

TEE TIME AND TRAIL PASS SERVICES AGREEMENT

This **TEE TIME AND TRAIL PASS SERVICES AGREEMENT** (“Agreement”) is made effective the ____ day of _____, 2021 (the “Effective Date”), by and between:

The Villages of Lake-Sumter, Inc., a Florida corporation, whose address is 3619 Kiessel Road, The Villages, Florida 32163 (“VLS”);

The Villages Operating Company, a Florida corporation, whose address is 3619 Kiessel Road, The Villages, Florida 32163 (“VOC”);

The Villages Land Company, LLC, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, Florida 32163 (“VLC”);

The Villages Land Operating Company, LLC, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, Florida 32163 (“VLOC”);

The Villages Development Company, LLC, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, Florida 32163 (“VDC”);

The Villages Development Operating Company, LLC, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, Florida 32163 (“VDOC”);

Village Center Community Development District, a local unit of special-purpose government, whose address is 984 Old Mill Run, The Villages, Florida 32162 (“VCCDD”); and

Sumter Landing Community Development District, a local unit of special-purpose government, whose address is 984 Old Mill Run, The Villages, Florida 32162 (“SLCDD”).

Each of the foregoing parties to this Agreement is referred to as a “Party”, and collectively, the “Parties”.

RECITALS

A. VLS owns executive golf facilities in portions of The Villages® community (the “Community”) located south of State Road 44 in the Village of Fenney.

B. VOC owns championship golf facilities in portions of the Community located north of State Road 44, and also provides tee time reservation services to golf facility owners.

C. VLC owns executive golf facilities in portions of the Community located south of State Road 44.

D. VLOC owns or intends to own championship golf facilities in portions of the Community located south of State Road 44.

E. VDC intends to own executive golf facilities in portions of the Community located south of State Road 44.

F. VDOC intends to own championship golf facilities in portions of the Community located south of State Road 44.

G. VCCDD owns executive golf facilities in portions of the Community located north of County Road 466.

H. SLCDD owns executive golf facilities in portions of the Community located south of County Road 466.

I. VLS and SLCDD entered into an Amended and Restated Agreement for Services and Collateral Assignment of Amenities Fees From Future Residences, made effective November 16, 2016 (the “Services Agreement”).

J. Section 3.C of the Services Agreement sets forth the rights and obligations of VLS and SLCDD with regards to the provision of golf tee time reservation services (collectively, “Reservation Services”), and Section 4.A of the Services Agreement sets forth the rights and obligations of VLS and SLCDD with regards to issuance and honoring of trail passes (“Trail Passes”).

K. At this time, the Parties wish to establish certainty, continuity, and a fair cost-sharing methodology in the provision of Reservation Services and issuance of Trail Passes, and so wish to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are hereby incorporated herein, in full, by reference.

2. Term. The term of this Agreement (“Term”) shall commence on the Effective Date, and expire on September 30, 2031. Thereafter, the Term shall automatically renew for successive five (5) year periods until terminated by any Party with at least one hundred twenty (120) days written notice prior to the expiration of the Term, as extended.

3. Reservation Services.

a. Provision of Reservation Services. VOC agrees to provide Reservation Services to all Parties and their customers and invitees. VOC shall provide Reservation Services in form and manner determined by VOC in its sole and absolute discretion; provided however, VOC shall at all times provide golfers with at least one option to reserve tee times without charge.

b. Reservation Services Fee. The Parties agree that the total annual fee payable to VOC for Reservation Services (the “Reservation Services Fee”) during the period between the Effective Date and September 30, 2022, is Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000.00). Commencing on October 1, 2022, and on each anniversary of that date thereafter throughout the Term (each, a “Reservation Services Fee Adjustment Date”), the Reservation Services Fee shall increase by an amount equal to the cumulative change in Consumer Price Index, All Urban Consumers, during the twelve month period that is between three and fifteen months prior to the applicable Reservation Services Fee Adjustment Date. Notwithstanding the foregoing, the Parties agree that it is in the best interests of the Parties and their customers to continuously look for ways to improve the access to and ease of making tee times, and so from time to time the Parties may mutually agree in writing to make such improvements and increase the Reservation Services Fee accordingly. Prior to implementation of any such Reservation Services Fee increases, VOC shall deliver a proposal to all other Parties that outlines in reasonable detail the scope of improvements and any increase to the Reservation Services Fee. VLS, VOC, VLC, VLOC, VDC, and VDOC’s agreement to such improvements and Reservation Services Fee increases may be by email or other writing. VCCDD and SLCDD’s agreement to such improvements and Reservation Services Fee increases may be made expressly in writing, or by approval of their respective budgets containing such increases. If VOC proposes improvements and accompanying Reservation Services Fee increases, and all Parties to this Agreement do not agree to the same, or such modifications that VOC agrees with, then VOC may unilaterally elect to terminate those portions of this Agreement pertaining to Reservation Services only upon not less than 90 days notice. For clarification, in the event VOC exercises such right of termination, those portions of this Agreement pertaining to Trail Pass Services shall survive.

c. Reservation Proportionate Share; Payment. The Parties shall pay their Reservation Proportionate Share (defined below) of the Reservation Services Fee directly to VOC monthly and in arrears. Within fifteen (15) days after expiration of every calendar month during the Term, VOC shall deliver to the other Parties an invoice (“Invoice”) containing each Party’s Reservation Proportionate Share of the Reservation Services Fee. Each Party shall pay to VOC their Reservation Proportionate Share of the Reservation Services Fee as stated in the Invoice within fifteen (15) days of receipt of the Invoice. “Reservation Proportionate Share” shall mean a fraction with each Party’s numerator being the total number of tee times booked for all of that Party’s golf facilities within the applicable month, and the denominator being the total number of tee times booked across all of the Parties’ golf facilities during that same month.

4. Trail Pass Services.

a. Issuance; Trail Pass Charges. Each Party designates VOC as its agent to issue to and charge their customers and invitees a fee for Trail Passes, which entitles holders to use their golf cart on golf courses without the payment of an additional per-use charge. All Parties shall permit Trail Pass owners to use their golf carts on golf courses without requiring an additional per-use charge. In other words, Trail Passes shall have reciprocity and be useable on all golf

facilities owned by the Parties. The Parties shall work together in good faith to establish a uniform charge for Trail Passes, together with annual increases thereto equal to the cumulative change in the Consumer Price Index for All Urban Consumers over the twelve-month period that is between three and fifteen months prior to the annual increase.

b. Trail Pass Website. The Parties agree that it is in the best interests of the Parties' customers and invitees that a single point of sale exist for the sale of all Trail Passes. Accordingly, VOC shall develop, operate, and maintain an internet-based Trail Pass website where golfers can purchase Trail Passes (the "Site"). All purchase and sales of Trail Passes shall occur through the Site, and no Party shall establish or maintain a second point of Trail Pass sale.

c. Trail Pass Services. "Trail Pass Services" as used herein shall mean all services provided by VOC to develop, operate, and maintain the Site, and provide the remittance services as described in Section 4.f below.

d. Trail Pass Fee. The Parties agree that the annual fee payable to VOC for Trail Pass Services (the "Trail Pass Services Fee") during the period between the Effective Date and September 30, 2022, is Seven Thousand Two Hundred and 00/100 Dollars (\$7,200.00). Commencing on October 1, 2022, and on each anniversary of that date thereafter throughout the Term (each, a "Trail Pass Services Fee Adjustment Date"), the Trail Pass Services Fee shall increase by an amount equal to the cumulative change in Consumer Price Index, All Urban Consumers, during the twelve month period that is between three and fifteen months prior to the applicable Trail Pass Services Fee Adjustment Date. Notwithstanding the foregoing, the Parties agree that it is in the best interests of the Parties and their customers to continuously look for ways to improve access to and ease of purchasing Trail Passes, and so from time to time the Parties may mutually agree in writing to make such improvements and increase the Trail Pass Services Fee accordingly. Prior to implementation of any such Trail Pass Services Fee increases, VOC shall deliver a proposal to all other Parties that outlines in reasonable detail the scope of improvements and any increase to the Trail Pass Services Fee. VLS, VOC, VLC, VLOC, VDC, and VDOC's agreement to such improvements and Trail Pass Services Fee increases may be by email or other writing. VCCDD and SLCDD's agreement to such improvements and Trail Pass Services Fee increases may be made expressly in writing, or by approval of their respective budgets containing such increases. If VOC proposes improvements and accompanying Trail Pass Services Fee increases, and all Parties to this Agreement do not agree to the same, or such modifications that VOC agrees with, then VOC may unilaterally elect to terminate those portions of this Agreement pertaining to Trail Pass Services only upon not less than 90 days notice. For clarification, in the event VOC exercises such right of termination, those portions of this Agreement pertaining to Reservation Services shall survive.

e. Trail Pass Revenue. The total proceeds received by VOC through the Site and in connection with the sale of Trail Passes, net of all taxes, and together with any interest earned thereon, is referred to as "Trail Pass Revenue". That portion of Trail Pass Revenue which

is allocable to the applicable calendar month being analyzed pursuant to Section 4.f below is referred to as “Earned Trail Pass Revenue”, and that portion of Trail Pass Revenue which is allocable to a future calendar month is referred to as “Unearned Trail Pass Revenue”. For example, if VOC sells a twelve (12) month Trail Pass for \$120.00, then the Earned Trail Pass Revenue for that next month is \$10.00 and the Unearned Trail Pass Revenue is \$110.00, which shall become earned proportionally over the next eleven months.

f. Remittance. Within fifteen (15) days of the expiration of every month during the Term, VOC shall prepare and deliver to the Parties a report (which report may be delivered by email) showing:

- (i) total Trail Pass Revenue received in the previous month;
- (ii) that portion of total Trail Pass Revenue which became Earned Trail Pass Revenue in the previous month;
- (iii) that portion of Trail Pass Revenue held by VOC which is Unearned Trail Pass Revenue; and
- (iv) the total Trail Pass Service Fee due and payable to VOC for the immediately previous month (with the total Trail Pass Fee becoming due in equal monthly installments, in arrears).

“Net Earned Trail Pass Revenue” shall mean the total Earned Trail Pass Revenue less the total monthly Trail Pass Services Fee over the same month “Trail Pass Proportionate Share” shall mean a fraction, with each Party’s numerator being the total number of holes played by individuals using Trail Passes on that Party’s golf facilities within the applicable month, and the denominator being the total number of holes played by individuals using Trail Passes on all of the Parties’ golf facilities during that same month. VOC shall remit to each Party their Trail Pass Proportionate Share of Net Earned Trail Pass Revenue simultaneously with the delivery of each report. All sales tax is the responsibility of VOC to remit to the State as required.

5. Inspection; Audit. Every party to this Agreement shall each have the authority to audit VOC’s records relating to Reservation Proportionate Share, Trail Pass Revenue (both earned and unearned), and Trail Pass Proportionate Share, at the auditing party’s expense and at reasonable times and with reasonable notice.

6. Ownership of Information. All information related to the Reservation Services, including but not limited to golfer’s names, addresses, ages, status, and times and places of play shall be owned by VOC, and be considered privileged and confidential. To the extent other parties to this Agreement use or obtain such information, such use shall be deemed under license, and the parties shall take all reasonable measures to maintain the confidentiality of such information, and to the extent ownership of any such information is deemed to have already vested in other parties

to this Agreement, all such parties hereby assign and convey all of their right, title, interest, and ownership of same to VOC. VOC understands that disclosure of certain material by the District may be required due to its status as a state governmental entity under Chapter 119, Florida Statutes. The BOARD agrees not to disclose information which is confidential and exempt pursuant to Chapter 119, Florida Statutes, and, further, to keep confidential all Trade Secrets in accordance with Section 815.045. For the purposes of this paragraph, "Trade Secrets" means documents submitted by VOC which constitute trade secrets as defined in Section 812.081, Florida Statutes, and which are marked as confidential at the time of submission to the District. The District shall promptly notify VOC of any action or threatened action to require disclosure information which the District has withheld based on a determination that such information is confidential and exempt and/or a Trade Secret to enable VOC to monitor, and, if it so wishes, to the extent permitted by law, intervene to oppose such disclosure.

7. Effect on Services Agreement. By executing this Agreement, VLS and SLCDD hereby amend the Services Agreement to delete Sections 3.C and 4.A of the Services Agreement in their entirety, it being their intent that this Agreement now fully govern their rights and responsibilities with regards to the provision of Reservation Services and issuance of Trail Passes.

8 Insurance. VOC shall procure and maintain reasonable amounts of insurance, including cyber liability insurance, to protect it and the indemnified parties below from claims resulting from its performance of Reservation Services.

9. Indemnification. VOC shall indemnify and hold the other parties to this Agreement harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels to the extent resulting from the negligence and intentionally wrongful acts occurring in the performance of Reservation Services. Each of the parties to this Agreement shall, to the fullest extent permitted under applicable law, indemnify and hold the other parties harmless from all losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, resulting from events occurring on that party's golf facilities.

10. Notice. Except for notices permitted herein to be provided by email, all notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or sent by registered or certified mail, postage prepaid, or via recognized overnight parcel service, or on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission), addressed as follows:

To VLS:

The Villages of Lake-Sumter, Inc.
3619 Kiessel Road
The Villages, FL 32163

To VLC:

To VOC:

The Villages Operating Company
3619 Kiessel Road
The Villages, FL 32163

To VLOC:

The Villages Land Company, LLC
3619 Kiessel Road
The Villages, FL 32163

The Villages Land Operating Company, LLC
3619 Kiessel Road
The Villages, FL 32163

To VDC:

To VDOC:

The Villages Development Company, LLC
3619 Kiessel Road LLC
The Villages, FL 32163

The Villages Development Operating
Company, LLC
3619 Kiessel Road
The Villages, FL 32163

To VCCDD:

To SLCDD:

Village Center Community Development
District
984 Old Mill Run
The Villages, FL 32162

Sumter Landing Community Development
District
984 Old Mill Run
The Villages, FL 32162

11. Jurisdiction and Venue. This Agreement shall be construed according to the laws of the State of Florida. Exclusive jurisdiction and venue for any action hereunder shall lie with the Fifth Judicial Circuit, in and for Sumter County, Florida.

12. Waiver of Jury Trial. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

13. Prevailing Party. The parties agree that any party who brings an action to enforce any obligation of the other party under this Agreement shall, if successful, be entitled to recover from said unsuccessful party all reasonable fees of attorneys and consultants and other reasonable

expenses incurred in enforcing said obligation against the unsuccessful party, whether incurred before or at trial, at all appellate levels, and in any bankruptcy, collection, administrative, or dispute resolution proceeding. This provision shall survive the expiration or sooner termination of this Agreement.

14. Counterparts/Electronic Signatures. This Agreement may be executed and delivered in any number of duplicate counterparts, each counterpart so delivered which bears the signature or a facsimile, electronic, or “.pdf” copy thereof, shall be binding as to such party, and all counterparts together shall constitute one and the same instrument even though the parties may not have executed the same counterpart. However, this Agreement shall not be effective until fully executed by all parties.

15. Entire Agreement. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement. No amendment hereto is effective unless made in writing and signed by both all parties.

16. Assignment. VOC may assign its rights and obligations under this Agreement to any of its affiliates.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE VILLAGES OF LAKE-SUMTER, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

THE VILLAGES OPERATING COMPANY,
a Florida corporation

By: _____
Name: _____
Title: _____

THE VILLAGES LAND COMPANY, LLC,
a Florida limited liability company

BY: TVL Company, LLC,
a Florida limited liability company,
its Manager

By: _____
Name: _____
Title: Manager

**THE VILLAGES LAND OPERATING
COMPANY, LLC,** a Florida limited liability
company

BY: TVL Company, LLC,
a Florida limited liability company,
its Manager

By: _____
Name: _____
Title: Manager

**THE VILLAGES DEVELOPMENT
COMPANY, LLC,** a Florida limited liability
company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Name: _____
Title: Manager

**THE VILLAGES DEVELOPMENT
OPERATING COMPANY, LLC**, a Florida limited
liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Name: _____
Title: Manager

**VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Richard J. Baier, District Manager

By: _____
Name: _____
Title: _____

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Richard J. Baier, District Manager

By: _____
Name: _____
Title: _____