

Carolina (“**Sea Pines**”) for its successors, assigns, agents, employees, contractors, subcontractors, invitees, or any other authorized personnel; and

WHEREAS, the Declaration of Covenants and Agreement of 1988 for the Transfer of Properties, Reserved Rights and Obligations of Hilton Head Liquidation Corp. to Community Services Associates, Inc., dated December 8, 1988, and recorded at the ROD in Book 519 at Page 1161 (the "**1988 Declaration**") provided for the creation of CSA and provided for the conveyance of the common properties and the roads and rights of way gate and other common property in Sea Pines to CSA and the responsibility to operate and maintain the same; and

WHEREAS, in the 1988 Declaration CSA agreed to adhere to and enforce the 1987 Sea Pines Gate Policy, which was attached to the 1988 Declaration as **Exhibit "D"**; and

WHEREAS, the 1988 Declaration further provides that the 1987 Gate Policy shall not be changed without the consent of Sea Pines Plantation Company, Inc. (“**SPPC**”), which was assigned certain rights from Sea Pines Plantation Company under the November 1987 Assignment, Easement for Access, and other documents; and

WHEREAS, the Resort is the successor to the SPPC; and

WHEREAS, pursuant to that certain Agreement for Assignment and Assignment of Partnership Interest in Sea Pines Center, a South Carolina Limited Partnership, dated August 7, 1987, and recorded in the ROD in Book 11 at Page 2161 (the "**August 1987 Assignment**") from John F. Curry as court appointed Chapter 11 Trustee for Sea Pines Company and Hilton Head Company, Inc., Sea Pines Plantation Company and The Hilton Head Company, Inc., provides that any increases in gate access fees into Sea Pines above certain amounts stated therein requires the consent of the Sea Pines Center, L.P., and its successors and assigns; and

WHEREAS, Sea Pines Center Associates, LLC, a South Carolina limited liability company and Piney Land Company, a West Virginia limited liability company are the successors in interest to Sea Pines Center, L.P.; and

WHEREAS, pursuant to that certain Absolute Assignment, dated November 1, 2024 recorded in the ROD in Book 4380 at Page 2409 from Sea Pines Center Associates, LLC, and Piney Land Company, said parties assigned their rights to approve of any increases in the gate access fees above certain amounts to SPR;

WHEREAS, the Parties, and others, entered into that certain "Memorandum", dated February 2, 1999, agreeing to an increase of the Sea Pines daily access gate fee (the "**Gate Fee**") under the existing Gate Policy from \$3.00 to \$5.00 (the "**1999 Agreement**"); and

WHEREAS, the Parties, and others, thereafter amended the 1999 Agreement by the execution of that certain "Agreement on the Increase of the Gate Fee from \$3.00 to \$5.00", dated March 14, 2001 ("**2001 Agreement**"); and

WHEREAS, the Parties, and others, thereafter amended the 2001 Agreement by the execution of that certain "Memorandum of Agreement to the Existing Agreement on the Increase of the Gate Fee from \$3.00 to \$5.00," dated October 28, 2003 (the "**2003 Agreement**"); and

WHEREAS, the Parties, and others, thereafter amended the 2003 Agreement by the execution of that certain "Memorandum of Agreement Amending the Existing Agreement on the increase of the Gate Fee from \$3.00 to \$5.00," dated November 20, 2007 (the "**2007 Agreement**"); and

WHEREAS, the Parties and others, thereafter executed a new Sea Pines Gate Entry Policy, dated October 23, 2015 (the "**2015 Gate Policy**") which provided that it superseded the 1987 Gate Policy and the prior agreements referenced above; and

WHEREAS, the Parties, and others, thereafter executed a new Sea Pines Gate Entry Policy, dated November 21, 2017 (the "**2017 Gate Policy**") which also provided that it superseded the 2015 Gate Policy and the prior agreements referenced above; and

WHEREAS, the Parties executed that certain Amendment to Gate Pass Agreement, dated July 6, 2018 ("**2018 Amendment to Gate Pass Agreement**") which included increases to the Daily Visitor Gate Fee; and

WHEREAS, the Parties now desire to amend the 2018 Amendment to Gate Pass Agreement as more particularly set forth in this Amendment.

NOW THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, for themselves, their successors in title and assigns, do hereby agree as follows:

1. **Recitals.** The Parties agree that the aforesaid recitals are true and correct and are incorporated herein by this reference. That said recitals are important and relevant provisions of this Amendment.
2. **Deleted Sections from the 2018 Amendment to Gate Pass Agreement.** Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, of the 2018 Amendment to Gate Pass Agreement are hereby deleted in their entirety.
3. **New Section 2- Daily Gate Fee Pricing.** The following **new Section 2** of the 2018 Amendment to Gate Pass Agreement is hereby added, as follows:

2. **“Daily Visitor Gate Fee Pricing for 2025 and the Future.”**

“The Daily Visitor Gate Fee shall be \$9.00 effective February 1, 2025. All funds generated from the Daily Visitor Gate Fee shall be paid to CSA to be used by CSA in accordance with the 1988 Covenants and applicable South Carolina law.”

4. **Sections 13 and 14 Renumbered-** Sections 13 and 14 of the 2018 Amendment to Gate Pass Agreement are re-numbered as Sections 3 and 4 respectively.

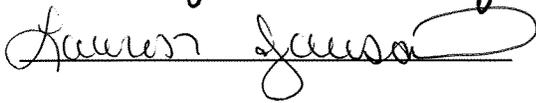
5. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and amends the 2018 Amendment to Gate Pass Agreement as provided herein and all prior or contemporaneous agreements, promises, or understandings between the Parties hereto regarding the same. None of the Parties hereto is relying upon any representations, promises, understandings or agreements except as expressly set forth herein. The obligations of the Parties hereto shall survive the execution and delivery of this 2025 Gate Pass Amendment.

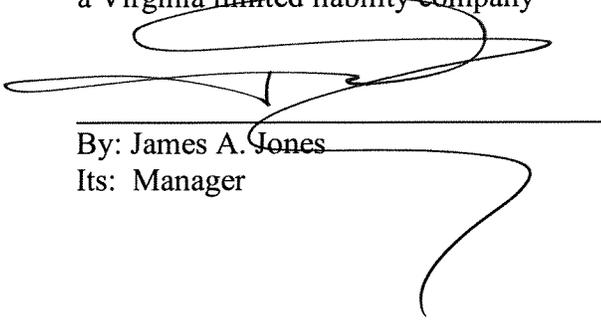
6. **Miscellaneous.** Except as specifically modified herein, the Amendment is ratified and confirmed and shall remain in full force and effect as existing on the date of this Amendment. In the event of a conflict between any previous Amendments or agreements, or this Amendment, this Amendment shall control. This Amendment shall bind and inure to the benefit of the Parties hereto. If any provision of this Amendment or its application to any party or circumstances are determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Amendment or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law. This Amendment may be executed in any number of counterparts, all of which shall constitute one and the same instrument. This Amendment shall be construed and

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

SPR Center , LLC
a Virginia limited liability company







By: James A. Jones
Its: Manager