

**FIRST AMENDMENT TO THE AMENDED AND RESTATED MANAGEMENT
SERVICES MASTER AGREEMENT BETWEEN
HERITAGE OAK PARK COMMUNITY DEVELOPMENT DISTRICT
AND INFRAMARK, LLC**

THIS FIRST AMENDMENT is entered into and executed on the date hereinafter set forth by and between Heritage Oak Park Community Development District (“DISTRICT”) and Inframark, LLC (“SERVICE COMPANY”).

WHEREAS, the SERVICE COMPANY and DISTRICT entered into an amended and restated management services master agreement on August 15, 2024 (the “Agreement”), where SERVICE COMPANY would provide district management services to the DISTRICT, and

WHEREAS, the SERVICE COMPANY and DISTRICT now wish to amend the Agreement to combine the district manager and onsite manager roles adjusting the compensation; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. Section 4.2 of the Agreement will be replaced in its entirety as follows:
 - 4.2. During the term of this Agreement, the District shall pay the Service Company a fee (“Base Fee”) of \$23,723.83 monthly effective October 1, 2025, plus applicable sales tax, if any, and related expenses shall be paid to the Service Company monthly as compensation for the services set forth herein, per schedule(s) defined in Schedule A of the Agreement, and/or as may be described on the Miscellaneous Schedule of Charges. The monthly share of the Annual Base Fee shall be due on the first of the month during which the Services will be rendered. All other payments shall be due within thirty (30) days of the date of invoice. Disputes with invoices are waived if not raised within ten (10) days of invoice date.
2. Schedule A to be revised to include Section E below.
3. Schedule B regarding compensation is replaced in its entirety with the attached.
4. Except as provided in this Amendment, the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and terms of the Agreement, the terms of this Amendment shall prevail.
5. This Amendment is binding upon the parties hereto and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of this 10/28/2025 day of September 2025.

Inframark, LLC

DocuSigned by:

Chris Tarase

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By: _____

Name: Chris Tarase

Title: Chris Tarase –President

Heritage Oak Park Community
Development District

By: _____

Name: Paul Falduto

Title: Chairperson

Schedule A

E- EXCLUSION TO SERVICES

Service Company specifically excludes from its scope of services the following services to, for, and on behalf of the District:

- 1- Employing lifeguards for the benefit of the District, performing any lifeguard or similar services, or supervising or overseeing lifeguards hired by the District;
- 2- Direct contracting for lifeguard, lifeguard services, or similar services;
- 3- Evaluating lifeguard service providers' performance and making recommendation to the District;
- 4- Performing any pool operations or maintaining and repairing the pool and its related appurtenances;
- 5- Developing pool and amenity center rules or policies;
- 6- Verifying that the lifeguard or pool attendants are acting in accordance with their contracts or obligations under local or state guidelines;
- 7- Handling any performance issues or complaints regarding the lifeguard or pool attendants; and
- 8- Performing or providing any inspection services or walk throughs on lifeguard or pool attendants or at pool facilities.

Schedule B Rate Schedule

I. ANNUAL BASE FEE

The Annual Base Fee shall be \$284,686.00 (\$23,723.83 per month) and as of October 1, 2025 as broken out below. Base fee includes District Management, Amenity Center Services, Maintenance Services and Accounting, and Recording. Assessments are billed separately once per year.

• District Management Services	\$ 77,032.00
• Onsite Staffing	\$167,625.00
• Amenities (Part-time)	<u>\$ 40,029.00</u>
• TOTAL	\$284,686.00
• Assessment Services	\$ 12,881.00

II. MISCELLANEOUS SCHEDULE OF CHARGES

Special Meetings - Beyond those defined in the negotiated agreement	\$150.00 per hour
Mail Distribution	
General Distribution- Includes label, folding, insertion of up to two items and delivery to the post office	\$0.35 per piece
General Distribution - Additional inserts over two	\$0.03per additional page
Labels	\$0.07each
Certified Mail	Current rate charged by postmaster plus handling charge of
Postage	Current rate charged by postmaster (no add on)
Copies	
Black and white, single sided	\$0.18 per copy, up to 100 copies
Color (single sided)	\$0.50 per copy
Black and white, duplex (two-sided)	\$0.21 per duplex copy
Special Services - includes court appearances, performance of tasks other than contract schedule(s), requested attendance for special committee functions and research for special projects	\$150.00 per hour
File Storage - Records preceding those included in base fee (current year records plus two years previous) (Any boxes may be transferred to the District upon the request of the District)	\$15.00 per box per month
Notary service	Included
Estoppel letters for Sellers of Property-the Service Company will charge the seller directly	Per market rates