AMENDMENT

TO THE AGREEMENT
ORIGINALLY EFFECTIVE APRIL 1, 2025
BY AND BETWEEN
MORRISON MANAGEMENT SPECIALISTS, INC.
(Hereinafter referred to as "Service Provider")
and
SUN LAKES COUNTRY CLUB HOMEOWNERS ASSOCIATION
(Hereinafter referred to as the "Client")

The parties hereby ratify, extend and affirm this Agreement between the parties as referenced herein, and to the terms and conditions as set forth in the original Agreement the following Amendment is made a part of the Agreement effective October 1, 2025:

To reflect the new financial and operational terms agreed to by the Parties, the Exhibit A and Exhibit A-1 attached to the Agreement are hereby deleted and replaced with the Exhibit A and Exhibit A-1 attached to this Amendment. The Exhibit A-4 attached to the Agreement is hereby deleted.

As reflected in a prior amendment, the Parties previously agreed that Service Provider would provide a credit on its end of month reconciliation invoices for the months of September 2025, October 2025 and November 2025 in the amount of $50,000 each for a total of $150,000 (collectively, "Partnership Credit") and would reduce the Investment by the same amount. The Parties have now agreed to reverse this decision. Accordingly, the $50,000 invoice credit provided by Service Provider in September 2025 on the original version of Invoice X684361125-A has been reversed and a new revised version of Invoice X684361125-A has been provided as of October 10, 2025 which eliminates the $50,000 credit for a total balance of $104,169.41. The revised version of Invoice X684361125-A in the amount of $104,169.41 is due and payable under the terms of the Agreement and Client agrees to make payment no later than October 27, 2025. No further installments of the Partnership Credit will be provided. In addition, the Investment amount will be increased to its original $380,000 as reflected in the attached Exhibit A-1.

Capitalized terms not defined herein will have the meaning given to them in the Agreement. All other terms and conditions as set forth in the original Agreement, and not in conflict with this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Amendment on the date appearing with their respective signatures.

MORRISON MANAGEMENT SPECIALISTS, INC.

Signed by:

By Daniel Natterman
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Daniel Natterman

As its CEO – Morrison Living

Date 11/4/2025

Approved by Legal
AMB

SUN LAKES COUNTRY CLUB HOMEOWNERS ASSOCIATION

By

As its MASTER BOARD PRESIDENT

Date 10-31-2025

EXHIBIT A

Service Exhibit

I. DINING SERVICES OVERVIEW.

A. Engagement.

(1) Client hereby engages Service Provider, a professional food service management company, to exclusively manage and provide Dining Services commencing as of April 1, 2025 ("Commencement Date") at following facilities located within the Sun Lakes Country Club community ("Service Location") on the terms and conditions set forth in this Agreement:

Location	Venues
Main Clubhouse	The Restaurant, The Lounge (including The Veranda), The Sandwedge, and Ballroom (catered events)

With respect to catered events at the North Clubhouse and South Clubhouse, Service Provider will be a preferred vendor. For purposes of this Agreement, "Dining Services" will mean those food and dining services to be managed by Service Provider under this Agreement, including the management of the Venues and catering at the Service Location.

(2) Service Provider will provide the Dining Services using the brand name "CCL Hospitality".

B. Personnel.

(1) Service Provider will furnish all of the supervisory employees to manage the Dining Services on-site at the Service Location ("Management Personnel").

(2) Service Provider will furnish all of the non-supervisory employees to provide the Dining Services on-site at the Service Location ("Hourly Personnel").

(3) Service Provider will immediately remove from the Service Location and community any Service Provider Management Personnel or Hourly Personnel whose continued presence, in the reasonable judgment of Client, is a threat to the health, safety or welfare of Client, its residents, or its staff.

(4) Neither Party will discriminate in any unlawful manner. Any changes necessary to the physical facility to comply with the Americans with Disabilities Act will be Client's responsibility.

(5) In connection with the start of the Dining Services, Service Provider agreed to make offers of employment to all qualified and available personnel who were actively employed by the Client or its management company in connection with the dining operations at the Service Location immediately prior to the Commencement Date (the "Former Client Employees"). Subject to Section 1(B)(7), Service Provider hired the Former Client Employees based on initial terms and conditions of employment that are established by Service Provider, and the Former Client Employees hired by Service Provider will be subject to all applicable Service Provider personnel/human resource policies and procedures, including Service Provider's standard pre-employment screening practices and 90-day probationary period policy for new employees. Service Provider reserves the right to terminate employees with or without cause, provided that any such termination does not contravene Applicable Laws.

(6) In connection with the start of the Dining Services, Client or its management company were responsible for any costs related to the termination of any Former Client Employees from its payroll, including, but not limited to, any severance, benefit accruals for vacation, holiday, personal and any other paid time off due to such employees, or other claims. Service Provider only assumes responsibility for costs associated with the Former Client Employees after it hires the Former Client Employees on its payroll. Service Provider will not be responsible for any grievances involving the Former Client Employees or any claims (e.g., workers' compensation, FMLA, ADA, or discrimination claims) that were pending as of the date Service Provider hires the Former Client Employees or that arise out of alleged acts or omissions by Client, its agents or employees prior to the date Service Provider hires the Former Client Employees. For the avoidance of doubt, Service Provider will assume all responsibility for providing workers' compensation coverage to the Former Client Employees as of the date Service Provider hires the Former Client Employees

(7) In connection with the start of the Dining Services, Service Provider will make its applicable standard benefits package available to the Former Client Employees. However, Service Provider has agreed to recognize the Former Client Employees original date of hire by Client for the purpose of determining each employee's eligibility for benefits and retirement vesting from Service Provider. If the Former Client Employee's original date of hire with Client is 3 months or more prior to the date Service Provider hires the Former Client Employees, then such employees will be eligible to receive benefits from Service Provider on the Effective Date (if the Effective Date is on the 1st day of a month) or the 1st day of the month following the transition to Service Provider's payroll (if the Effective Date is not on the 1st day of a month). All other Former Client Employees will undergo an orientation period of 1 month minus 1 day following their date of hire ("Orientation Period"); such employees will become eligible to receive benefits from Service Provider on the 1st of the month following 2 months after such Orientation Period has elapsed.

C. **Initial Service Levels & Responsibilities.**

(1) Service Provider and Client's respective sanitation responsibilities relative to the Dining Services Facilities are set forth on Exhibit A-2. "Dining Services Facilities" are the areas, improvements, personal property and facilities made available by Client to Service Provider for the provision of the Dining Services.

(2) Service Provider will maintain a sufficient inventory of Tablewares and Smallwares and will charge Client for same as further set forth on Exhibit A-1. "Smallwares" are items utilized in the preparation of food, including such things as pots, pans, kitchen serving utensils and small appliances. "Tablewares" are non-disposable dishes, utensils and glassware used for serving and eating meals at a table.

D. **Dining Services Facilities.**

(1) Client will make available to Service Provider suitable Dining Services Facilities, completely equipped and ready to operate, together with such heat, fuel, refrigeration, and utilities services as may be reasonably required for the efficient performance of this Agreement. Client will provide all pest control services at the Service Location, including for the Dining Services Facilities. The Dining Services Facilities provided by Client will include an office furnished with a desk, chair, table and filing cabinet. The Dining Services Facilities will be thoroughly cleaned prior to the Effective Date by Service Provider as part of the Opening Expenses. Dining Services employees will have access to areas to change into uniforms and adequate restrooms.

(2) Client will furnish building maintenance services for the Dining Services Facilities and will promptly make all equipment repairs and replacements and will be responsible for compliance with all Applicable Laws (including, without limitation, OSHA and ADA regulations) with respect to the repair, replacement and maintenance of the Dining Services Facilities. Service Provider will inform Client of any equipment failure or needed maintenance on a timely basis. Any replacement food or

supplies required due to failure of equipment will be charged to Client, notwithstanding anything on Exhibit A-1 to the contrary. For the avoidance of doubt, Client's obligation to provide those facilities, services, and equipment to be provided by Client pursuant to this Agreement will be at Client's expense.

D. Computer Systems and Technology.

(1) **MIS**. Service Provider agrees to provide, operate and maintain Service Provider's proprietary Dining Services account management software (the "Management Information System" or "MIS") and standard computer hardware necessary to provide Dining Services at the Service Location. Client will provide, at its sole cost and expense, all telephone, utility and internet connections and related service for use by Service Provider in connection with its management of Dining Services at the Service Location. In the event that Client fails to provide these items, Service Provider will procure such services and charge Client for such items. At the termination of the Agreement, all hardware owned by Service Provider and software and documentation will remain the property of Service Provider and will be removed from the Service Location by Service Provider. At the termination of the agreement, all hardware & software owned or purchased by the Client during the term of the contract, including items purchased with funds described in Exhibit A-1, Item 3 (Investments), will remain the property of the Client.

(2) **dine.OS System**. Service Provider will implement its dine.OS resident dining service solution at the Service Location ("dine.OS System"). The dine.OS System will be subject to certain one-time hardware and implementation costs, as well as additional monthly and annual costs based on the service tier and options selected by Client. The Parties have agreed to implement the Standard Edition dine.OS System. Initial implementation costs will be absorbed as part of Service Provider's Opening Expenses. Monthly and annual costs for the dine.OS System will be considered Dining Services Costs. Service Provider will be responsible for providing all maintenance, updates and service calls related to the software and hardware furnished by Service Provider for the dine.OS System. All such costs will be considered Dining Services Costs. Client will be responsible for certain network and connectivity requirements, as well as certain on-going tasks, including but not limited to:

- Providing and maintaining a persistent internet connection according to dine.OS System standards and notifying Service Provider of any planned downtime
- Providing data network cabling, switches, LAN ports & Wi-Fi access points required for all dine.OS devices (if any)
- Ensuring port, domain and IP whitelisting for dine.OS System use and technical support
- Maintaining Client network security and taking reasonable steps to prohibit unauthorized access to systems and data and notifying Service Provider immediately of any network compromises
- Engaging Client technology vendor support teams or providing project resources or subject matter experts to assist with initial configuration, on-going maintenance, and diagnosing and troubleshooting issues with established application interfaces and testing of application interfaces with the dine.OS System, i.e., accounting/billing systems, resident engagement applications, etc.

(3) **Information Technology Systems Security**. In connection with the Dining Services, Service Provider may need to operate certain information technology systems not owned by Client, including but not limited to MIS and dine.OS ("Service Provider Systems"), which may need to connect to or interface with Client's internet access, networks, software, or information technology systems ("Client Systems"). Service Provider will be solely responsible for all Service Provider Systems, and Client will be solely responsible for all Client Systems, including taking the necessary security and privacy protections that are reasonable under the circumstances. If Service Provider serves as the merchant-of-record for credit or debit card transactions in connection with the Dining Services, then Service Provider will be responsible for complying with, and for damages resulting from any breach of, applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Service Provider Systems connect to or interface with Client Systems, then

Client agrees to promptly implement upon request from Service Provider, at Client's expense, the changes to the Client Systems that Service Provider reasonably requests and believes are necessary or prudent to ensure Service Provider's compliance with the Data Protection Rules.

(4) **Technology Ownership**. For the avoidance of doubt, the Parties understand and agree that Service Provider Systems will remain the property of Service Provider or its vendors at all times; no right, title or interest in the Service Provider Systems will vest in Client. In addition, Service Provider holds licenses to use certain aspects of the Service Provider Systems that are not directly owned by Service Provider and has the ability and authority to use same in connection with Service Provider's services for Client without the further consent of any third party. Client acknowledges that such licenses are not transferable to Client. Service Provider hereby represents and warrants that its use of the Service Provider Systems will not violate any intellectual property rights of any third party.

(5) **POS System**. Service Provider has recommended the implementation of the GEMpos Point of Sale system ("Client POS System") to be purchased from Common CENTS Solutions, a Jonas Company. Service Provider will use the Investment (see Exhibit A-1, Item 3) to purchase the hardware and software required for implementation of the Client POS System. An effective Client POS System is required to achieve efficient labor and customer service levels proposed by the Service Provider and shall be capable of the following:

1. Providing mobile capabilities to input customer orders at the table, sending orders to the kitchen or bar, and accepting credit card or resident identification cards for payments at the table.
2. Providing sales and labor information to the Service Provider's analytical information system.

In connection with the Client POS System, house accounts will be reestablished and administered by the Service Provider.

E. Alcohol Service. The Parties shall execute the Management Agreement attached hereto as Exhibit C and made a part hereof by this reference. As manager, Service Provider will be responsible for the purchasing of alcohol to be sold and served in connection with the Dining Services.

F. Business Reviews. Client and Service Provider recognize that regular review of services is critical to a successful business relationship and agree to meet on no less than a quarterly basis to review operation of the Dining Services ("Quarterly Business Review"). The Quarterly Business Review will provide an overview of operations, including financial performance and customer satisfaction, and will give the Parties the opportunity to share ideas and to regularly assess and improve performance. In addition, prior to the Effective Date, Client and Service Provider will have an expectations meeting for Service Provider to answer any pre-opening questions that Client may have and to review Client expectations and opening timeline. Service Provider will prepare and deliver to the Client a Profit & Loss statement in a form mutually agreed upon by the end of the tenth business day after the last day of each month. With reasonable notice Client shall have the right to review supporting documentation in connection with the Profit & Loss statement.

G. Change Requests. If Client requests a change and/or additional services (i.e., transfers additional service functions to Service Provider), Client will put such request in writing and, if such change results in increased costs to Service Provider, the Monthly Subsidy will be adjusted by an amount mutually agreed by the Parties effective on the date at which the change in services took effect.

II. FINANCIAL TERMS.

A. Monthly Billing & Payment Terms. At the beginning of each month, Service Provider will submit to Client an invoice for the monthly loss projection prepared by the Parties ("Monthly Subsidy"). Within 10 days after the end of each month, Service Provider will submit to Client an invoice for any amounts due under this Agreement in excess of the Monthly Subsidy, which amounts are set forth on

Exhibit A-1, or other charges expressly permitted in this Exhibit A. All invoices submitted by Service Provider to Client will be paid within 14 days of the invoice date and will be paid by electronic transfer of funds on or before the 14th day to a bank account designated by Service Provider in Service Provider's name. In the event that invoices are not paid within 14 days of the invoice date, interest may be charged on each invoice at the rate of 1.0% on the unpaid balance per month (or in the event local law prohibits the charge of such rate, interest will be charged at the maximum legal rate permitted), computed from the due date until payment is received. The right of Service Provider to charge interest for late payment will not be construed as a waiver of Service Provider's right to receive payment of invoices within 14 days of the invoice date.

B. Disputed Charges. In the event that Client believes that an invoice amount is incorrect or that Client should otherwise be excused from paying any portion of the invoice, Client must notify Service Provider in writing (a "Dispute Notice") not later than the payment due date. The Dispute Notice must set forth in reasonable detail the basis for the dispute and the amount in dispute. The Dispute Notice will not relieve Client from the obligation of timely paying any amounts not in dispute. Client will timely pay any undisputed portion of such invoice in the manner set forth herein. Service Provider agrees to provide information to Client that is necessary or appropriate to resolve any concerns or disputes, and both Parties agree to act in good faith to resolve the matter within 60 days. Service Provider agrees that it will not charge interest on any item(s) in dispute for a period of 60 days.

C. Working Capital. Prior to the commencement of operations, Client paid to Service Provider a working capital deposit of $75,000 ("Working Capital"). The Working Capital (which is non-interest bearing) may be used to cover cash outflows incurred by Service Provider prior to, and over the course of, an operating period. Upon termination of this Agreement, to the extent that any balance of such Working Capital remains, such balance will be returned to Client after all financial obligations are fulfilled.

D. Cost Adjustments. The financial terms set forth in this Agreement and the obligations assumed by Service Provider hereunder are based on observations made by Service Provider and representations made by Client and relied upon by Service Provider regarding existing and future conditions, including by way of example, service requirements, hours of operation, food and supply costs, labor costs, wage rates, current laws and regulations and Client's current policies and practices. In the event of a material change in the above conditions or the inaccuracy of any representation by Client, Service Provider may notify Client in writing of such change, and upon receipt of such notice, Service Provider and Client agree to discuss adjustments to the services or costs for a period of up to 15 days thereafter. Should the Parties not be able to agree on any such adjustments, Service Provider may thereafter terminate the Agreement upon 30 days' written notice to Client.

F. Purchasing.

(1) In connection with its management of the Dining Services, Service Provider will purchase and pay for all food, beverages, Smallwares/Tablewares, equipment and other supplies and services utilized in the Dining Services ("Purchased Items"). Client understands that Service Provider has entered into agreements with vendors and suppliers of products which (a) give Service Provider the right to inspect such vendors' and suppliers' plants and/or storage facilities and (b) require such vendors and suppliers to adhere to standards to ensure the quality of products purchased by Service Provider for and on behalf of Client. Client will not require Service Provider to use products from non-Service Provider approved vendors. Client acknowledges that Service Provider may receive credits, trade or cash discounts, volume allowances, and/or rebates ("Allowances") for Purchased Items and those Allowances will accrue to and be retained by Service Provider and will not be credited back to Client. Client acknowledges that financial terms offered to Client under this Agreement rely on Service Provider's right to exclusively select vendors for the Purchased Items. Client will be responsible for providing Service Provider with any applicable exemption or resale certificate(s) related to Service Provider's services for Client.

(2) Each Party's responsibility for paying vendors directly is set forth on Exhibit A-3. Expenses incurred by Service Provider will be billed to Client as a part of Service Provider's monthly billings as further set forth on Exhibit A-1. Service Provider's charges to Client for items purchased through Service Provider's purchasing programs will be based on the Invoice Price. "Invoice Price" will mean Service Provider's charge based on the applicable vendor's invoice which does not include any Allowances that Service Provider may receive from the vendor. The items on Exhibit A-3 that Client is responsible for paying the vendor directly will be Client's responsibility and, if applicable, will be made available at no cost to Service Provider in connection with the Dining Services. If Service Provider purchases any of the items on Exhibit A-3 for which Client is responsible for paying the vendor directly, then Service Provider will bill Client for the cost of those items.

(3) At the commencement of operations, Service Provider and Client jointly inventoried all food, beverages and related supplies to be utilized in the provision of Dining Services and identified an opening inventory of food, non-alcoholic beverages and related supplies of $16,636.54 and an alcohol inventory of $23,206.46. At the termination of this Agreement, Service Provider and Client will jointly undertake a closing inventory of all food, non-alcoholic beverages and supplies and alcoholic beverages. The value of the opening inventory will be applied against the value of the applicable closing inventory, and the differential will be billed or credited to Client, as applicable. The value of the inventories will be determined by Invoice Price at the time the inventory is taken.

G. **Retail Operations & Sales Revenues.**

(1) As a part of the Dining Services, Service Provider will have the exclusive right to operate all retail food service areas at the Service Location. Hours of operation will be as follows:

Venue	**Hours of Operation**
The Restaurant	Thursday & Friday from 4:30 pm-7:00 pm
The Lounge (including The Veranda)	Tuesday through Thursday from 3:00 pm-8:00 pm Friday & Saturday from 3:00 pm-10:00 pm
The Sandwedge	Tuesday through Sunday from 10:00 am-6:00 pm

Service Provider will notify Client of proposed menu and pricing changes. Retail pricing will be reviewed by Service Provider no less than twice annually to maintain an overall food/non-alcoholic beverage cost to price ratio of 31.5%.

(2) Through the Investment, Service Provider provided the initial Client POS System. Any replacement to the initial Client POS System or any upgrade to the Client POS System requested or required by Client will be at Client's expense, either directly or by way of reimbursement to Service Provider.

(3) Service Provider will collect and deposit all retail revenues collected from the Dinng Services in Service Provider's accounts. Service Provider will be responsible for collection and payment of appropriate sales tax on retail revenues.

EXHIBIT A-1

Financial Arrangements

1) **Monthly Subsidy:**
   a) Service Provider will operate Client's Dining Services on a subsidized basis where Client will pay Service Provider pursuant to payment terms as described in Section 2(B) of the Service Exhibit the Monthly Subsidy plus certain additional costs as further set forth herein. For the period from October 1, 2025 through December 31, 2026, the Monthly Subsidy will be as follows:

Period	Monthly Subsidy
October 2025	$68,107
November 2025	$68,228
December 2025	$69,250
January 2026	$68,327
February 2026	$61,957
March 2026	$68,327
April 2026	$66,704
May 2026	$57,886
June 2026	$53,704
July 2026	$68,327
August 2026	$68,327
September 2026	$66,704
October 2026	$57,886
November 2026	$48,704
December 2026	$31,327

   b) Except as specifically excluded in Subsection c below, the Monthly Subsidy includes the following:

      i) "Dining Services Costs", including:

         (1) Compensation for Management Personnel and Hourly Personnel, which includes all wages and salaries, vacation, holiday, personal and sick accrual charges, holiday pay, bonus charges and other paid time off for Service Provider employees assigned to duty at a Venue
         (2) Service Provider's management fee and overhead support charges (based on $62,000 for the 2026 calendar year)
         (3) The cost of all food products for the Dining Services, including, without limitation, produce, dairy, meat, bakery, non-alcoholic beverages, and alcohol
         (4) Routine costs anticipated to be incurred by Service Provider at the Service Location identified as Service Provider's responsibility on Exhibit A-3

      ii) An offsetting credit for "Sales Revenues," which is based on the total sales revenues projected to be collected in connection with the Dining Services from the Venues and through catering provided by Service Provider at the Service Location (whether by cash, check, credit or debit card, or resident charge account) less sales and use taxes, and employee tips or gratuities.

   c) The following Dining Services Costs are included in the Monthly Subsidy only up to the amounts indicated in the table below (each a "Monthly Cap") and any monthly costs in excess of the applicable Monthly Cap will be charged to the Client at Invoice Price:

Item	Monthly Cap
Uniforms	$274
Tablewares	$1,242

Linens and Rentals	$3,400
Smallwares	$1,000

2) **Opening Expenses:** In connection with the start of the Dining Services, Service Provider waived reimbursement for up to $154,900 in expenses incurred in connection with the opening of Dining Services at the Service Location ("Opening Expenses"). In the event that the Agreement is terminated prior to 60 months from the Commencement Date, Client will reimburse Service Provider on the termination date, the unamortized portion of such Opening Expenses (based on a 60-month straight-line depreciation schedule commencing on the Effective Date), along with interest at a rate of 1.0% per month compounded over the remaining term of the established amortization period. The Parties agree that any amounts due under this paragraph are not intended as a penalty.

3) **Investment:** Service Provider will invest up to $380,000 ("Investment") toward renovation and expansion/improvement of the Dining Services operations. Service Provider will amortize the amount of the Investment on a straight-line basis over 72 months, commencing on the date of the Investment. Title to any improvements will vest in Client upon completion of the amortization. In the event (a) the Agreement is terminated prior to 72 months or (b) Service Provider ceases to use its national account or other vendor systems for the purchase of the majority of the food and other supplies for the Dining Services due to Client request to use other vendors, Client will reimburse Service Provider, on such date, the unamortized portion of the Investment plus interest on the unamortized portion at a rate of 1.0% per month compounded over the remaining term of the established amortization period and title to any improvements will vest in Client upon such reimbursement. The Parties agree that any amounts due under this paragraph are not intended as a penalty.

4) **Management Fee Credit:** Service Provider has agreed to provide a credit to Client on its invoice for December 2025 in the amount of $33,750 to offset a portion of Service Provider's Management Fee and Overhead Support Allowance charge during the period of April 2025 through September 2025.

5) **Future Year Monthly Subsidy Development:** Client and Service Provider will develop a projection and related Monthly Subsidy for the 2027 calendar year and each of subsequent year of this Agreement during the last 6 months of the previous calendar year. Client and Service provider will agree in writing to the amount of each subsequent year's Monthly Subsidy, which will be reflected in a written amendment to this Agreement. For the avoidance of doubt, the projection for each subsequent calendar year will include an increase to Service Provider's management fee and overhead support charges based on the 12-month percentage change over the prior year in the most recently published Consumer Price Index, U.S. All Urban Consumers, Food Away From Home, Not Seasonally Adjusted ("CPI") and Service Provider's fringe rates will increase by the percentage change, if any, during the 12-month period preceding the anniversary of the Effective Date in the Employment Cost Index, Private Industry, Total Benefits, 12-Month Percent Change, Not Seasonally Adjusted – CIU2030000000000A as published by the United States Department of Labor, Bureau of Labor Statistics (the "ECI Benefits Index").

6) **Monthly Cost Guarantee:** Notwithstanding anything to the contrary contained within this Agreement (including specifically anything contained within Section II of the Service Exhibit (Exhibit A), unless otherwise agreed to in a written amendment executed after October 1, 2025, Client's total monthly financial obligation to Service Provider for the Dining Services related to routine operational costs allocated to Service Provider under this Agreement shall not exceed the Monthly Subsidy amount set forth in Section 1.a of this Exhibit A-1 plus any monthly costs in excess of the applicable Monthly Cap for the items identified in Section 1.c of this Exhibit A-1. For clarity and the avoidance of doubt, the following costs are not routine operational costs and are specifically excluded from the cost guarantee offered by Service Provider through the Monthly Subsidy: (i) costs due to a Force Majeure event; (ii) costs that may arise in connection with the termination or expiration of this Agreement, including any repayment obligations under Sections 2 or 3 of this Exhibit A-1 or Section II.F.3 of Exhibit A; (iii) any

purchases made by Service Provider at Client's express written request for items which are otherwise Client's responsibility under this Agreement; and (iv) any costs incurred by Service Provider and charged to Client for Dining Services prior to October 1, 2025.