with invoicing. All professional services of the Vendor provided in the execution of this Task will be billed within fiscal budget code 1.01. All media will be billed to fiscal budget code 1.04 at actual net cost with proper documentation provided to the County.

The Vendor will coordinate, in cooperation with County, budget enhancing programs through the use and implementation of co-operative marketing programs, leveraged media negotiations and promotions. The goal of \$3,500,000 in additional exposure for the County shall be generated in partnership with the County. Programs shall be undertaken in appropriate target markets with prior approval by the County. All revenue generated as a result of the local market co-operative advertising program will either be credited against the media plan expenses or utilized to expand the media plan.

4. **Interactive Services Program Management:** The Vendor will guide development and implementation of the County's web sites and integrated internet and digital marketing plan.
 - a. **Website:** Vendor is responsible for overseeing the structure and architecture of the sites, and maximizing and enhancing the performance of the sites. Professional services provided by the Vendor in the execution of this Task will be billed within fiscal budget code 1.05a.
 - b. **Search Marketing:** Vendor is responsible for the development and execution of the County's search marketing plan designed to improve volume and quality of traffic to the website including organic optimization, reciprocal link alliances and paid placement. All professional services of the Vendor provided in the execution of this Task will be billed within fiscal budget code 1.04b. All other costs associated with this plan will be billed to this fiscal budget code with proper documentation provided to the County.

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- c. **Social Media:** Vendor will provide strategic input and oversight of the County's social media program through the following Tasks:
 - i. Coordination of Social Promotions, defined as social media campaigns, initiatives, and special projects that do not include daily channel management and reporting. Professional services of the Vendor provided in the execution of this Task will be billed within fiscal budget code 1.02.
 - ii. Channel Management and Reporting of all social media channels. Professional services of the Vendor provided in the execution of this Task will be billed within fiscal budget code 1.05c.
 - iii. Paid Social Media Program Management, where Vendor plans, buys, and services the paid social media advertising. Professional services of the Vendor provided in the execution of this Task will be billed within fiscal budget code 1.05.
 - iv. Paid Social Media Advertising, billed at actual net cost within fiscal budget code 1.04a with proper documentation provided to the County.
 - v. Services provided by the Vendor Professionals identified in Exhibit B Section 2 (Influencer Manager, Social Producer, and Social Promotions Manager) are as-needed, additional services and will be estimated, scoped, and approved by County according to the corresponding Rate Card in Exhibit B Section 2 and will be billed upon completion.
 - d. **Electronic Client Relationship Management (eCRM):** Vendor will manage the deployment, database management and coordination for email campaigns, with a focus on segmentation and optimization. Vendor staff services required to complete creative and strategy tasks will be billed within fiscal budget code 1.05b. All costs related to deployment of eCRM to include license/platform expenses and email sends as approved by the County will be billed to fiscal budget code 1.05 with proper documentation provided to the County.
 - e. **Organic Optimization:** The vendor is responsible for the search engine optimization of the County's tourism marketing website(s). All professional services of the Vendor provided in the execution of this Task will be billed within fiscal budget code 1.05d.
 5. **Measurement:** Vendor will develop a customized mechanism to measure the performance of the advertising. Monthly results and analysis reports will be provided to the County. All costs associated with the measurement model and professional services of the Vendor provided in the execution of this Task will be billed within fiscal budget code 1.06.
 6. **Shipments of Material, Travel and Miscellaneous Expenses:** Vendor will coordinate and supervise shipment of all advertising and collateral materials, whether conceptual or in a produced format, via a licensed, bonded common freight carrier/courier. Vendor agrees to ship all brochures and print materials at cost. All billable miscellaneous expenses include items such as copies and travel incurred on County behalf will be billed to this Task. All costs will be billed within fiscal budget code 1.07 at actual net cost with proper documentation provided to the County.

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7. Research: Includes quarterly participation in Portrait of the American Travelers. Vendor will provide both pre-release national top-line data in addition to destination specific research and analysis. All professional services of the Vendor provided in the execution of this Task will be billed within fiscal budget code 1.06.
8. Special Projects: Upon direction from the County, Vendor may be called upon to assist with special projects that enhance the County's marketing effort. All special projects will be estimated, scoped, and approved by County according to the corresponding Rate Card in Exhibit B Sections 1 and 2. All costs will be billed upon completion within the appropriate corresponding fiscal budget code at actual net cost with proper documentation provided to the County.

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2. The Parties agree that effective immediately upon full execution of this Amendment the Exhibit B. FEE SCHEDULE shall be superseded by:

EXHIBIT B 7 FEE SCHEDULE

1. COMPENSATION

- 1.1 This Exhibit, including the fees contained herein, shall be renegotiated annually and replaced in its entirety by an amendment executed by both parties.
- 1.2 For all services and work products described in Exhibit A, the County agrees to pay the Vendor as provided below for the first year of the Agreement. Total payments under this Agreement for the first year shall not exceed \$14,059,715 ; however, the fees allocated to each Task below may be adjusted by the County in order to best take advantage of current market conditions.
- 1.3 The Vendor shall invoice the County monthly and each Task shall be invoiced separately.
- 1.4 Any financial or other obligations made by the Vendor on behalf of the County of which the County has or will be compensating or reimbursing the Vendor are required to be paid by the Vendor within a timeframe not to exceed thirty (30) calendar days from receipt of the invoice for the designated services from the County.
- 1.5 Fees provided for within the final Agreement shall be renegotiated annually and shall be replaced in its entirety by an amendment to the Agreement executed by the County and the Vendor.

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FY25-26 Budget
October 1, 2025 - September 30, 2026

Task #	Description	FY25-26	Basis of Compensation
1.01	Agency Fee	\$1,824,000	LS (MONTHLY)
1.02	Public Relations & Promotions	\$555,000	NTE
1.03	Creative Production	\$516,640	NTE
a.	Content Strategy and Asset Development	\$108,000	LS (MONTHLY)
1.04	Media Plan Implementation	\$8,139,876	NTE
a.	Paid Social	\$750,000	LS (QTRLY)
b.	Paid Search	\$750,000	LS (MONTHLY)
c.	Co-op Reinvestment in Media	(\$200,000)	NTE
1.05	Interactive Services Program Management	\$681,599	NTE
a.	Website support, maintenance	\$160,000	LS (MONTHLY)
b.	eCRM -project management	\$100,800	LS (MONTHLY)
c.	Social Media -channel management and reporting	\$180,000	LS (MONTHLY)
d.	Website -organic optimization	\$20,000	LS
e.	ControlTower - data mapping and management	\$75,000	LS (MONTHLY)
f.	Integrated Digital Promotion	\$30,000	NTE
1.06	Research/Measurement & Reporting	\$311,300	LS (QTRLY)
a.	Zartico Test Measurement	\$27,500	NTE
1.07	Reimbursable Costs: <i>Pre-approved travel, phone, copies, shipping; all at net</i>	\$30,000	NTE
Total:		\$14,059,715	

BASIS OF COMPENSATION DEFINITIONS:

- **LS (Lump Sum):** Compensation paid as a fixed fee for a defined scope of services or deliverable. Lump Sum fees shall be invoiced in accordance with the billing frequency identified in the Fee Schedule (e.g., Monthly or Quarterly) and are not based on hourly rates or actual time expended.
- **NTE (Not to Exceed):** Compensation for the applicable Task or subtask shall not exceed the maximum amount identified in the Fee Schedule. The County reserves the right to adjust budget allocations among Tasks to best meet business needs and take advantage of current market conditions, provided the total compensation does not exceed the approved budgeted amount.

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(1) Project Position or Classification (Function to be Performed)	(2) Hourly Rate to Be Charged
<u>EXECUTIVE</u>	
CEO	\$350.00
President	\$325.00
COO	\$325.00
<u>STRATEGY, DATA STRATEGY & MEASUREMENT</u>	
SVP, Data Strategy	\$250.00
Director, Data Management	\$175.00
Senior Brand Strategist	\$175.00
Supervisor, Performance Analyst	\$150.00
Performance Analyst	\$135.00
Associate Performance Analyst	\$125.00
<u>RESEARCH</u>	
EVP, Global Strategy	\$300.00
SVP, Research & Insights	\$250.00
Director, Market Research	\$200.00
Senior Market Research Analyst	\$175.00
Market Research	\$150.00
<u>ACCOUNT MANAGEMENT</u>	
SVP, Account Management	\$250.00
VP, Group Account Director	\$200.00
Group Account Director	\$175.00
Account Director	\$150.00
Account Supervisor	\$135.00
Senior Account Executive	\$125.00
Account Executive	\$100.00
Account Coordinator	\$85.00
<u>CREATIVE</u>	
VP, Executive Creative Director	\$250.00
Group Creative Director	\$225.00
Director, Engagement Planning	\$175.00
Associate Creative Director	\$200.00
Creative Director	\$200.00

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Senior Art Director	\$175.00
Senior Interactive Art Director	\$175.00
Senior Copywriter	\$175.00
Art Director	\$150.00
Copywriter	\$150.00
Junior Art Director	\$125.00
Junior Copywriter	\$125.00
Senior Production Artist	\$125.00
Graphic Designer	\$100.00
Production Artist	\$85.00
Director, Editorial Services	\$150.00
Copy Editor	\$125.00
Narrative Specialist	\$125.00
Proofreader	\$85.00
<u>TECHNOLOGY SOLUTIONS</u>	
VP, Marketing Technology	\$200.00
VP, Web Design & Content Strategy	\$200.00
User Experience Designer	\$175.00
Quality Assurance Analyst	\$100.00
Business Analyst	\$150.00
Interactive Art Designer	\$125.00
Solutions Architect	\$175.00
Lead Developer	\$165.00
Lead Interactive Developer	\$125.00
Developer	\$150.00
Manager, PMO	\$165.00
Senior Project Manager	\$150.00
Project. Manager	\$125.00
Interactive Web Developer	\$150.00
Content Coordinator	\$85.00
Content Specialist	\$60.00
Email Marketing Supervisor	\$150.00
Email Marketing Program Manager	\$125.00
Email Marketing Coordinator	\$85.00

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MEDIA	
SVP, Media Strategy	\$250.00
VP, Group Media Director	\$200.00
Group Media Director	\$175.00
Media Director	\$175.00
Associate Media Director	\$175.00
Media Supervisor	\$165.00
Senior Media Planner	\$150.00
Media Planner	\$135.00
Senior Media Manager	\$135.00
Media Buyer	\$125.00
Associate Media Manager	\$100.00
Media AdOps Coordinator	\$85.00
Manager of Search	\$150.00
Search Specialist	\$125.0
PUBLIC RELATIONS & EXPERIENTIAL MARKETING	
EVP, Managing Director	\$300.00
SVP, Public Relations	\$275.00
VP, Public Relations	\$250.00
Senior Account Director	\$225.00
VP, Experiential Marketing & Production	\$200.00
Account Director	\$200.00
Account Supervisor	\$175.00
Senior Account Executive	\$165.00
Account Executive	\$150.00
Account Coordinator	\$125.00
SOCIAL MEDIA	
VP, Social Media and Content Strategy	\$250.00
Director, Social Media	\$200.00
Social Media Specialist	\$175.00
Social Media Creative	\$150.00
Social Media Senior Social Manager	\$165.00
Social Media Manager	\$150.00
Social Community Manager	\$125.00

2. ADDITIONAL SERVICES

In the event that the County requests additional services from the Vendor as provided in the Additional Purchases section of this agreement, and the additional services are mutually agreed upon in writing by both parties, the following personnel rates shall be used as the basis of compensation for such services.

VP, Production Services	\$175.00
Director of Video Production	\$150.00
Videographer/Editor	\$150.00
Studio Manager	\$125.00
Producer	\$125.00
Influencer Manager	\$150.00
Social Producer	\$150.00
Social Promotions Manager	\$150.00

When the Vendor's compensation is based on an hourly rate for professional and/or technical personnel, the Vendor shall, in addition to such hourly rates as are set forth herein, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs for travel, networking, entertainment familiarization tours, and promotional expenses.

All approved expenses will be reimbursed at actual cost except for meals and incidentals associated with travel expenses. Meals and incidental expenses shall be reimbursed at the per diem rates established by the General Services Administration.

Lodging

Accommodation reservations will be made by the Vendor in a timely manner in order to obtain the best rates possible.

Transportation

- ☑ Air travel requires prior authorization by the County and a travel approval form must be submitted with the reimbursement request for such expenses. The County will reimburse approved air travel for economy class only. Air travel must be booked by the Vendor within five (5) business days of receiving travel approval from the County.
- ☑ Actual receipts for all ground transportation are required. This includes vehicle rental (rental, insurance and fuel charges), taxi service, train tickets, rail passes, busses, etc.
- ☑ Man-hours spent in travel time to and from work or the job site(s), are not compensable.

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IN WITNESS WHEREOF, this Fifth Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto. Each individual signing this Amendment directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Amendment on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding amendment on behalf of such party with respect to the matters contained herein and as stated herein.

DATED 7/28/2026 | 4:40 AM EDT by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

Signed by:

Pamela Johnson

BY: 33DB0D6BD07B4A...

Pamela Johnson

Director, Visitor and Convention Bureau, on
behalf of the Board of County
Commissioners

APPROVED as to Form for the Reliance of
Lee County Only

Signed by:

Andrea Fraser

BY: 4AD619AEB78C455...

County Attorney's Office

DATED this 22 day of July, 2026 by MMGY Global, LLC

ATTEST:

BY: [Signature]

Authorized Signature

[Signature]

(Witness)

Misti Borchers

[Signature]

Authorized Signature Printed Name

CFO

Authorized Signature Title

CORPORATE SEAL: