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RESTATED FIRST ADDENDUM TO THE MANAGEMENT SERVICES AGREEMENT EAGLE LANDING GOLF CLUB AND AMENITY FACILITIES

This FIRST ADDENDUM (the "Addendum") is made and entered into the 19th day of January, 2026, and hereby amends the MANAGEMENT AGREEMENT between South Village Community Development District and Honours Golf Company, LLC dated July 31, 2018.

RECITALS

WHEREAS, Section II of Exhibit B of the Agreement provides that the Owner may elect to add additional services to this Agreement upon mutual agreement by the Owner and the Manager, as confirmed in a written addendum; and

WHEREAS, the Owner desires to provide additional clarity to existing requirements of the Agreement, and the Manager agrees to the same; and

WHEREAS, the Owner and Manager previously entered into a First Addendum for this purpose, but now propose to clarify the terms included in the First Addendum with this Restated First Addendum; and

WHEREAS, the Owner and Manager each have the requisite authority to execute this Restated First Addendum and to perform its obligations and duties hereunder, and each of the Parties has satisfied all conditions precedent to the execution of this Restated First Addendum so that this Restated First Addendum constitutes a legal and binding obligation of each of the Parties hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this First Addendum.

2. AMENDMENTS. The Agreement is hereby amended as follows:

A. The Agreement is hereby amended by deleting the language indicated by strikethrough text (indicated textually in the same manner as the following example: ~~stricken text~~), and inserting the language indicated by underlined text (indicated textually in the same manner as the following example: <u>underlined text</u>) as set forth herein:

B. Section 3.2 shall be amended to add subsection (e) as follows:

(e) <u>The Annual Plan shall be submitted to the Owner no later than August 31st of each year and shall at a minimum include the following components:</u>

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(i) Staffing Plan. The Annual Plan shall include a staffing plan relating to the provision of the Scope of Work to the Owner. The initial staffing plan shall be incorporated into this First Addendum as Exhibit A. Such staffing plan shall include:

1. Organizational Chart for all positions and employees providing services under the Management Agreement;
2. Position descriptions including specific duties and expectations for all positions; and
3. Anticipated number of hours and wages for use in Owner's Budget

(ii) Facilities Inspection Report. The Manager shall develop and implement a facilities inspection program and issue an annual report in a format to be agreed upon by the parties that describes the safety, functionality, and maintenance status of each of the Owner's main operational areas. Topics may include interior and exterior conditions, plumbing, electrical and HVAC systems, equipment, and plans to address any irregular findings. Recommendations to repair or replace certain items should be included in the Annual Plan and Budget. Owner shall have the sole discretion as to whether repair or replace such items and shall be solely responsible for the costs associated therewith. If Owner determines not to follow a recommendation by Manager as outlined herein, Owner shall indemnify and hold harmless Manager from any third party claims directly or indirectly arising therefrom as outlined in Section 13.2 of this Agreement.

(iii) Management Goals and Objectives. Proposed Management Goals and Objectives must include, but are not limited, the following:

1. Profit Goals for Restaurant and Club in a metrics agreed upon by the parties;
2. Capital Improvements or Repairs;
3. Operating Procedures;
4. Recreational Programing; and
5. Staff Training

All management goals and objectives should be supported by quantifiable benchmarks (e.g., revenue, efficiency gains, customer satisfaction, membership increase, number of rounds played, etc.) to allow for the tracking of completion of the goals and objectives. In the event the Management Company fails to meet the agreed upon benchmarks and/or goals and objectives, the Parties shall meet to discuss the reasons for the underperformance and to develop appropriate action plans. Consistent failure to meet benchmarks, goals and objectives shall be grounds for an Event of Default, subject to the notice and cure provisions set forth herein.

C. Section 3.4 shall be amended to add subsections (d) and (e)as follows:

(d) Manager shall ensure that all managers are familiar with all laws and regulations material to the performance of their positions, and all employees are familiar with Manager and Owner-adopted policies, procedures, rules, rates, and fees related to their position.

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Manager shall ensure managers and employees operate in compliance with all applicable laws, regulations, policies, procedures, rules, rates, and fees.

(e) If Owner is not satisfied with the performance of an employee, the board of supervisors shall notify Manager, and Manager shall take appropriate action. Consistent failure to address such concerns shall be grounds for an Event of Default, subject to the notice and cure provisions set forth herein.

D. Section 3.6 shall be amended as follows:

(b) Manager shall, on behalf of Owner, administer the overall charge structure of the Facilities as approved by the Owner, including but not limited to, membership fees, trail fees, golf green and cart fees, golf club rentals, and food and beverage charges. If Manager is negligent in its administration of the charge structure and fails to make diligent efforts to collect outstanding fees and charges, such negligence shall be grounds for an Event of Default, subject to the notice and cure provisions set forth herein.

E. Paragraph 17 is added as follows:

17. ESTABLISHMENT OF PLANS AND PERFORMANCE BENCHMARKS

17.1 ***Resident Satisfaction Survey.*** The Manager shall create and distribute a satisfactory survey to all current full golf members and all district residents currently registered with the amenities center. The survey shall be delivered via electronic means with results collected and provided in summary to the Owner no later than July 31st of each fiscal year.

17.2 ***Performance Review.*** The Manager shall provide to the Owner the following to ensure the mutual identification of Owner goals and objectives and the performance towards meeting the same:

(a) Annual Year In Review. The Manager shall generally provide to the Board a showing of how the goals and objectives established in the Annual Plan were achieved or addressed if not achieved. The Annual Year in Review shall be provided to the Owner by December 1 of each year, and at a minimum contain:

(i) A comprehensive review of all functional segments of services (including the Aquatics Center, Athletic Center, Cafe, Cabana Bar, Golf Pro Shop, Restaurant (front and back of house), Vendor management, Accounting, Maintenance).Off-site personnel from the Manager shall be involved in the review.

(ii) Status as to completion of established goals and objectives;

(iii) Recommendations as to improved general practices and optimization of efficiencies;

(iv) Recommendations as to amenities programming and related staffing levels and access control protocols;

(v) Proposed changes to operational policies and procedures; and

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(vi) Responses to any areas of significant concern identified in the Resident Survey results.

(b) Quarterly Report. The Manager shall provide on a quarterly basis:
(i) Updated budget summary.
(ii) Quarterly Labor Report. The Manager shall deliver a labor report to the Owner at the end of each fiscal quarter. The report shall include total labor amounts and include a breakdown of costs to a level agreed upon by the Manager and the Owner.
(iii) Status report on goals and objectives identified in the Annual Report.

(c) Monthly Report. The Manager shall provide on a monthly basis:
(i) Operations Report;
(ii) Profit and loss statement;
(iii) Membership and usage summary
(iv) Current state of repairs

F. Paragraph 18 to Exhibit B is added as follows:

18. COMPLIANCE WITH LAWS

18.1 E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Manager shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Manager has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Manager represents that no public employer has terminated a contract with the Manager under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

18.2 COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The Manager agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

18.3 STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Manager acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

(i) Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
(ii) Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
(iii) Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with*

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scrutinized companies;

(iv) Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*;

(v) Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*; and

(vi) Section 787.06(13), *Florida Statutes*, titled *Human Trafficking*.

Manager acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

Manager acknowledges that the District may terminate this Agreement if the Manager is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Manager certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Manager shall immediately notify the District. By entering into this Agreement, Manager agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

3. EFFECT ON FIRST AMENDMENT. This Restated First Amendment amends and restates, in its entirety, and replaces, the First Amendment in full.

IN WITNESS WHEREOF, the parties have caused this First Addendum to be executed on the day and year first above written.

OWNER:

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT

Signed by:

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By: Christopher Payton
Its: Chairman

MANAGER:
HONOURS GOLF COMPANY, LLC

By: Jeff Hansen
Its: Secretary