

**FIRST ADDENDUM TO THE EXTERIOR LANDSCAPE MAINTENANCE
SERVICE AGREEMENT**

This First Addendum to the Exterior Landscape Maintenance Service Agreement (this “**Addendum**”), is made and entered into as of the 17 day of November 2015, by and between the Ballantrae Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in the Pasco County, Florida (the “**Owner**”), and Austin Outdoor, LLC (the “**Contractor**”).

RECITALS

WHEREAS, the Owner and the Contractor entered into the Exterior Landscape Maintenance Service Agreement dated April 1, 2012 (the “**Agreement**”), incorporated by reference herein; and

WHEREAS, the Owner and the Contractor agree that any provision in the Agreement relating to obligations and responsibilities of OLM, Inc. (the “**Consultant**”) are no longer applicable; and

WHEREAS, the Owner and the Contractor have extended the Agreement from month to month since the term has expired and the parties desire to further extend the term of the Agreement; and

WHEREAS, the Owner and the Contractor desire to modify certain provisions of the Agreement as further described in this Addendum; and

WHEREAS, the Owner and the Contractor each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party 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 Owner and the Contractor agree as follows:

1. All provisions in the Agreement relating to obligations and responsibilities of the Consultant and conditions relating to the Consultant’s inspections are hereby deleted and shall have no further force or effect.
2. The term of the Agreement is hereby extended to November 30, 2016, on which date the Agreement shall terminate.
3. Sections 4.2-4.5 are hereby deleted and replaced with the following language:

Contractor shall submit to the District Manager a monthly invoice for the Landscape Maintenance Payment in the amount of \$12,019.25, together with

a detailed statement of all services rendered to the Owner by the Contractor in the preceding month. Within 30 days after receipt of said invoice and statement, the Owner shall remit to the Contractor \$12,019.25.

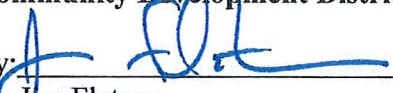
4. The Weekly Maintenance Worksheet attached hereto hereby replaces the "Exhibit 'D' Weekly Maintenance Worksheet" in the Agreement.
5. Except as hereby modified, the terms and conditions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF the undersigned have executed this Addendum effective as of March 31, 2015.

Austin Outdoor, LLC

By: 
Name: BRIAN F. MARTIN
Title: REGIONAL VP

**Ballantrae
Community Development District**

By: 
Jim Flateau
Chairman of the Board of Supervisors