

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED AUGUST 24, 2022

NEW ISSUE - BOOK-ENTRY ONLY
LIMITED OFFERING

NOT RATED

In the opinion of GrayRobinson, P.A., Bond Counsel, under existing law and assuming compliance with the tax covenants described herein, and the accuracy of certain representations and certifications made by the District described herein, interest on the Assessment Area Two Bonds (as hereinafter defined) is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code").

\$5,500,000\*

PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT
(MANATEE COUNTY, FLORIDA)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(ASSESSMENT AREA TWO PROJECT)

Dated: Date of Delivery

Due: As set forth herein.

The Parrish Plantation Community Development District Special Assessment Revenue Bonds, Series 2022 (Assessment Area Two Project) (the "Assessment Area Two Bonds") are being issued by the Parrish Plantation Community Development District (the "District" or "Issuer") only in fully registered form, without coupons, in denominations of \$5,000 and any integral multiple thereof.

The Assessment Area Two Bonds will bear interest at the fixed rates set forth below, calculated on the basis of a 360-day year comprised of twelve 30 day months, payable semi-annually on each May 1 and November 1, commencing November 1, 2022. The Assessment Area Two Bonds, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC") of New York, New York.

Proceeds of the Assessment Area Two Bonds will be used to provide funds to (i) finance the Cost of acquisition, construction, installation and equipping of a portion of the Assessment Area Two Project (defined herein); (ii) pay certain costs associated with the issuance of the Assessment Area Two Bonds; (iii) pay a portion of the interest accruing on the Assessment Area Two Bonds; and (iv) fund the Assessment Area Two Reserve Account as herein provided.

The District is a local unit of special purpose government of the State of Florida, created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance No. 19-33 of the Board of County Commissioners of Manatee County, Florida (the "County"), enacted on October 10, 2019 and effective as of October 17, 2019.

The Assessment Area Two Bonds are subject to optional, mandatory sinking fund and extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein.

NEITHER THE ASSESSMENT AREA TWO BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA.

The Assessment Area Two Bonds involve a degree of risk (see "BONDOWNERS' RISKS" herein) and are not suitable for all investors (see "SUITABILITY FOR INVESTMENT" herein). The Underwriter named below is limiting this offering to "accredited investors" within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder.

This cover page contains information for quick reference only. It is not a summary of the Assessment Area Two Bonds. Investors must read the entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

MATURITY SCHEDULE

Table with 4 columns: Amount, Series, Maturity Date, and Yield/Price/CUSIP. It lists four entries for Series 2022 Term Bonds due May 1, 2022.

The initial sale of the Assessment Area Two Bonds is subject to certain conditions precedent, including, without limitation, receipt of the opinion of GrayRobinson, P.A., Tampa, Florida, Bond Counsel, as to the validity of the Assessment Area Two Bonds and the excludability of interest thereon from gross income for federal income tax purposes.



Dated: \_\_\_\_\_, 2022

\* Preliminary, subject to change.

\*\* The District is not responsible for the CUSIP numbers, nor is any representation made as to their correctness. The CUSIP numbers are included solely for the convenience of the readers of this Limited Offering Memorandum.

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Assessment Area Two Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The District has deemed this Preliminary Limited Offering Memorandum "final," except for permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

**PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS**

Matt O'Brien,\* Chairperson  
Brent Dunham,\* Vice-Chairperson  
Bruce Danielson, Assistant Secretary  
Marlena Nitschke,\* Assistant Secretary  
Allison Martin,\* Assistant Secretary

\* Employee of, or affiliated with, JEN Tampa 4 and/or the Development Manager

**DISTRICT MANAGER/METHODOLOGY CONSULTANT**

Inframark, LLC  
Tampa, Florida

**DISTRICT COUNSEL**

Straley Robin Vericker P.A.  
Tampa, Florida

**BOND COUNSEL AND DISCLOSURE COUNSEL**

GrayRobinson, P.A.  
Tampa, Florida

**DISTRICT ENGINEER**

ZNS Engineering, L.C.  
Bradenton, Florida

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DISTRICT. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE ASSESSMENT AREA TWO BONDS, AND THERE SHALL BE NO OFFER, SOLICITATION, OR SALE OF THE ASSESSMENT AREA TWO BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE LANDOWNERS AND THE DEVELOPMENT MANAGER (AS SUCH TERMS ARE HEREINAFTER DEFINED), THE DISTRICT, PUBLIC DOCUMENTS, RECORDS AND OTHER SOURCES, WHICH SOURCES ARE BELIEVED TO BE RELIABLE BUT WHICH INFORMATION IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF, THE UNDERWRITER NAMED ON THE COVER PAGE OF THIS LIMITED OFFERING MEMORANDUM.

THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN CONTAINED ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT OR THE LANDOWNERS AND THE DEVELOPMENT MANAGER OR IN THE STATUS OF THE DEVELOPMENT OR THE ASSESSMENT AREA TWO PROJECT (AS SUCH TERMS ARE HEREINAFTER DEFINED) SINCE THE DATE HEREOF.

THE ASSESSMENT AREA TWO BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SUCH ACTS. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE ASSESSMENT AREA TWO BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THE DISTRICT, THE COUNTY, THE STATE, NOR ANY OTHER POLITICAL SUBDIVISIONS THEREOF HAVE GUARANTEED OR PASSED UPON THE MERITS OF THE ASSESSMENT AREA TWO BONDS, UPON THE PROBABILITY OF ANY EARNINGS

THEREON OR UPON THE ACCURACY OR ADEQUACY OF THIS LIMITED OFFERING MEMORANDUM.

"FORWARD-LOOKING STATEMENTS" ARE USED IN THIS DOCUMENT BY USING FORWARD LOOKING WORDS SUCH AS "MAY," "WILL," "SHOULD," "INTENDS," "EXPECTS," "BELIEVES," "ANTICIPATES," "ESTIMATES," OR OTHERS. THE READER IS CAUTIONED THAT FORWARD-LOOKING STATEMENTS ARE SUBJECT TO A VARIETY OF UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER FROM THE PROJECTED RESULTS. THOSE RISKS AND UNCERTAINTIES INCLUDE GENERAL ECONOMIC AND BUSINESS CONDITIONS, CONDITIONS IN THE FINANCIAL MARKETS AND REAL ESTATE MARKET, THE DISTRICT'S COLLECTION OF ASSESSMENT AREA TWO SPECIAL ASSESSMENTS, AND VARIOUS OTHER FACTORS WHICH MAY BE BEYOND THE DISTRICT'S, THE LANDOWNERS' AND THE DEVELOPMENT MANAGER'S CONTROL. BECAUSE THE DISTRICT, THE LANDOWNERS AND THE DEVELOPMENT MANAGER CANNOT PREDICT ALL FACTORS THAT MAY AFFECT FUTURE DECISIONS, ACTIONS, EVENTS, OR FINANCIAL CIRCUMSTANCES, WHAT ACTUALLY HAPPENS MAY BE DIFFERENT FROM WHAT IS INCLUDED IN FORWARD-LOOKING STATEMENTS.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT AND THE LANDOWNERS DO NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

THIS LIMITED OFFERING MEMORANDUM IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: [WWW.MUNIOS.COM](http://WWW.MUNIOS.COM) AND [WWW.EMMA.MSRB.ORG](http://WWW.EMMA.MSRB.ORG). THIS LIMITED OFFERING MEMORANDUM MAY BE RELIED UPON ONLY IF IT IS PRINTED IN ITS ENTIRETY DIRECTLY FROM EITHER OF SUCH WEBSITES.

THIS PRELIMINARY LIMITED OFFERING MEMORANDUM IS IN A FORM DEEMED FINAL BY THE DISTRICT FOR PURPOSES OF RULE 15C2-12 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15C2-12(B)(1).

## TABLE OF CONTENTS

	PAGE
INTRODUCTION .....	1
DESCRIPTION OF THE ASSESSMENT AREA TWO BONDS .....	3
General Description.....	3
Redemption Provisions.....	4
Purchase of Assessment Area Two Bonds .....	6
Book-Entry Only System .....	7
SECURITY FOR AND SOURCE OF PAYMENT OF THE ASSESSMENT AREA TWO BONDS.....	9
General .....	9
Covenant to Levy the Assessment Area Two Special Assessments.....	10
Prepayment of Assessment Area Two Special Assessments.....	10
Additional Obligations .....	11
Covenant Against Sale or Encumbrance .....	11
Assessment Area Two Acquisition and Construction Account.....	12
Assessment Area Two Reserve Account.....	13
Deposit and Application of the Assessment Area Two Pledged Revenues.....	15
Investments.....	17
Indenture Provisions Relating to Bankruptcy or Insolvency of a Landowner.....	17
Events of Default and Remedies .....	18
ENFORCEMENT OF ASSESSMENT COLLECTIONS .....	20
General .....	20
Uniform Tax Collection Procedure for Assessment Area Two Special Assessments.....	20
Foreclosure .....	23
BONDOWNERS' RISKS .....	24
Concentration of Land Ownership .....	24
Bankruptcy and Related Risks.....	24
Assessment Area Two Special Assessments Are Non-Recourse .....	25
Regulatory and Environmental Risks.....	25
Economic Conditions and Changes in Development Plans.....	26
Other Taxes and Assessments .....	26
Limited Secondary Market for Assessment Area Two Bonds .....	27
Inadequacy of Assessment Area Two Reserve Account.....	27
Legal Delays.....	28
IRS Examination and Audit Risk .....	28
Loss of Exemption from Securities Registration.....	30
Federal Tax Reform.....	30
State Tax Reform.....	30
Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area Two Project or the Construction of Homes within Assessment Area Two .....	31
COVID-19 and Related Matters.....	31
Cybersecurity.....	31
Payment of Assessment Area Two Special Assessments after Bank Foreclosure .....	32
Prepayment and Redemption Risk .....	32
ESTIMATED SOURCES AND USES OF FUNDS .....	33
DEBT SERVICE REQUIREMENTS.....	34

THE DISTRICT .....	35
General Information .....	35
Legal Powers and Authority .....	35
Board of Supervisors .....	36
The District Manager and Other Consultants .....	37
Outstanding Indebtedness.....	37
CAPITAL IMPROVEMENT PROGRAM AND THE ASSESSMENT AREA TWO PROJECT .....	38
ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS .....	40
THE DEVELOPMENT .....	42
General Overview.....	42
Update on Assessment Area One .....	43
Land Acquisition and Finance Plan.....	43
Development Plan and Status.....	44
The Development Agreement and the Option Agreement .....	44
Residential Product Offerings .....	44
Development Approvals.....	45
Environmental .....	45
Taxes, Fees and Assessments .....	45
Amenities.....	46
Utilities .....	46
Education.....	46
Competition .....	46
No Development Agreements .....	46
THE LANDOWNERS AND THE DEVELOPMENT MANAGER.....	47
General .....	47
JEN Tampa 4 .....	47
The Development Manager and the Builder.....	47
TAX MATTERS.....	49
Federal Income Taxes .....	49
State Taxes .....	49
[Original Issue Discount and Premium Bonds].....	50
Ancillary Tax Matters .....	50
Changes in Law and Post Issuance Events.....	51
AGREEMENT BY THE STATE .....	51
LEGALITY FOR INVESTMENT.....	51
SUITABILITY FOR INVESTMENT .....	52
ENFORCEABILITY OF REMEDIES .....	52
LITIGATION.....	52
The District.....	52
JEN Tampa 4 .....	52
The Development Manager and the Builder.....	52
CONTINGENT FEES .....	53
NO RATING.....	53
EXPERTS .....	53

FINANCIAL INFORMATION .....	53
DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS.....	54
CONTINUING DISCLOSURE.....	54
UNDERWRITING .....	54
VALIDATION.....	55
LEGAL MATTERS.....	55
MISCELLANEOUS .....	55
AUTHORIZATION AND APPROVAL.....	56
APPENDIX A: COPY OF THE MASTER INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL INDENTURE	A-1
APPENDIX B: PROPOSED FORM OF OPINION OF BOND COUNSEL	B-1
APPENDIX C: SUPPLEMENTAL ENGINEER'S REPORT	C-1
APPENDIX D: ASSESSMENT METHODOLOGY	D-1
APPENDIX E: PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT	E-1
APPENDIX F: FINANCIAL STATEMENTS	F-1

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**\$5,500,000\***  
**PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT**  
**(MANATEE COUNTY, FLORIDA)**  
**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022**  
**(ASSESSMENT AREA TWO PROJECT)**

**INTRODUCTION**

The purpose of this Limited Offering Memorandum is to set forth certain information in connection with the offering for sale by the Parrish Plantation Community Development District (the "District" or "Issuer") of its \$5,500,000\* Special Assessment Revenue Bonds, Series 2022 (Assessment Area Two Project) (the "Assessment Area Two Bonds").

THE ASSESSMENT AREA TWO BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. PURSUANT TO APPLICABLE STATE LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE ASSESSMENT AREA TWO BONDS TO ONLY ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. THE LIMITATION OF THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFER IN ANY SECONDARY MARKET FOR THE ASSESSMENT AREA TWO BONDS. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE ASSESSMENT AREA TWO BONDS. SEE "BONDOWNERS' RISKS" AND "SUITABILITY FOR INVESTMENT" HEREIN.

The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance No. 19-33 of the Board of County Commissioners of Manatee County, Florida (the "County"), enacted on October 10, 2019 and effective as of October 17, 2019 (the "Establishment Ordinance"). The District's boundaries were expanded pursuant to Ordinance No. 21-32, effective as of August 31, 2021 (the "Amending Ordinance" and, together with the Establishment Ordinance, the "Ordinance"). The District was created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands (as hereinafter defined) and has previously determined to undertake, in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the District Lands. The Act authorizes the District to issue bonds for the purpose of, among others, financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining water management, water supply, sewer and wastewater management, bridges or culverts, public roads, streetlights and other basic infrastructure projects within or without the boundaries of the District as provided in the Act.

The District is located entirely within an unincorporated area of southeastern Manatee County. The District originally included approximately 199 acres of land (the "Original District Lands"). The District was expanded by approximately 593 acres (the "Expansion Lands") pursuant to the Amending Ordinance and now contains approximately 792 acres (the "District Lands"). The District Lands are being developed as two single-family residential communities known as "Crosswind Point" and "Crosswind Ranch" (collectively, the "Development"), which is expected to contain approximately 1,630 single-family units at build out. Assessment Area Two is located in Crosswind Ranch.

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\* Preliminary, subject to change.

The District previously issued its Assessment Area One Bonds in order to finance a portion of the public infrastructure improvements associated with Assessment Area One (the "Assessment Area One Project"). Assessment Area One contains 472 platted lots, of which approximately 250 lots are fully developed. See "THE DEVELOPMENT – Update on Assessment Area One" herein for more information.

Proceeds of the Assessment Area Two Bonds will be used to provide funds to: (i) finance the Cost of acquisition, construction, installation and equipping of a portion of the Assessment Area Two Project (defined herein); (ii) pay certain costs associated with the issuance of the Assessment Area Two Bonds; (iii) pay a portion of the interest accruing on the Assessment Area Two Bonds; and (iv) fund the Assessment Area Two Reserve Account as herein provided. See "CAPITAL IMPROVEMENT PROGRAM AND THE ASSESSMENT AREA TWO PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Assessment Area Two Bonds will be secured by the Assessment Area Two Special Assessments (as defined herein) which will be levied on the 125 platted lots which comprise Assessment Area Two. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" for more information regarding allocation of the Assessment Area Two Special Assessments. JEN Tampa 4, LLC, a Florida limited liability company (the "JEN Tampa 4"), owns approximately 47 lots within Assessment Area Two. JEN Tampa 4 has entered into a Development Agreement (as hereinafter defined) with Homes by West Bay, LLC, a Florida limited liability company (the "Builder" and together with JEN Tampa 4, the "Landowners"), and HBWB Development Services, LLC, a Florida limited liability company (HBWB" and together with the Builder, the "Development Manager") to develop the lands within Assessment Area Two. JEN Tampa 4 has also entered into the Option Agreement (as hereinafter defined) with the Builder, whereby the Builder and/or its affiliates will purchase all of the developed lots in Assessment Area Two. As of August 1, 2022, the Builder owns 78 lots. See "THE LANDOWNERS AND THE DEVELOPMENT MANAGER" herein for more information regarding the Development Manager and the Builder, and see "THE DEVELOPMENT – The Development Agreement and the Option Agreement" herein for more information on the Development Agreement and the Option Agreement.

The Assessment Area Two Bonds are being issued by the District pursuant to the Act, Resolutions No. 2020-21 and No. 2022-01 adopted by the Board of Supervisors of the District (the "Board") on October 18, 2019 and October 21, 2021, respectively (collectively, the "Bond Resolution"), and a Master Trust Indenture, dated as of February 1, 2021 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture, dated as of September 1, 2022 (the "Second Supplemental Indenture," and together with the Master Indenture, the "Indenture"), each by and between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"). All capitalized terms used in this Limited Offering Memorandum that are defined in the Indenture and not defined herein shall have the respective meanings set forth in the Indenture. See "APPENDIX A: COPY OF THE MASTER INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL INDENTURE" hereto.

The Assessment Area Two Bonds are equally and ratably secured by the Assessment Area Two Pledged Revenues, without preference or priority of one Assessment Area Two Bond over another. The Assessment Area Two Pledged Revenues consists of all right, title and interest of the District in, to and under, subject to the terms and conditions of the Master Indenture, the revenues derived by the District from the Assessment Area Two Special Assessments levied and imposed pursuant to the Assessment Proceedings (as hereinafter defined) as the same may be amended from time to time and all amounts in the Funds and Accounts (except for the Assessment Area Two Rebate Account and the Assessment Area Two Cost of Issuance Account) established under the Second Supplemental Indenture (collectively, the "Assessment Area Two Pledged Revenues"). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE ASSESSMENT AREA TWO BONDS."

There follows in this Limited Offering Memorandum a brief description of the District, the Landowners and the Development Manager, the Development, Assessment Area Two, the Assessment Area Two Project and summaries of certain terms of the Assessment Area Two Bonds, the Indenture and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such documents and statute, and all references to the Assessment Area Two Bonds are qualified by reference to the definitive form thereof and the information with respect thereto contained in the Indenture. A copy of the Master Indenture and proposed form of the Second Supplemental Indenture appear in APPENDIX A hereto.

This Limited Offering Memorandum speaks only as of its date and the information contained herein is subject to change.

## **DESCRIPTION OF THE ASSESSMENT AREA TWO BONDS**

### **General Description**

The Assessment Area Two Bonds are issuable only as fully registered bonds, without coupons, in the denominations of \$5,000 and any integral multiple thereof (an "Authorized Denomination"). The Assessment Area Two Bonds will initially be offered only to "accredited investors" within the meaning of Chapter 517, Florida Statutes, as amended, and the rules of the Florida Department of Financial Services promulgated thereunder; provided, however, the limitation of the initial offering to accredited investors does not denote restrictions on transfers in any secondary market for the Assessment Area Two Bonds. See "SUITABILITY FOR INVESTMENT" herein.

The Assessment Area Two Bonds shall be dated as of the date of initial delivery. Each Assessment Area Two Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Assessment Area Two Bond has been paid, in which event such Assessment Area Two Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Assessment Area Two Bonds, in which event such Assessment Area Two Bond shall bear interest from its date. Interest on the Assessment Area Two Bonds shall be due and payable on each May 1 and November 1 of each year, commencing November 1, 2022 and shall be computed on the basis of a 360-day year of twelve 30-day months.

The Assessment Area Two Bonds shall be initially issued in the form of a separate single certificated fully registered Assessment Area Two Bond for each maturity thereof. Upon initial issuance, the ownership of each such Assessment Area Two Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), the initial Bond Depository. Except as provided in the Indenture, all of the Outstanding Assessment Area Two Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC. See "– Book-Entry Only System."

U.S. Bank Trust Company, National Association is initially serving as the Trustee, Registrar and Paying Agent for the Assessment Area Two Bonds.

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**Redemption Provisions**

**Optional Redemption**

The Assessment Area Two Bonds are subject to redemption at the option of the District prior to maturity, in whole or in part, on any date on or after May 1, 20\_\_ at the Redemption Price of 100% of the principal amount to be redeemed plus accrued interest to the redemption date.

**Mandatory Sinking Fund Redemption**

The Assessment Area Two Bonds maturing May 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Assessment Area Two Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u>
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\*Maturity

The Assessment Area Two Bonds maturing May 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Assessment Area Two Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u>
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\*Maturity

The Assessment Area Two Bonds maturing May 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Assessment Area Two Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below.



(ii) Amounts are deposited into the Assessment Area Two Prepayment Account from the prepayment of Assessment Area Two Special Assessments and from amounts deposited into the Assessment Area Two Prepayment Account from any other sources; or

(iii) When the amount on deposit in the Assessment Area Two Reserve Account, together with other moneys available therefor are sufficient to pay and redeem all the Assessment Area Two Bonds then Outstanding as provided in the Second Supplemental Indenture.

If less than all of the Assessment Area Two Bonds of a maturity subject to redemption shall be called for redemption, the particular Assessment Area Two Bonds or portions of such Assessment Area Two Bonds of that maturity to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

### **Notice of Redemption**

Notice of each redemption of Assessment Area Two Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of Assessment Area Two Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Assessment Area Two Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Assessment Area Two Bonds or such portions thereof on such date, interest on such Assessment Area Two Bonds or such portions thereof so called for redemption shall cease to accrue, such Assessment Area Two Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Assessment Area Two Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent.

If at the time of mailing the notice of an optional redemption, the District shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem all the Assessment Area Two Bonds called for redemption, such notice shall state that the redemption is conditional and is subject to the deposit of the redemption moneys with the Trustee or Paying Agent, as the case may be, not later than the redemption or purchase date, and such notice shall be of no effect unless such moneys are so deposited. Reference is hereby specifically made to "APPENDIX A: COPY OF THE MASTER INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL INDENTURE" for additional details concerning the redemption of Assessment Area Two Bonds.

### **Purchase of Assessment Area Two Bonds**

At the written direction of the District, the Trustee shall apply moneys from time to time available in the Assessment Area Two Fund Sinking Account to the purchase of Assessment Area Two Bonds, at prices not higher than the principal amount thereof, in lieu of redemption as aforesaid, provided that firm purchase commitments can be made before the notice of redemption would otherwise be required to be given. In the event of purchases at less than the principal amount thereof, the difference between the amount in the Assessment Area Two Sinking Fund representing the principal amount of the Assessment Area Two Bonds so purchased and the purchase price thereof (exclusive of accrued interest) shall be transferred to the Assessment Area Two Interest Account of the Debt Service Fund.

## **Book-Entry Only System**

*The information in this caption concerning DTC and DTC's book-entry system has been obtained from DTC, and neither the District nor the Underwriter make any representation or warranty or take any responsibility for the accuracy or completeness of such information.*

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Assessment Area Two Bonds. The Assessment Area Two Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Assessment Area Two Bond certificate will be issued for each maturity of the Assessment Area Two Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Assessment Area Two Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Assessment Area Two Bonds on DTC's records. The ownership interest of each actual purchaser of each Assessment Area Two Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Assessment Area Two Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Assessment Area Two Bonds, except in the event that use of the book-entry system for the Assessment Area Two Bonds is discontinued.

To facilitate subsequent transfers, all Assessment Area Two Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Assessment Area Two Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any

change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Assessment Area Two Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Assessment Area Two Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Assessment Area Two Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Assessment Area Two Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Assessment Area Two Bond documents. For example, Beneficial Owners of Assessment Area Two Bonds may wish to ascertain that the nominee holding the Assessment Area Two Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Assessment Area Two Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Assessment Area Two Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Assessment Area Two Bonds unless authorized by a Direct Participant in accordance with DTC's MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Assessment Area Two Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions,\* and interest payments on the Assessment Area Two Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Assessment Area Two Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Assessment Area Two Bond certificates are required to be printed and delivered.

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\* Not applicable to the Assessment Area Two Bonds.



The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Assessment Area Two Bond certificates will be printed and delivered to DTC.

## **SECURITY FOR AND SOURCE OF PAYMENT OF THE ASSESSMENT AREA TWO BONDS**

### **General**

NEITHER THE ASSESSMENT AREA TWO BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE ASSESSMENT AREA TWO BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE ASSESSMENT AREA TWO BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE ASSESSMENT AREA TWO BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE ASSESSMENT AREA TWO PLEDGED REVENUES PLEDGED TO THE ASSESSMENT AREA TWO BONDS, ALL AS PROVIDED IN THE ASSESSMENT AREA TWO BONDS AND IN THE INDENTURE.

The Assessment Area Two Bonds are equally and ratably secured by the Assessment Area Two Pledged Revenues, without preference or priority of one Assessment Area Two Bond over another. The Assessment Area Two Pledged Revenues consists of all right, title and interest of the District in, to and under, subject to the terms and conditions of the Master Indenture, the revenues derived by the District from the Assessment Area Two Special Assessments levied and imposed pursuant to the Assessment Proceedings (as hereinafter defined) as the same may be amended from time to time and the Funds and Accounts (except for the Assessment Area Two Rebate Account and the Assessment Area Two Cost of Issuance Account) established under the Second Supplemental Indenture. The "Assessment Area Two Special Assessments" are the Special Assessments levied against properties within the District specifically benefitted by the Assessment Area Two Project, as described in the Assessment Proceedings (as hereinafter defined). The Assessment Area Two Bonds are not secured by assessments on any other District Lands.

"Special Assessments" as defined in the Master Indenture means (a) the net proceeds derived from the levy and collection of "special assessments," as provided for in Sections 190.011(14) and 190.022 of the Act against District Lands that are subject to assessment as a result of a particular Project or any portion thereof, and (b) the net proceeds derived from the levy and collection of "benefit special assessments," as provided for in Section 190.021(2) of the Act, against the lands within the District that are subject to assessment as a result of a particular Project or any portion thereof, and in the case of both "special assessments" and "benefit special assessments," including the interest and penalties on such assessments, pursuant to all applicable provisions of the Act and Chapter 170, Florida Statutes, and Chapter 197, Florida Statutes (and any successor statutes thereto), including, without limitation, any amount received from any foreclosure proceeding for the enforcement of collection of such assessments or from the issuance and sale of tax certificates with respect to such assessments, less (to the extent applicable) the fees and costs of collection thereof payable to the Tax Collector and less certain administrative costs payable to the Property Appraiser pursuant to the Property Appraiser and Tax Collector Agreement. "Special Assessments" shall not include "special assessments" levied and collected by the District under Section 190.022 of the Act for

maintenance purposes or "maintenance special assessments" levied and collected by the District under Section 190.021(3) of the Act. The Assessment Area Two Special Assessments do not include any "benefit special assessments". "Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Assessment Area Two Special Assessments, including the Assessment Resolution and any supplemental proceedings undertaken by the District with respect to the Assessment Area Two Special Assessments.

Non-ad valorem assessments are not based on millage and are not taxes, but can become a lien against the homestead as permitted in Section 4, Article X of the Florida State Constitution. The Assessment Area Two Special Assessments will constitute a lien against the land as to which the Assessment Area Two Special Assessments are imposed. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

### **Covenant to Levy the Assessment Area Two Special Assessments**

The District will covenant in the Indenture to comply with the terms of the proceedings heretofore adopted with respect to the Assessment Area Two Special Assessments, including the Assessment Methodology (defined herein), and to levy Assessment Area Two Special Assessments and any required true-up payments set forth in the Assessment Methodology, in such manner as will generate funds sufficient to pay the principal of and interest on the Assessment Area Two Bonds when due. The District will further agree that it shall not amend the Assessment Methodology in any material manner without the written consent of the Majority Owners.

If any Assessment Area Two Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any such Assessment Area Two Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make such Assessment Area Two Special Assessment when it might have done so, the District has additionally covenanted to either (i) take all necessary steps to cause a new Assessment Area Two Special Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement, or (ii) in its sole discretion, make up the amount of such Assessment Area Two Special Assessment from legally available moneys, which moneys shall be deposited into the Assessment Area Two Revenue Account. See "BONDOWNERS' RISKS" herein. In case any such subsequent Assessment Area Two Special Assessment shall also be annulled, the District shall obtain and make other Assessment Area Two Special Assessments until a valid Assessment Area Two Special Assessment shall be made.

### **Prepayment of Assessment Area Two Special Assessments**

Pursuant to the Act and the Assessment Proceedings, an owner of property subject to the levy of Assessment Area Two Special Assessments may pay the entire balance of the Assessment Area Two Special Assessments remaining due, without interest, within thirty (30) days after the Assessment Area Two Project has been completed or acquired by the District, and the Board has adopted a resolution accepting the Assessment Area Two Project pursuant to Chapter 170.09, Florida Statutes. The Landowners, as the sole owners of the property within Assessment Area Two, will waive this right in connection with the issuance of the Assessment Area Two Bonds pursuant to a "Declaration of Consent to Jurisdiction of Parrish Plantation Community Development District and to Imposition of Special Assessments." Such declaration will be recorded in the public records of the County, and the covenants contained therein will be binding on the Landowners and its successors and assigns.

Pursuant to the Assessment Proceedings, an owner of land against which an Assessment Area Two Special Assessment has been levied may pay the principal balance of such Assessment Area Two Special Assessment, in whole or in part at any time, if there is also paid an amount equal to the interest that would

otherwise be due on such balance to the earlier of the next succeeding November 1 or May 1, which is at least forty-five (45) days after the date of the payment. See "BONDOWNERS' RISKS – Prepayment and Redemption Risk" herein.

Any prepayment of Assessment Area Two Special Assessments will result in the extraordinary mandatory redemption of Assessment Area Two Bonds, as indicated under "DESCRIPTION OF THE ASSESSMENT AREA TWO BONDS – Redemption Provisions – Extraordinary Mandatory Redemption." The prepayment of Assessment Area Two Special Assessments does not entitle the owner of the property to a discount for early payment.

### **Additional Obligations**

Other than Bonds issued to refund a portion of Outstanding Assessment Area Two Bonds, the issuance of which as determined by the District results in present value debt service savings, the District shall not, while any Assessment Area Two Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Assessment Area Two Pledged Revenues. In addition, the District will covenant not to issue any other Bonds or other debt obligations secured by Special Assessments on assessable lands which are also encumbered by the Assessment Area Two Special Assessments for any capital project unless the Assessment Area Two Special Assessments have been Substantially Absorbed or the Majority Owners have consented in writing to the issuance of such Bonds or other debt obligations; provided, however, that the foregoing shall not preclude the imposition of Special Assessments on property subject to the Assessment Area Two Special Assessments which as determined by the District, are necessary for health, safety and welfare reasons or to remediate a natural disaster, as determined by the District. "Substantially Absorbed" means the date at least ninety percent (90%) of the principal portion of the Assessment Area Two Special Assessments have been assigned to residential units that have received certificates of occupancy. The District may issue Bonds or other debt obligations secured by Special Assessments on assessable lands not encumbered by the Assessment Area Two Special Assessments without limitation except as limited by the documents pursuant to which such Bonds or debt are issued. The Trustee and the District may rely on a certificate from the District Manager regarding such status of Substantial Absorption of the Assessment Area Two Special Assessments and in the absence of receipt of such certificate, may assume Substantial Absorption has not occurred.

Except as set forth above, the District and/or other public entities may impose taxes or other special assessments on the same properties encumbered by the Assessment Area Two Special Assessments without the consent of the Owners of the Assessment Area Two Bonds. Additionally, the District expects to impose certain non-ad valorem special assessments called maintenance assessments, which are of equal dignity with the Assessment Area Two Special Assessments, on the same lands upon which the Assessment Area Two Special Assessments are imposed, to fund the maintenance and operation of the District. See "THE DEVELOPMENT – Taxes, Fees and Assessments" and "BONDOWNERS' RISKS" herein.

### **Covenant Against Sale or Encumbrance**

In the Master Indenture, the District will covenant that (a) except for those improvements comprising any Project that are to be conveyed by the District to the County, the State Department of Transportation or another governmental entity and (b) except as otherwise permitted in the Indenture, it will not sell, lease or otherwise dispose of or encumber any Project or any part thereof, including the Assessment Area Two Project. See "APPENDIX A: COPY OF THE MASTER INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL INDENTURE" herein for more information.

## **Assessment Area Two Acquisition and Construction Account**

The Second Supplemental Indenture establishes a separate account within the Acquisition and Construction Fund designated as the "Assessment Area Two Acquisition and Construction Account." Amounts on deposit in the Assessment Area Two Acquisition and Construction Account shall be applied to pay the Costs of the Assessment Area Two Project upon presentment to the Trustee of a properly signed requisition in substantially the form attached to the Second Supplemental Indenture.

The District shall not declare that the Completion Date of the Assessment Area Two Project has occurred until after the Reserve Account Release Conditions (as defined herein) have been satisfied, and all moneys transferred from the Assessment Area Two Reserve Account to the Assessment Area Two Acquisition and Construction Account have been expended or the Consulting Engineer has certified in writing to the District and the Trustee that such amount is in excess of what is needed to complete the Assessment Area Two Project. The Trustee shall have no obligation to inquire if the Reserve Account Release Conditions have occurred and, in the absence of notice from the District, the Trustee may assume that the Reserve Account Release Conditions have not occurred.

Any balance remaining in the Assessment Area Two Acquisition and Construction Account after the Completion Date of the Assessment Area Two Project and after retaining the amount, if any, of all remaining unpaid Costs of the Assessment Area Two Project set forth in the Engineers' Certificate establishing such Completion Date, shall be deposited in the Assessment Area Two Prepayment Account in the Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Assessment Area Two Bonds in the manner prescribed in the Assessment Area Two Bonds. At such time as there are no amounts on deposit in the Assessment Area Two Acquisition and Construction Account such account shall be closed. No such transfer to the Assessment Area Two Prepayment Account shall be made if on the date of such proposed transfer the Trustee has actual knowledge that an Event of Default exists until such Event of Default no longer exists or is waived or the Trustee is directed by the Majority Owners to otherwise apply such moneys.

In accordance with the provisions of the Indenture, the Assessment Area Two Bonds are payable solely from the Assessment Area Two Pledged Revenues. The District will acknowledge that (i) the Assessment Area Two Pledged Revenues include, without limitation, all amounts on deposit in the Assessment Area Two Acquisition and Construction Account then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Assessment Area Two Bonds, the Assessment Area Two Pledged Revenues may not be used by the District (whether to pay costs of the Assessment Area Two Project or otherwise) without the consent of the Majority Owners and (iii) the Assessment Area Two Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District shall not enter into any binding agreement with respect to the Assessment Area Two Project after the occurrence of an Event of Default unless authorized in writing by the Majority Owners.

During the continuance of an Event of Default specified in Subsections 10.02(a) or 10.02(b) of the Master Indenture (a "Payment Related Default"), disbursements from the Assessment Area Two Acquisition and Construction Account shall be made only with the consent of the Majority Owners, except as provided below. During the continuance of a Payment Related Default, the Majority Owners shall have the right to provide direction to the District to terminate, suspend, or proceed under any contracts for construction of the Assessment Area Two Project entered into prior to the occurrence of such Payment Related Default. The Majority Owners may provide such direction at any time during the continuance of such Payment Related Default and shall not be deemed to have waived their right to do so through inaction or delay and may change such direction from time to time.

(i) Until such time as the Majority Owners provide such direction to the District, disbursements may be made without the consent of the Majority Owners for Costs incurred by the District under construction contracts entered into by the District prior to the occurrence of such Payment Related Default.

(ii) Upon direction by the Majority Owners to proceed under any such contract(s), no consent of the Majority Owners shall be required for disbursements for Costs incurred by the District thereunder until the date of suspension or termination of such contract directed by the Majority Owners described in subparagraph (iii) below.

(iii) Upon direction by the Majority Owners to suspend or terminate such construction contract(s), disbursements for Costs incurred by the District thereunder shall only be made (x) for disbursements for Costs incurred by the District under construction contracts entered into by the District prior to the occurrence of such Payment Related Default and which Costs relate to work performed before the earliest date on which the District is entitled to suspend or terminate such construction contract at the direction of the Majority Owners, or (y) with the consent of the Majority Owners.

Notwithstanding anything to the contrary contained herein, during the continuance of a Payment Related Default, the consent of the Majority Owners shall be required for disbursements for Costs under contracts for the acquisition of Assessment Area Two Project improvements from the Landowners and the Development Manager or their respective affiliates.

#### **Assessment Area Two Reserve Account**

The Indenture establishes an Assessment Area Two Reserve Account within the Debt Service Reserve Fund for the Assessment Area Two Bonds. The Assessment Area Two Reserve Account will, at the time of delivery of the Assessment Area Two Bonds, be funded from a portion of the proceeds of the Assessment Area Two Bonds in the amount of the Assessment Area Two Reserve Account Requirement. The "Assessment Area Two Reserve Account Requirement" or "Reserve Requirement" shall mean (i) an amount equal to the maximum annual debt service on the Assessment Area Two Bonds, determined initially on the date of issuance of the Assessment Area Two Bonds and (ii) upon satisfaction of the Reserve Account Release Conditions (as defined below), an amount equal to fifty percent (50%) of maximum annual Debt Service Requirement for the Assessment Area Two Bonds. Any amount in the Assessment Area Two Reserve Account may, upon final maturity of redemption of all Outstanding Assessment Area Two Bonds, be used to pay principal of and interest on the Assessment Area Two Bonds. The Assessment Area Two Reserve Account requirement shall be re-calculated upon the payment of principal of the Assessment Area Two Bonds pursuant to extraordinary mandatory redemption (but not upon optional redemption or mandatory redemption to satisfy Amortization Installments) and any resulting excess shall be transferred as provided in the Second Supplemental Indenture. Any excess in the Assessment Area Two Reserve Account as a result of satisfaction of the Reserve Account Release Conditions shall be deposited into the Assessment Area Two Acquisition and Construction Account. The District or the District Manager, on behalf of the District, shall provide written notice to the Trustee when the Reserve Account Release Conditions have been satisfied, upon which notice the Trustee may conclusively rely. The Assessment Area Two Reserve Account Requirement shall be equal to \$ \_\_\_\_\_.

"Reserve Account Release Conditions" shall mean (i) all of the single-family residential lots subject to the Assessment Area Two Special Assessments have closed with homebuilders; and (ii) no Event of Default has occurred and is continuing with respect to any Outstanding Assessment Area Two Bonds.

Amounts on deposit in the Assessment Area Two Reserve Account except as provided elsewhere in the Indenture shall be used only for the purpose of making payments into the Assessment Area Two

Interest Account and the Assessment Area Two Sinking Fund Account to pay principal and interest on the Assessment Area Two Bonds when due, without distinction as to Assessment Area Two Bonds and without privilege or priority of one Assessment Area Two Bond over another, when the moneys on deposit in such Accounts and available therefor are insufficient. Whenever, for any reason, on an Interest Payment Date, principal payment date or mandatory redemption date, the amount in the Assessment Area Two Interest Account or the Assessment Area Two Sinking Fund Account, as the case may be, is insufficient to pay all amounts payable on the Assessment Area Two Bonds therefrom on such payment dates, the Trustee shall, without further instructions, but subject to contrary direction by the Majority Owners of the Assessment Area Two Bonds, transfer the amount of any such deficiency from the Assessment Area Two Reserve Account into the Assessment Area Two Interest Account and the Assessment Area Two Sinking Fund Account, as the case may be, with priority to the Assessment Area Two Interest Account and then to the Assessment Area Two Sinking Fund Account, to be applied to pay the Assessment Area Two Bonds.

The Trustee, on or before the forty-fifth day (or if such day is not a Business Day, on the Business Day next preceding such day) next preceding each Quarterly Redemption Date, after taking into account all payments and transfers made as of such date, shall compute the value of the Assessment Area Two Reserve Account and shall promptly notify the District of the amount of any deficiency or surplus as of such date in such account. The District shall immediately pay the amount of any deficiency to the Trustee, for deposit in the Assessment Area Two Reserve Account, from the first legally available sources of the District. Any surplus in the Assessment Area Two Reserve Account shall be deposited into the Assessment Area Two Prepayment Account and applied to the extraordinary mandatory redemption of Assessment Area Two Bonds in accordance with the provisions therefor set forth in the form of the Assessment Area Two Bonds in Exhibit A of the Second Supplemental Indenture; provided, however, that any surplus resulting from (i) investment earnings, (ii) the occurrence of the Reserve Account Release Conditions, or (iii) optional prepayment of an Assessment Area Two Special Assessment by the owner of a lot or parcel shall in each case be applied as set forth below.

All earnings on investments in the Assessment Area Two Reserve Account shall be deposited to the Assessment Area Two Revenue Account, provided that no deficiency exists in the Assessment Area Two Reserve Account. Notwithstanding the foregoing, prior to the Date of Completion of the Assessment Area Two Project, earnings shall be deposited to the Assessment Area Two Acquisition and Construction Account if a deficiency does not exist. If a deficiency exists in the Assessment Area Two Reserve Account, such earnings shall remain on deposit in the Assessment Area Two Reserve Account until the deficiency is cured. The Assessment Area Two Reserve Account shall consist only of cash and Investment Securities.

Any excess in the Assessment Area Two Reserve Account as a result of satisfaction of the Reserve Account Release Conditions shall be deposited into the Assessment Area Two Acquisition and Construction Account. The District, or the District Manager on behalf of the District, shall provide written notice to the Trustee when the Reserve Account Release Conditions have been satisfied, upon which notice the Trustee may conclusively rely.

In the event that the amount on deposit in the Assessment Area Two Reserve Account exceeds the Assessment Area Two Reserve Account Requirement due to a decrease in the amount of Assessment Area Two Bonds that will be Outstanding as a result of an optional Prepayment or a mandatory true-up payment by the owner of a lot or parcel of land of an Assessment Area Two Special Assessment against such lot or parcel, the amount to be released shall be transferred from the Assessment Area Two Reserve Account to the Assessment Area Two Prepayment Account, as a credit against the Prepayment Principal otherwise required to be made by the owner of such lot or parcel.

On any date the District receives notice from the District Manager that a landowner wishes to prepay its Assessment Area Two Special Assessments or is required to make a mandatory true-up payment,

the District shall, or shall cause the District Manager on behalf of the District to, calculate the principal amount of such Prepayment, taking into account a credit against the amount of Prepayment Principal due in the amount of the surplus in the Assessment Area Two Reserve Account above the Assessment Area Two Reserve Requirement as a result of the proposed Prepayment. Such surplus shall be transferred to the Assessment Area Two Prepayment Account upon such Prepayment. The District Manager, on behalf of the District, shall make such calculation within ten (10) Business Days after such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the landowner from the Assessment Area Two Reserve Account to be used for the extraordinary mandatory redemption of the Assessment Area Two Bonds in accordance with the Second Supplemental Indenture. The Trustee is authorized to make such transfers and has no duty to verify such calculations.

Notwithstanding the foregoing on the earliest date on which there are sufficient monies on deposit in the Assessment Area Two Reserve Account, taking into account other monies available therefor, to pay and redeem all of the Outstanding Assessment Area Two Bonds, together with accrued interest on such Assessment Area Two Bonds, to the earliest date of redemption, then the Trustee shall transfer to the Assessment Area Two Prepayment Account the amount on deposit in the Assessment Area Two Reserve Account to pay and redeem all of the Outstanding Assessment Area Two Bonds on the earliest such date.

### **Deposit and Application of the Assessment Area Two Pledged Revenues**

Pursuant to the Second Supplemental Indenture, there is established within the Revenue Fund an Assessment Area Two Revenue Account into which the Trustee shall deposit the revenues from the Assessment Area Two Special Assessments including the interest thereon with the Trustee. Upon deposit of the revenues from the Assessment Area Two Special Assessments including the interest thereon with the Trustee, the District shall provide the Trustee a written accounting setting forth the amounts of such Assessment Area Two Special Assessments in the following categories which shall be deposited by the Trustee into the Funds and Accounts established under the Indenture as follows:

- (i) Assessment Interest which shall be deposited into the Assessment Area Two Interest Account;
- (ii) Assessment Principal, which shall be deposited into the Assessment Area Two Sinking Fund Account;
- (iii) Prepayment Principal which shall be deposited into the Assessment Area Two Prepayment Account;
- (iv) Delinquent Assessment Principal shall first be applied to restore the amount of any withdrawal from the Assessment Area Two Reserve Account to pay the principal of Assessment Area Two Bonds to the extent that less than the Assessment Area Two Reserve Account Requirement is on deposit in the Assessment Area Two Reserve Account, and, the balance, if any, shall be deposited into the Assessment Area Two Sinking Fund Account;
- (v) Delinquent Assessment Interest shall first be applied to restore the amount of any withdrawal, from the Assessment Area Two Reserve Account to pay the interest of Assessment Area Two Bonds to the extent that less than the Assessment Area Two Reserve Account Requirement is on deposit in the Assessment Area Two Reserve Account, and, the balance, if any, shall be deposited into the Assessment Area Two Interest Account;
- (vi) The balance shall be deposited in the Assessment Area Two Revenue Account.

On each February 1, May 1, August 1 and November 1 (or if such Day is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Assessment Area Two Prepayment Account and, if the balance therein is greater than zero, shall transfer, but only after transferring sufficient amounts as directed by the District to pay amounts on the next Interest Payment Date from the Assessment Area Two Revenue Account for deposit into such Prepayment Account, an amount sufficient to increase the amount on deposit therein to the next integral multiple of \$5,000, and, shall thereupon give notice and cause the extraordinary mandatory redemption of Assessment Area Two Bonds on the next succeeding Quarterly Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in such Prepayment Account in accordance with the provisions for extraordinary redemption of Assessment Area Two Bonds. All interest due in regard to such prepayments shall be paid from the Assessment Area Two Interest Account or, if insufficient amounts are on deposit in the Assessment Area Two Interest Account to pay such interest then from the Assessment Area Two Revenue Account.

Anything in the Indenture to the contrary, on each May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business day preceding such May 1 and November 1), the Trustee shall transfer from amounts on deposit in the Assessment Area Two Revenue Account to the Funds and Accounts designated below, the following amounts in the following order of priority:

FIRST, to the Assessment Area Two Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on all Assessment Area Two Bonds then Outstanding on such May 1 and November 1, less any other amount already on deposit in the Assessment Area Two Interest Account not previously credited;

SECOND, beginning on May 1, [20\_\_], and no later than the Business Day next preceding May 1 thereafter while Assessment Area Two Bonds remain Outstanding, to the Assessment Area Two Sinking Fund Account, an amount equal to the Amortization Installment on the Assessment Area Two Bonds due on such May 1 or the principal maturing on such May 1, less any amount on deposit in the Assessment Area Two Sinking Fund Account not previously credited;

THIRD, to the Assessment Area Two Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Assessment Area Two Reserve Account Requirement with respect to the Assessment Area Two Bonds;

FOURTH, notwithstanding the foregoing, at any time the Assessment Area Two Bonds are subject to redemption on a date which is not a May 1 or November 1, the Trustee shall be authorized to transfer to the Assessment Area Two Interest Account the amount necessary to pay interest on the Assessment Area Two Bonds subject to redemption on such date; and

FIFTH, the balance shall be retained in the Assessment Area Two Revenue Account.

Anything in the Indenture to the contrary notwithstanding, it shall not constitute an Event of Default under the Indenture if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefore provided, however, that nothing in this paragraph is meant to change what are otherwise Events of Default as set forth in the Indenture.

On any date required by the Arbitrage Certificate, the District shall give the Trustee written direction, and the Trustee shall, transfer from the Assessment Area Two Revenue Account to the Assessment Area Two Rebate Account established for the Assessment Area Two Bonds in the Rebate Fund, the amount due and owing to the United States, which amount shall be paid, to the United States, when due, in accordance with such Arbitrage Certificate. To the extent insufficient moneys are on deposit in the



Assessment Area Two Revenue Account to make the transfer provided for in the immediately preceding sentence the District shall deposit with the Trustee from available moneys of the District the amount of any such insufficiency.

### **Investments**

Anything in the Indenture to the contrary notwithstanding, amounts on deposit in all of the Funds and Accounts held as security for the Assessment Area Two Bonds shall be invested only in Investment Securities, and further, earnings on investments in the Assessment Area Two Acquisition and Construction Account and Assessment Area Two Cost of Issuance Account shall be retained as realized, in such Accounts and used for the purpose of such Accounts. Earnings on investments in the Assessment Area Two Revenue Account, Assessment Area Two Sinking Fund Account, the Assessment Area Two Interest Account and the Assessment Area Two Prepayment Account and the Assessment Area Two Optional Redemption Account in the Bond Redemption Fund shall be deposited, as realized, to the credit of the Assessment Area Two Revenue Account and used for the purpose of such Account.

### **Indenture Provisions Relating to Bankruptcy or Insolvency of a Landowner**

The Indenture contains the following provisions which, pursuant to the Indenture, shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to at least three percent (3%) of the Assessment Area Two Special Assessments pledged to the Assessment Area Two Bonds Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding"). The District will acknowledge and agree that, although the Assessment Area Two Bonds were issued by the District, the Owners of the Assessment Area Two Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer: (i) the District will agree that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Assessment Area Two Bonds Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceedings or in any action related to a Proceeding that affects, either directly or indirectly, the Assessment Area Two Special Assessments relating to the Outstanding Assessment Area Two Bonds or any rights of the Trustee under the Indenture (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Assessment Area Two Bonds Outstanding, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following receipt by the Trustee of the written request for consent); (ii) the District will agree that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Assessment Area Two Special Assessments relating to the Assessment Area Two Bonds Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee; (iii) the District will agree that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, Trustee shall be deemed to have consented, on behalf of all of the Majority Owners of the Assessment Area Two Bonds Outstanding, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following receipt by the Trustee of the written request for consent); (iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Assessment Area Two Special Assessments relating to the Assessment Area Two Bonds Outstanding, would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection

with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Assessment Area Two Special Assessments relating the Assessment Area Two Bonds Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and (v) the District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceedings or take any other action in such Proceedings, which is adverse to Trustee's enforcement or the District's claim and rights with respect to the Assessment Area Two Special Assessments relating to the Assessment Area Two Bonds Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District will agree that the Trustee shall have the right (i) to file a proof of claim with respect to the Assessment Area Two Special Assessments pledged to the Assessment Area Two Bonds Outstanding, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

Notwithstanding the provisions of the immediately preceding paragraph, nothing in the immediately preceding paragraph shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Operation and Maintenance Assessments, and the District shall be free to pursue such claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for Operation and Maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Assessment Area Two Special Assessments relating to the Assessment Area Two Bonds Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (iv) or (v) above. See "BONDOWNERS' RISKS – Bankruptcy and Related Risks" for more information regarding Indenture provisions relating to bankruptcy or insolvency of a landowner.

### **Events of Default and Remedies**

The Indenture provides that each of the following shall be an "Event of Default" under the Indenture with respect to the Assessment Area Two Bonds:

(a) if payment of any installment of interest on any Assessment Area Two Bonds is not made when it becomes due and payable; or

(b) if payment of the principal or Redemption Price of any Assessment Area Two Bonds is not made when it becomes due and payable at maturity or upon call or presentation for redemption; or

(c) if the District, for any reason, fails in, or is rendered incapable of, fulfilling its obligations under the Indenture or under the Act, which may be determined solely by the Majority Owners of the Assessment Area Two Bonds; or

(d) if the District proposes or makes an assignment for the benefit of creditors or enters into a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the District or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency,

local, state or federal, by or against the District and if such is not vacated, dismissed or stayed on appeal within ninety (90) days; or

(e) if the District defaults in the due and punctual performance of any other covenant in the Indenture or in any Assessment Area Two Bonds and such default continues for sixty (60) days after written notice requiring the same to be remedied shall have been given to the District by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Majority Owners of the Assessment Area Two Bonds; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the District shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; or

(f) if at any time the amount in the Assessment Area Two Reserve Account is less than the Assessment Area Two Reserve Account Requirement as a result of the Trustee withdrawing an amount therefrom to pay debt service on the Assessment Area Two Bonds and such amount has not been restored within ninety (90) days of such withdrawal; and

(g) more than fifteen percent (15%) of the Operation and Maintenance Assessments that are directly billed by the District and levied by the District on tax parcels subject to the Assessment Area Two Special Assessments are not paid by the date such are due and payable and such default continues for sixty (60) days after the date when due.

No Series of Bonds issued under the Master Indenture are subject to acceleration unless the Special Assessments securing such Bonds have been accelerated. Upon an Event of Default, no optional redemption or extraordinary mandatory redemption of the Assessment Area Two Bonds shall occur unless all of the Assessment Area Two Bonds where an Event of Default has occurred will be redeemed or if 100% of the Holders of such Assessment Area Two Bonds agree to such redemption.

If any Event of Default with respect to the Assessment Area Two Bonds has occurred and is continuing, the Trustee, in its discretion may, and upon the written request of the Majority Owners and receipt of indemnity to its satisfaction shall, in its own name:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Holders of the Assessment Area Two Bonds, including, without limitation, the right to require the District to carry out any agreements with, or for the benefit of, the Bondholders of the Assessment Area Two Bonds and to perform its or their duties under the Act;

(b) bring suit upon the Assessment Area Two Bonds;

(c) by action or suit in equity require the District to account as if it were the trustee of an express trust for the Holders of the Assessment Area Two Bonds;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Assessment Area Two Bonds; and

(e) by other proceeding in law or equity, exercise all rights and remedies provided for by any other document or instrument securing such Assessment Area Two Bonds.

The Majority Owners of the Outstanding Assessment Area Two Bonds then subject to remedial proceedings under Article X of the Master Indenture shall have the right to direct the method and place of

conducting all remedial proceedings by the Trustee under the Indenture, provided that such directions shall not be otherwise than in accordance with law or the provisions of the Indenture. The Trustee shall have no liability as a result of any actions taken upon any such direction of the Holders.

The District will covenant and agree that upon the occurrence and continuance of an Event of Default with respect to the Assessment Area Two Bonds, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of delinquent Assessment Area Two Special Assessments that are directly billed and collected by the District, as well as delinquent direct billed Operation and Maintenance Assessments, and the provisions for the foreclosure of liens of delinquent Assessment Area Two Special Assessments that are directly billed and collected by the District, as well as delinquent direct billed Operation and Maintenance Assessments, all in a manner consistent with the Indenture. All Assessment Area Two Special Assessments that are billed and collected directly by the District shall be due and payable by the applicable landowner no later than thirty (30) days prior to each Interest Payment Date and shall become delinquent thereafter.

## **ENFORCEMENT OF ASSESSMENT COLLECTIONS**

### **General**

The primary source of payment for the Assessment Area Two Bonds is the Assessment Area Two Special Assessments imposed on certain lands in Assessment Area Two of the District specially benefited by the Assessment Area Two Project pursuant to the Assessment Proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY."

The determination, order, levy, and collection of Assessment Area Two Special Assessments must be done in compliance with procedural requirements and guidelines provided by State law. Failure by the District, the Manatee County Tax Collector (the "Tax Collector") or the Manatee County Property Appraiser (the "Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Assessment Area Two Special Assessments during any year. Such delays in the collection of Assessment Area Two Special Assessments, or complete inability to collect the Assessment Area Two Special Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on such Assessment Area Two Bonds. To the extent that landowners fail to pay the Assessment Area Two Special Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the Assessment Area Two Bonds. See "BONDOWNERS' RISKS" herein. The Act provides for various methods of collection of delinquent Assessment Area Two Special Assessments by reference to other provisions of the Florida Statutes. The following is a description of certain statutory provisions of assessment payment and collection procedures appearing in the Florida Statutes but is qualified in its entirety by reference to such statutes.

### **Uniform Tax Collection Procedure for Assessment Area Two Special Assessments**

Pursuant to the Indenture, the District shall collect the Assessment Area Two Special Assessments through the Uniform Method of Collection afforded by Chapter 197, Florida Statutes (the "Uniform Method"), except that, pursuant to the Indenture and the terms of the Assessment Resolutions, the District shall collect the Assessment Area Two Special Assessments directly in lieu of using the Uniform Method with respect to any assessable lands which have not yet been platted or when the timing for using the Uniform Method will not yet allow for using such method or as otherwise directed by the Majority Holders upon the occurrence of the Event of Default. Initially, the Landowners and any subsequent landowners will directly pay the Assessment Area Two Special Assessments to the District. As District Lands within

Assessment Area Two are platted, the Assessment Area Two Special Assessments will be collected pursuant to the Uniform Method. At such time as the Assessment Area Two Special Assessments are collected pursuant to the Uniform Method, the provisions described under this heading shall be come applicable. The Uniform Method of collection is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Assessment Area Two Special Assessments to be levied and then collected in this manner. See "–Foreclosure" below with respect to collection of delinquent assessments not collected pursuant to the Uniform Method.

If the Uniform Method of collection is utilized, the Assessment Area Two Special Assessments will be collected together with County, special district, and other ad valorem taxes and non-ad valorem assessments, all of which will appear on the tax bill (also referred to as a "tax notice") issued to each landowner in the District. The statutes relating to enforcement of ad valorem taxes and non-ad valorem assessments provide that such taxes and assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such taxes and assessments (including the Assessment Area Two Special Assessments, if any, being collected by the Uniform Method) are to be billed, and landowners in the District are required to pay all such taxes and assessments, without preference in payment of any particular increment of the tax bill, such as the increment owing for the Assessment Area Two Special Assessments. Upon any receipt of moneys by the Tax Collector from the Assessment Area Two Special Assessments, such moneys will be delivered to the District, which will remit such Assessment Area Two Special Assessments to the Trustee for deposit to the Assessment Area Two Revenue Account within the Revenue Fund, except that any Prepayments of Assessment Area Two Special Assessments shall be deposited to the Assessment Area Two Prepayment Subaccount within the Assessment Area Two Bond Redemption Account of the Bond Redemption Fund created under the Indenture and applied in accordance therewith.

All County, school and special district, including the District, ad valorem taxes, non-ad valorem special assessments, including the Assessment Area Two Special Assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on bonds, are payable at one time, except for partial payment schedules as may be provided by Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. In such cases, the tax Collector does not accept such partial payment and the partial payment is returned to the taxpayer. Therefore, in the event the Assessment Area Two Special Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the Assessment Area Two Special Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Assessment Area Two Bonds. See "BONDOWNERS' RISKS – Other Taxes and Assessments."

Under the Uniform Method, if the Assessment Area Two Special Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid taxes and assessments become delinquent on April 1 of the year following assessment. The Tax Collector is required to collect the ad valorem taxes and non-ad valorem special assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such taxes and assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process.

Neither the District nor the Underwriter can give any assurance to the holders of the Assessment Area Two Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Assessment Area Two Special Assessments, (2) that future landowners and taxpayers in the District will pay such Assessment Area Two Special Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable parcels within the District, and (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the Assessment Area Two Special Assessments and all other liens that are coequal therewith.

Collection of delinquent Assessment Area Two Special Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Assessment Area Two Special Assessments due. In the event of a delinquency in the payment of taxes and assessments on real property, the landowner may, prior to the sale of tax certificates, pay the total amount of delinquent ad valorem taxes and non-ad valorem assessments plus the cost of advertising and the applicable interest charge on the amount of such delinquent taxes and assessments. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates on such property to the person who pays the delinquent taxes and assessments owing, penalties and interest thereon and certain costs, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%). Tax certificates are sold by public bid. If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest (currently 18%). The Tax Collector does not collect any money if tax certificates are "struck off" (issued) to the County. The County may sell such certificates to the public at any time at the principal amount thereof plus interest at the rate of not more than 18% per annum and a fee. Proceeds from the sale of tax certificates are required to be used to pay taxes and assessments (including the Assessment Area Two Special Assessments), interest, costs and charges on the real property described in the certificate. The demand for such certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the Assessment Area Two Special Assessments, which are the primary source of payment of the Assessment Area Two Bonds. Legal proceedings under Federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates.

Any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued or the property is placed on the list of lands available for sale, at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, charges and omitted taxes due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of 5%, unless the rate borne by the certificates is zero percent. The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is effected by purchase of such certificates from the County, as described in the preceding paragraph.

Any holder, other than the County, of a tax certificate that has not been redeemed has seven years from the date of issuance of the tax certificate during which to act against the land that is the subject of the tax certificate. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all outstanding tax certificates covering the

land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due. If the County holds a tax certificate on property valued at \$5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two years after April 1 of the year of issuance of the certificate. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale conducted by the Clerk of the Circuit Court, the private holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, including costs incurred for the service of notice required by statute, redemption of other tax certificates on the land, and the amount paid by such holder in applying for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid is also deemed to include, in addition to the amount of money required for the minimum bid on non-homestead property, an amount equal to one-half of the latest assessed value of the homestead. If there are no higher bids, the holder receives title to the land, and the amounts paid for the certificate and in applying for a tax deed are credited toward the purchase price. If there are other bids, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate, and all other amounts paid by such person in applying for a tax deed, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts for deeds, and other lienholders and any other person to whom the land was last assessed on the tax roll for the year in which the land was assessed, all as their interest may appear.

Except for certain governmental liens and certain restrictive covenants and restrictions, no right, interest, restriction or other covenant survives the issuance of a tax deed. Thus, for example, outstanding mortgages on property subject to a tax deed would be extinguished.

If there are no bidders at the public sale, the County may, at any time within ninety (90) days from the date of offering for public sale, purchase the land without further notice or advertising for a statutorily prescribed opening bid. After ninety (90) days have passed, any person or governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three years from the date of delinquency, unsold lands escheat to the County in which they are located and all tax certificates and liens against the property are canceled and a deed is executed vesting title in the governing board of such County.

## **Foreclosure**

The following discussion regarding foreclosure is not applicable if the Assessment Area Two Special Assessments are being collected pursuant to the Uniform Method. In the event that the District itself directly levies and enforces, pursuant to Chapters 170 and 190, Florida Statutes, the collection of the Assessment Area Two Special Assessments levied on the land within the District, Chapter 170.10, Florida Statutes provides that upon the failure of any property owner to pay all or any part of the principal of a special assessment, including an Assessment Area Two Special Assessment, or the interest thereon, when due, the governing body of the entity levying the assessment is authorized to commence legal proceedings for the enforcement of the payment thereof, including commencement of an action in chancery, commencement of a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or commencement of an action under Chapter 173, Florida Statutes relating to foreclosure of municipal tax and special assessment liens. Such a proceeding is in rem, meaning that it is brought against the land not against the owner. In light of the one year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the District would commence an action

to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay Assessment Area Two Special Assessments and the ability to foreclose the lien of such Assessment Area Two Special Assessments upon the failure to pay such Assessment Area Two Special Assessments may not be readily available or may be limited as such enforcement is dependent upon judicial action which is often subject to discretion and delay.

## **BONDOWNERS' RISKS**

There are certain risks inherent in an investment in bonds issued by a public authority or governmental body in the State and secured by special assessments. Certain of these risks are described in other sections of this Limited Offering Memorandum. Certain additional risks are associated with the Assessment Area Two Bonds offered hereby and are set forth below. Prospective investors in the Assessment Area Two Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Assessment Area Two Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment. This section does not purport to summarize all risks that may be associated with purchasing or owning the Assessment Area Two Bonds, and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety for a more complete description of investment considerations relating to the Assessment Area Two Bonds.

### **Concentration of Land Ownership**

As of the date of delivery of the Assessment Area Two Bonds, the Landowners own all of the assessable lands within Assessment Area Two, which are the lands that will be subject to the Assessment Area Two Special Assessments securing the Assessment Area Two Bonds. Payment of the Assessment Area Two Special Assessments is primarily dependent upon their timely payment by the Landowners and the other future landowners in Assessment Area Two. Non-payment of the Assessment Area Two Special Assessments by any of the landowners could have a substantial adverse impact upon the District's ability to pay debt service on the Assessment Area Two Bonds. See "THE LANDOWNERS AND THE DEVELOPMENT MANAGER" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE ASSESSMENT AREA TWO BONDS" herein.

### **Bankruptcy and Related Risks**

In the event of the institution of bankruptcy or similar proceedings with respect to the Landowners or any other owner of benefited property, delays could occur in the payment of debt service on the Assessment Area Two Bonds, as such bankruptcy could negatively impact the ability of: (i) the Landowners and any other landowner to pay the Assessment Area Two Special Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the Assessment Area Two Special Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of the Assessment Area Two Special Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the Assessment Area Two Bonds under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by federal, state and local law and in the Indenture and the Assessment Area Two Bonds, including, without limitation, enforcement of the obligation to pay Assessment Area Two Special Assessments and the ability of the District to foreclose the lien of the Assessment Area Two Special Assessments if not being collected pursuant to the Uniform Method, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Assessment Area Two Bonds (including Bond



Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available with respect to the Assessment Area Two Bonds could have a material adverse impact on the interest of the Owners thereof.

A 2011 bankruptcy court decision in Florida held that the governing body of a community development district, and not the bondholders or indenture trustee, was the creditor of the landowners/debtors in bankruptcy with respect to claims for special assessments, and thus only the district could vote to approve or disapprove a reorganization plan submitted by the debtors in the case. The district voted in favor of the plan. The governing body of the district was at that time elected by the landowners rather than qualified electors. Under the reorganization plan that was approved, a two-year moratorium was placed on the debtor landowners' payment of special assessments. As a result of this non-payment of assessments, debt service payments on the district's bonds were delayed for two years or longer. The Indenture provides for the delegation of certain rights from the District to the Trustee in the event of a bankruptcy or similar proceeding with respect to an insolvent landowner. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE ASSESSMENT AREA TWO BONDS – Indenture Provisions Relating to Bankruptcy or Insolvency of a Landowner." The District cannot express any view whether such delegation would be enforceable.

#### **Assessment Area Two Special Assessments Are Non-Recourse**

The principal security for the payment of the principal and interest on the Assessment Area Two Bonds is the timely collection of the Assessment Area Two Special Assessments. The Assessment Area Two Special Assessments do not constitute a personal indebtedness of the landowners of the land subject thereto, but are secured by a lien on such land. There is no assurance that the Landowners or subsequent landowners will be able to pay the Assessment Area Two Special Assessments or that they will pay such Assessment Area Two Special Assessments even though financially able to do so. Neither the Landowners nor any other subsequent landowners have any personal obligation to pay the Assessment Area Two Special Assessments. Neither the Landowners nor any subsequent landowners are guarantors of payment of any Assessment Area Two Special Assessments, and the recourse for the failure of the Landowners or any subsequent landowner to pay the Assessment Area Two Special Assessments is limited to the collection proceedings against the land subject to such unpaid Assessment Area Two Special Assessments, as described herein. Therefore the likelihood of collection of the Assessment Area Two Special Assessments may ultimately depend on the market value of the land subject to the Assessment Area Two Special Assessments. While the ability of the Landowners or subsequent landowners to pay the Assessment Area Two Special Assessments is a relevant factor, the willingness of the Landowners or subsequent landowners to pay the Assessment Area Two Special Assessments, which may also be affected by the value of the land subject to the Assessment Area Two Special Assessments, is also an important factor in the collection of Assessment Area Two Special Assessments. The failure of the Landowners or subsequent landowners to pay the Assessment Area Two Special Assessments could render the District unable to collect delinquent Assessment Area Two Special Assessments, if any, and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of debt service on the Assessment Area Two Bonds.

#### **Regulatory and Environmental Risks**

The development of the District Lands is subject to comprehensive federal, state and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of planned improvements, both public and private, and construction of the infrastructure in accordance with applicable zoning, land use and

environmental regulations. Although all such approvals required to date have been received and any further approvals are anticipated to be received as needed, failure to obtain any such approvals in a timely manner could delay or adversely affect the completion of the development of the District Lands. See "THE DEVELOPMENT – Development Approvals," herein for more information.

The value of the land within the District, the success of the Development, the development of Assessment Area Two and the likelihood of timely payment of principal and interest on the Assessment Area Two Bonds could be affected by environmental factors with respect to the land in the District. Should the land be contaminated by hazardous materials, this could materially and adversely affect the value of the land in Assessment Area Two of the District, which could materially and adversely affect the success of the development of the lands within the District and the likelihood of the timely payment of the Assessment Area Two Bonds. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. See "THE DEVELOPMENT – Environmental" for information on environmental site assessments obtained or received. Nevertheless, it is possible that hazardous environmental conditions could exist within the District or in the vicinity of the District and that such conditions could have a material and adverse impact upon the value of the benefited lands within the District. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future, whether originating within the District or from surrounding property, and what effect such may have on the development or sale of the lands in Assessment Area Two.

The value of the lands subject to the Assessment Area Two Special Assessments could also be adversely impacted by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near the District, such catastrophic events could potentially render the District Lands unable to support future development. The occurrence of any such events could materially adversely impact the District's ability to pay principal and interest on the Assessment Area Two Bonds. The Assessment Area Two Bonds are not insured, and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

### **Economic Conditions and Changes in Development Plans**

The successful development of Assessment Area Two and the sale of residential units therein, once such homes are built, may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Landowners. Moreover, the Landowners have the right to modify or change plans for development of Assessment Area Two from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed, and may seek in the future, in accordance with and subject to the provisions of the Act, to contract or expand the boundaries of the District.

### **Other Taxes and Assessments**

The willingness and/or ability of an owner of benefited land to pay the Assessment Area Two Special Assessments could be affected by the existence of other taxes and assessments imposed upon such property by the District, the County or any other local special purpose or general purpose governmental entities. County, school, special district taxes and special assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt, including the Assessment Area Two Special Assessments, collected pursuant to the Uniform Method are payable at one time. Public entities whose boundaries overlap those of the District could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Assessment Area Two

Special Assessments. In addition, lands within the District may also be subject to assessments by property owners' and homeowners' associations. See "THE DEVELOPMENT – Taxes, Fees and Assessments" for additional information.

Under Florida law, a landowner may contest the assessed valuation determined for its property that forms the basis of ad-valorem taxes such landowner must pay. During this contest period, the sale of a tax certificate under the Uniform Method will be suspended. If the Assessment Area Two Special Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to such Assessment Area Two Special Assessment, even though the landowner is not contesting the amount of the Assessment Area Two Special Assessment. However, Section 194.014, Florida Statutes, requires taxpayers challenging the assessed value of their property to pay all non-ad valorem assessments and at least 75% of their ad valorem taxes before they become delinquent. Likewise, taxpayers who challenge the denial of an exemption or classification or a determination that their improvements were substantially complete must pay all non-ad valorem assessments and the amount of ad valorem taxes that they admit in good faith to be owing. If a taxpayer fails to pay property taxes as set forth above, the Value Adjustment Board considering the taxpayer's challenge is required to deny such petition by written decision by April 20 of such year.

### **Limited Secondary Market for Assessment Area Two Bonds**

The Assessment Area Two Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Assessment Area Two Bonds in the event an Owner thereof determines to solicit purchasers for the Assessment Area Two Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Assessment Area Two Bonds may be sold. Such price may be lower than that paid by the current Owners of the Assessment Area Two Bonds, depending on the progress of development of the Development and the lands within Assessment Area Two, as applicable, existing real estate and financial market conditions and other factors.

### **Inadequacy of Assessment Area Two Reserve Account**

Some of the risk factors discussed herein, which, if materialized, would result in a delay in the collection of the Assessment Area Two Special Assessments, may not adversely affect the timely payment of debt service on the Assessment Area Two Bonds because of the Assessment Area Two Reserve Account. The ability of the Assessment Area Two Reserve Account to fund deficiencies caused by delinquencies in the Assessment Area Two Special Assessments is dependent on the amount, duration and frequency of such deficiencies. Moneys on deposit in the Assessment Area Two Reserve Account may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys in such Assessment Area Two Reserve Account to make up deficiencies. If the District has difficulty in collecting the Assessment Area Two Special Assessments, the Assessment Area Two Reserve Account would be rapidly depleted and the ability of the District to pay debt service on the Assessment Area Two Bonds could be materially adversely affected. In addition, during an Event of Default under the Indenture, the Trustee may withdraw moneys from the Assessment Area Two Reserve Account and such other Funds, Accounts and subaccounts created under the Indenture to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact the Assessment Area Two Reserve Account is accessed for any purpose, the District does not have a designated revenue source for replenishing such account. Moreover, the District may not be permitted to re-assess real property then burdened by the Assessment Area Two Special Assessments in order to provide for the replenishment of the Assessment Area Two Reserve Account. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE ASSESSMENT AREA TWO BONDS – Assessment Area Two Reserve Account" herein for more information about the Assessment Area Two Reserve Account.

## **Legal Delays**

If the District should commence a foreclosure action against a landowner for nonpayment of Assessment Area Two Special Assessments that are not being collected pursuant to the Uniform Method, such landowner and/or its mortgagee(s) may raise affirmative defenses to such foreclosure action. Although the District expects that such affirmative defenses would likely be proven to be without merit, they could result in delays in completing the foreclosure action. In addition, the District is required under the Indenture to fund the costs of such foreclosure. It is possible that the District will not have sufficient funds and will be compelled to request the Holders of the Assessment Area Two Bonds to allow funds on deposit under the Indenture to be used to pay the costs of the foreclosure action. Under the Code, there are limitations on the amounts of proceeds from the Assessment Area Two Bonds that can be used for such purpose.

## **IRS Examination and Audit Risk**

The Internal Revenue Service (the "IRS") routinely examines bonds issued by state and local governments, including bonds issued by community development districts. In 2016, the IRS concluded its lengthy examination of certain issues of bonds (for purposes of this subsection, the "Audited Bonds") issued by Village Center Community Development District (the "Village Center CDD"). During the course of the audit of the Audited Bonds, Village Center CDD received a ruling dated May 30, 2013, in the form of a non-precedential technical advice memorandum ("TAM") concluding that Village Center CDD is not a political subdivision for purposes of Section 103(a) of the Code because Village Center CDD was organized and operated to perpetuate private control and avoid indefinitely responsibility to an electorate, either directly or through another elected state or local government body. Such a conclusion could lead to the further conclusion that the interest on the Audited Bonds was not excludable from gross income of the owners of such bonds for federal income tax purposes. Village Center CDD received a second TAM dated June 17, 2015, which granted relief to Village Center CDD from retroactive application of the IRS's conclusion regarding its failure to qualify as a political subdivision. Prior to the conclusion of the audits, the Audited Bonds were all refunded with taxable bonds. The audit of the Audited Bonds that were issued for utility improvements were closed without change to the tax exempt status of those Audited Bonds on April 25, 2016, and the audit of the remainder of the Audited Bonds (which funded recreational amenity acquisitions from entities related to the principal landowner in the Village Center CDD) was closed on July 14, 2016, without the IRS making a final determination that the interest on the Audited Bonds in question was required to be included in gross income. However, the IRS letter to the Village Center CDD with respect to this second set of Audited Bonds noted that the IRS found that the Village Center CDD was not a "proper issuer of tax-exempt bonds" and that those Audited Bonds were private-activity bonds that did not fall in any of the categories that qualify for tax-exemption. Although the TAMs and the letters to the Village Center CDD from the IRS referred to above are addressed to, and binding only on, the IRS and Village Center CDD in connection with the Audited Bonds, they reflect the audit position of the IRS, and there can be no assurance that the IRS would not commence additional audits of bonds issued by other community development districts raising issues similar to the issues raised in the case of the Audited Bonds based on the analysis set forth in the first TAM or on the related concerns addressed in the July 14, 2016 letter to the Village Center CDD.

On February 23, 2016, the IRS published proposed regulations designed to provide prospective guidance with respect to potential private business control of issuers by providing a new definition of political subdivision for purposes of determining whether an entity is an appropriate issuer of bonds the interest on which is excluded from gross income for federal tax purposes. The proposed regulations require that a political subdivision (i) have the power to exercise at least one sovereign power, (ii) be formed and operated for a governmental purpose, and (iii) have a governing body controlled by or have significant uses of its funds or assets otherwise controlled by a government unit with all three sovereign powers or by an electorate that is not controlled by an unreasonably small number of unrelated electors. On October 4, 2017,

the Treasury Department ("Treasury") announced that it would withdraw the proposed regulations, stating that, "while Treasury and the IRS continue to study the legal issues relating to political subdivisions, Treasury and the IRS currently believe that these proposed regulations should be withdrawn in their entirety, and plan to publish a withdrawal of the proposed regulations shortly in the Federal Register. Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant legal issues." Notice of withdrawal of the proposed regulations was published in the Federal Register on October 20, 2017.

It has been reported that the IRS has closed audits of other community development districts in Florida with no change to such districts' bonds' tax-exempt status, but has advised such districts that such districts must have public electors within the timeframe established by the applicable state law or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the later of six years from the date of establishment of the community development district or the time at which there are at least 250 qualified electors in the district. The District, unlike Village Center CDD, was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. Currently, all of the members of the Board of the District were elected by the landowners and none were elected by qualified electors. The Landowners will certify as to their expectations as to the timing of the transition of control of the Board of the District to qualified electors pursuant to the Act, and its expectations as to compliance with the Act by any members of the Board that it elects. Such certification by the Landowners does not ensure that such certification shall be determinative of, or may influence the outcome of any audit by the IRS, or any appeal from such audit, that may result in an adverse ruling that the District is not a political subdivision for purposes of Section 103(a) of the Code. Further, there can be no assurance that an audit by the IRS of the Assessment Area Two Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable state or federal law.

Owners of the Assessment Area Two Bonds are advised that, if the IRS does audit the Assessment Area Two Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the Owners of the Assessment Area Two Bonds may have limited rights to participate in those proceedings. The commencement of such an audit could adversely affect the market value and liquidity of the Assessment Area Two Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the Assessment Area Two Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. Further, an adverse determination by the IRS with respect to the tax-exempt status of interest on the Assessment Area Two Bonds would adversely affect the availability of any secondary market for the Assessment Area Two Bonds. Should interest on the Assessment Area Two Bonds become includable in gross income for federal income tax purposes, not only will Owners of Assessment Area Two Bonds be required to pay income taxes on the interest received on such Assessment Area Two Bonds and related penalties, but because the interest rate on such Assessment Area Two Bonds will not be adequate to compensate Owners of the Assessment Area Two Bonds for the income taxes due on such interest, the value of the Assessment Area Two Bonds may decline.

THE INDENTURE DOES NOT PROVIDE FOR ANY ADJUSTMENT IN THE INTEREST RATES ON THE ASSESSMENT AREA TWO BONDS IN THE EVENT OF AN ADVERSE DETERMINATION BY THE IRS WITH RESPECT TO THE TAX-EXEMPT STATUS OF INTEREST ON THE ASSESSMENT AREA TWO BONDS. PROSPECTIVE PURCHASERS OF THE ASSESSMENT AREA TWO BONDS SHOULD EVALUATE WHETHER THEY CAN OWN THE ASSESSMENT AREA TWO BONDS IN THE EVENT THAT THE INTEREST ON THE ASSESSMENT AREA TWO BONDS BECOMES TAXABLE AND/OR THE DISTRICT IS EVER DETERMINED TO

NOT BE A POLITICAL SUBDIVISION FOR PURPOSES OF THE CODE AND/OR SECURITIES ACT (AS HEREINAFTER DEFINED).

### **Loss of Exemption from Securities Registration**

The Assessment Area Two Bonds have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws, because of the exemption for securities issued by political subdivisions. It is possible that federal or state regulatory authorities could in the future determine that the District is not a political subdivision for purposes of federal and state securities laws, including without limitation as the result of a determination by the IRS, judicial or otherwise, of the District's status for purposes of the Code. In such event, the District and purchasers of Assessment Area Two Bonds may not be able to rely on the exemption from registration under the Securities Act relating to securities issued by political subdivisions. In that event, the Owners of the Assessment Area Two Bonds would need to ensure that subsequent transfers of the Assessment Area Two Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act and applicable state securities laws.

### **Federal Tax Reform**

Various legislative proposals are mentioned from time to time by members of Congress of the United States of America and others concerning reform of the internal revenue (tax) laws of the United States. In addition, the IRS may, in the future, issue rulings that have the effect of challenging the interpretation of existing tax laws. Certain of these proposals and interpretations, if implemented or upheld, could have the effect of diminishing the value of obligations of states and their political subdivisions, such as the Assessment Area Two Bonds, by eliminating or changing the tax-exempt status of interest on such bonds. Whether any such proposals will ultimately become or be upheld as law, and if so, the effect such proposals could have upon the value of bonds such as the Assessment Area Two Bonds cannot be predicted. However, it is possible that any such law or interpretation could have a material and adverse effect upon the availability of a liquid secondary market and/or the value of the Assessment Area Two Bonds. Prospective purchasers of the Assessment Area Two Bonds should consult their tax advisors as to the impact of any proposed or pending legislation. See also "TAX MATTERS."

### **State Tax Reform**

It is impossible to predict what new proposals may be presented regarding tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. On October 31, 2014, the Auditor General of the State released a 31-page report which requests legislative action to establish parameters on the amount of bonds a community development district may issue and provide additional oversight for community development district bonds. This report renews requests made by the Auditor General in 2011 that led to the Governor of the State issuing an Executive Order on January 11, 2012 (the "Executive Order") directing the Office of Policy and Budget in the Executive Office of the Governor ("OPB") to examine the role of special districts in the State. As of the date hereof, the OPB has not made any recommendations pursuant to the Executive Order nor has the Florida legislature passed any related legislation. It is impossible to predict with certainty the impact that any existing or future legislation will or may have on the security for the Assessment Area Two Bonds. It should be noted that Section 190.16(14) of the Act provides in pertinent part that "The state pledges to the holders of any bonds issued under the Act that it will not limit or alter the rights of the district to levy and collect the ... assessments... and to fulfill the terms of any agreement made with the holders of such bonds ... and that it will not impair the rights or remedies of such holders."

## **Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area Two Project or the Construction of Homes within Assessment Area Two**

The cost to finish the Assessment Area Two Project will exceed the net proceeds from the Assessment Area Two Bonds. There can be no assurance, in the event the District does not have sufficient moneys on hand to complete the Assessment Area Two Project, that the District will be able to raise, through the issuance of additional bonds or otherwise, the moneys necessary to complete the Assessment Area Two Project. Further, pursuant to the Indenture, there are certain limitations on the District's ability to issue additional bonds or other debt obligations. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE ASSESSMENT AREA TWO BONDS – Additional Obligations" for more information.

Any remaining development costs are the obligations of JEN Tampa 4. Given the status of development in Assessment Area Two, there will not be a completion agreement. Finally, there can be no assurance the Builder will close on the remaining lots pursuant to the Option Agreement or that the Builder will construct and sell homes in Assessment Area Two. See "THE DEVELOPMENT" and "THE LANDOWNERS AND THE DEVELOPMENT MANAGER" herein for more information.

## **COVID-19 and Related Matters**

In addition to the general economic conditions discussed above, the timely and successful completion of the Development and the construction and sale to end users of residential units may be adversely impacted by the continued spread of the novel strain of coronavirus called COVID-19 or by other highly contagious or epidemic or pandemic diseases. The United States, the State and the County have all imposed or recommended certain health and public safety restrictions or precautions in response to COVID-19. The District cannot predict the duration of any restrictions or precautions that remain in place or whether additional or new actions may be taken by government authorities including the State and/or the County, to contain or otherwise address the impact of the COVID-19 or similar outbreak.

To date, the outbreak has resulted in severe impacts on global financial markets, unemployment levels and commerce generally. The Landowners and the Development Manager may experience delays in obtaining certain development approvals as a result of the implementation of certain government actions and/or restrictions. The District, the Landowners and the Development Manager cannot predict the duration of the current COVID-19 outbreak, and the ultimate impact the COVID-19 outbreak may have on the Development is unknown. It is possible that construction delays, delays in the receipt of permits or other government approvals, supply chain delays, delays in sales to the Builder or end users or other delays could occur, or continue to occur, as applicable, as a result of the COVID-19 outbreak or other highly contagious or epidemic or pandemic diseases that adversely impact the Development. See also "BONDOWNERS' RISKS – Economic Conditions and Changes in Development Plans" and "Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area Two Project or the Construction of Homes within Assessment Area Two" herein.

## **Cybersecurity**

The District relies on a technological environment to conduct its operations. The District, its agents and other third parties the District does business with or otherwise relies upon are subject to cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to such parties' digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. No assurances can be given that any such attack(s) will not materially impact the operations or finances of the District, which could impact the timely payment of debt service on the Assessment Area Two Bonds.

### **Payment of Assessment Area Two Special Assessments after Bank Foreclosure**

In the event a bank forecloses on property because of a default on a mortgage in favor of such bank on any of the assessable lands within Assessment Area Two of the District, and then the bank itself fails, the Federal Deposit Insurance Corporation (the "FDIC"), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Assessment Area Two Special Assessments levied on such property. In addition, the District would require the consent of the FDIC prior to commencing a foreclosure action.

### **Prepayment and Redemption Risk**

The Assessment Area Two Bonds are subject to extraordinary mandatory redemption as a result of prepayments of the Assessment Area Two Special Assessments by the Landowners or subsequent owners of the property within Assessment Area Two. Any such redemptions of the Assessment Area Two Bonds would be at the principal amount of such Assessment Area Two Bonds being redeemed plus accrued interest to the date of redemption. In such event, Owners of the Assessment Area Two Bonds may not realize their anticipated rate of return on the Assessment Area Two Bonds and Owners of any Premium Bonds (hereinafter defined) may receive less than the price they paid for the Assessment Area Two Bonds. See "DESCRIPTION OF THE ASSESSMENT AREA TWO BONDS – Redemption Provisions" herein.

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**ESTIMATED SOURCES AND USES OF FUNDS**

Source of Funds

Par Amount of Assessment Area Two Bonds	\$ _____
[Plus/Less: Net Original Issue Premium/Discount]	_____
Total Sources	\$ _____

Use of Funds

Deposit to Assessment Area Two Acquisition and Construction Account	\$ _____
Deposit to Assessment Area Two Reserve Account	_____
Deposit to Assessment Area Two Interest Account <sup>(1)</sup>	_____
Costs of Issuance, including Underwriter's Discount <sup>(2)</sup>	_____
Total Uses	\$ _____

\_\_\_\_\_  
(1) Capitalized interest through at least November 1, 2022.

(2) Costs of issuance includes, without limitation, legal fees and other costs associated with the issuance of the Assessment Area Two Bonds.

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## DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled debt service on the Assessment Area Two Bonds:

<u>Period Ending</u> <u>November 1</u>	<u>Principal</u> <u>(Amortization)</u>	<u>Interest</u>	<u>Total Debt Service</u>
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**TOTALS**

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\*The final maturity of the Assessment Area Two Bonds is May 1, 20\_\_.

## THE DISTRICT

### General Information

The District was established by Ordinance No. 19-33 of the Board of County Commissioners of the County enacted on October 10, 2019 and effective as of October 17, 2019 (the "Establishment Ordinance"). The District's boundaries were expanded pursuant to Ordinance No. 21-32, effective as of August 31, 2021 (the "Amending Ordinance" and, together with the Establishment Ordinance, the "Ordinance"). The District is located entirely within an unincorporated area of southeastern Manatee County and originally included approximately 199 acres of land (the "Original District Lands"). The Amending Ordinance increased the size of the Original District Lands by adding approximately 593 acres (the "Expansion Lands"), for an amended and current District boundary containing approximately 792 acres (the "District Lands"). The District Lands are being developed as two single-family residential communities known as "Crosswind Point" and "Crosswind Ranch" (collectively, the "Development"), which are expected to contain approximately 1,630 single-family units at build out. See "THE DEVELOPMENT" herein for more information.

### Legal Powers and Authority

The District is an independent unit of local government created pursuant to, and established in accordance with, the Act. The Act was enacted in 1980 to provide a uniform method for the establishment of independent districts to manage and finance basic community development services, including capital infrastructure required for community developments throughout the State of Florida. The Act provides legal authority for community development districts (such as the District) to finance the acquisition, construction, operation and maintenance of the major infrastructure for community development pursuant to its general law charter. The District is classified as an independent district under Chapter 189, Florida Statutes.

Among other provisions, the Act gives the District's Board of Supervisors the authority to, among other things, (a) plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for, among other things: (i) water management and control for lands within the District and to connect any of such facilities with roads and bridges; (ii) water supply, sewer and wastewater management, reclamation and reuse systems or any combination thereof and to construct and operate connecting intercept or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system; (iii) District roads equal to or exceeding the specifications of the county in which such District roads are located and street lights, landscaping, hardscaping and undergrounding of electric utility lines; and (iv) with the consent of the local general-purpose government within the jurisdiction of which the power is to be exercised, parks and facilities for indoor and outdoor recreational uses and security; (b) borrow money and issue bonds of the District; (c) impose and foreclose special assessments liens as provided in the Act; and (d) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the District stated in the Act.

The Act does not empower the District to adopt and enforce any land use plans or zoning ordinances and the Act does not empower the District to grant building permits; these functions are to be performed by general purpose local governments having jurisdiction over the lands within the District.

The Act exempts all property owned by the District from levy and sale by virtue of an execution and from judgment liens, but does not limit the right of any bondholders to pursue any remedy for enforcement of any lien or pledge of the District in connection with its bonds, including the Assessment Area Two Bonds.

## Board of Supervisors

The Act provides that a five-member Board of Supervisors (the "Board") serves as the governing body of the District. Members of the Board (the "Supervisors") must be residents of the State and citizens of the United States. Initially, the Supervisors were appointed in the Ordinance. Within 90 days after formation of the District, an election was held pursuant to which new Supervisors were elected on an at-large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number). A Supervisor serves until expiration of his or her term and until his or her successor is chosen and qualified. If, during a term of office, a vacancy occurs, the remaining Supervisors may fill the vacancy by an appointment of an interim Supervisor for the remainder of the unexpired term.

The landowners in the District elect two Supervisors to four-year terms and three Supervisors to two-year terms at bi-annual elections. Thereafter, the elections will take place every two years on a date in November established by the Board. Upon the later of six years after the initial appointment of Supervisors and the year when the District next attains at least 250 qualified electors, Supervisors whose terms are expiring will begin to be elected (as their terms expire) by qualified electors of the District. A qualified elector is a registered voter who is at least eighteen years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, each elected to four-year terms. The seat of the remaining Supervisor whose term is expiring at such election shall be filled by a Supervisor who is elected by the landowners for a four-year term and who is not required to be a qualified elector. Thereafter, as terms expire, all Supervisors must be qualified electors and must be elected by qualified electors to serve staggered four-year terms.

Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, prior to the exercise of such power, it shall call an election at which all Supervisors shall be elected by qualified electors in the District. Elections subsequent to such decision shall be held in a manner such that the Supervisors will serve four-year terms with staggered expiration dates in the manner set forth in the Act.

The Act provides that it shall not be an impermissible conflict of interest under Florida law governing public officials for a Supervisor to be a stockholder, officer or employee of a landowner or of any entity affiliated with a landowner.

The current members of the Board and the expiration of the term of each member are set forth below:

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Matt O'Brien*	Chairperson	November 2024
Brent Dunham*	Vice-Chairperson	November 2022
Bruce Danielson	Assistant Secretary	November 2024
Marlena Nitschke*	Assistant Secretary	November 2022
Allison Martin*	Assistant Secretary	November 2022

\* Employee of, or affiliated with, JEN Tampa 4 and/or the Development Manager.

A majority of the members of the Board constitutes a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the District shall be upon a vote of a majority of the members present unless general law or a rule of the District requires a greater number. All meetings of the Board are open to the public under Florida's open meeting or "Sunshine" law.

## **The District Manager and Other Consultants**

The chief administrative official of the District is the District Manager. The Act provides that a District Manager has charge and supervision of the works of the District and is responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, for maintaining and operating the equipment owned by the District, and for performing such other duties as may be prescribed by the Board. The District has retained Inframark, LLC, Tampa, Florida, to serve as its District Manager. The District Manager's corporate office is located at 2005 Pan Am Circle, Suite #300, Tampa, Florida 33607.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of GrayRobinson, P.A., Tampa, Florida, as Bond Counsel and Disclosure Counsel; ZNS Engineering, L.C., Bradenton, Florida, as District Engineer; and Straley Robin Vericker P.A., Tampa, Florida, as District Counsel. The Board has also retained Inframark, LLC, Tampa, Florida, to serve as Methodology Consultant, to prepare the Assessment Methodology and to serve as Dissemination Agent for the Assessment Area Two Bonds.

## **Outstanding Indebtedness**

On February 4, 2021, the District issued its Special Assessment Revenue Bonds, Series 2022 (Assessment Area One) (the "Assessment Area One Bonds") in the original aggregate principal amount of \$8,540,000, all of which was outstanding as of August 9, 2022. The Assessment Area One Bonds are secured by the Assessment Area One Special Assessments levied on lands within Assessment Area One of the District, which lands are separate and distinct from the land subject to the Assessment Area Two Special Assessments secured by the Assessment Area Two Bonds.

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**CAPITAL IMPROVEMENT PROGRAM AND THE ASSESSMENT AREA TWO PROJECT**

The original boundaries of the District include a total of approximately 199 acres of land (the "Original District Lands") located in unincorporated Manatee County. The District boundaries were expanded on August 31, 2021 to include approximately 591 additional acres of land formerly known as Cone Ranch South (the "Expansion Lands" and together with the Original District Lands, the "District Lands"). The District Lands include approximately 792 acres planned for a 533 unit single-family home residential community to be known as "Crosswind Point" and a 1,097 unit single-family home residential community to be known as "Crosswind Ranch" (collectively, the "Development"). Assessment Area Two is located in Crosswind Ranch. Heidt Design, LLC prepared the Report of District Engineer dated December 2019, revised December 2020 (the "Original Engineer's Report"), and as supplemented by the First Supplemental District Engineer's Report (Assessment Area Two Project) dated September 2021 (the "Supplemental Engineer's Report" and together with the Original Engineer's Report, the "Engineer's Report") prepared by ZNS Engineering (the "Engineer"). The First Supplemental Engineer's Report sets forth the public infrastructure improvements associated with the 125 lots planned for Assessment Area Two of the District and is attached hereto as Appendix C.

The District previously issued its Assessment Area One Bonds in order to finance a portion of the public infrastructure improvements associated with Assessment Area One (the "Assessment Area One Project"). Assessment Area One was an approximately 166 acre parcel planned for 472 units to be developed within the Development. Assessment Area One contains 472 platted lots, of which approximately 250 lots are fully developed. See "THE DEVELOPMENT – Update on Assessment Area One" herein for more information.

The Assessment Area Two Bonds are being issued in order to finance a portion of the public infrastructure improvements associated with Assessment Area Two (the "Assessment Area Two Project"). Assessment Area Two contains 125 single-family platted lots. The District Engineer, in the Supplemental Engineer's Report, estimates the total cost of the Assessment Area Two Project to be \$11,612,819.42, as more particularly described below. The costs associated with developing Assessment Area Two include certain master costs which benefit future phases.

<u>Description</u>	<u>Cost Estimate</u>
Roadways	\$ 1,210,650.50
Potable Water	728,334.64
Sanitary	1,514,745.79
Stormwater Management/Drainage*	2,259,941.83
Landscaping/Irrigation (Includes Onsite Reclaim)	1,592,274.44
Hardscaping	200,000.00
Professional & Permitting Fees	300,000.00
Offsite Improvements	2,501,161.36
Environmental Mitigation	250,000.00
Contingency (10%)	<u>1,055,710.86</u>
Total	\$11,612,819.42

\* Excludes \$597,967.52 in private development costs.

The net proceeds of the Assessment Area Two Bonds available for the District to fund the acquisition of a portion of the Assessment Area Two Project from JEN Tampa 4 are expected to be approximately \$4.96 million\*. Land development associated with Assessment Area Two commenced in

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\* Preliminary, subject to change.

the first quarter of 2021 and is substantially complete. Assessment Area Two has been platted, with final completion expected by November 2022. JEN Tampa 4 has spent approximately \$11 million to date on hard and soft costs, a portion of which includes the Assessment Area Two Project. Any remaining development costs are the obligations of JEN Tampa 4. Given the status of development in Assessment Area Two, there will not be a completion agreement. See "THE DEVELOPMENT - Development Plan and Status" and "- Land Acquisition and Finance Plan" herein for more information. See also "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area Two Project or the Construction of Homes within Assessment Area Two."

The District anticipates issuing additional series of bonds in the future in order to finance the remaining phases of land development. Such bonds will be secured by special assessments levied on lands which are separate and distinct from the land comprising Assessment Area One or Assessment Area Two.

The District Engineer has indicated that all permits necessary to construct the Assessment Area Two Project have been obtained. In addition to the Supplemental Engineer's Report, see "THE DEVELOPMENT – Development Approvals" for a more detailed description of the entitlement and permitting status of the Development.

See "APPENDIX C: SUPPLEMENTAL ENGINEER'S REPORT" for more information regarding the above improvements.

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**ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS**

District Management Services, LLC prepared the Master Assessment Methodology Report, Assessment Area Two dated September 28, 2021 (the "Master Assessment Methodology Report"), which has been supplemented by the Preliminary Second Supplemental Methodology Report Assessment Area Two, dated August 9, 2022 (the "Supplemental Methodology Report" and, together with the Master Assessment Methodology Report, the "Assessment Methodology"), prepared by Inframark, LLC, a Texas limited liability company (the "Methodology Consultant"). The Assessment Methodology is included herein as Appendix D and sets forth an overall method for allocating the Assessment Area Two Special Assessments to be levied against the lands within Assessment Area Two within the District benefited by the Assessment Area Two Project and collected by the District as a result thereof. Once the final terms of the Assessment Area Two Bonds are determined, the Supplemental Methodology Report will be revised to reflect such final terms. Once levied and imposed, the Assessment Area Two Special Assessments are a first lien on the land against which assessed until paid or barred by operation of law, co-equal with other taxes and assessments levied by the District, including the operation and maintenance assessments, and other units of government. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

The Assessment Area Two Bonds are payable from and secured solely by the Assessment Area Two Pledged Revenues, which consist primarily of the revenues received by the District from the Assessment Area Two Special Assessments. The Assessment Area Two Special Assessments will be levied on the 125 platted lots which comprise Assessment Area Two. The Assessment Area Two Special Assessments levied to pay debt service on the Assessment Area Two Bonds, along with the total Assessment Area Two Bonds par amount allocated per unit, are expected to be as follows:

<b>Product</b>	<b>Planned Units</b>	<b>Annual Assessment Area Two Special Assessment*</b>	<b>Assessment Area Two Bonds Total Par Per Unit*</b>
Single Family 55'	72	\$2,764	\$40,851
Single Family 65'	<u>53</u>	\$3,267	\$48,278
<b>Total:</b>	<b>125</b>		

\* Preliminary, subject to change. Assessment Area Two Special Assessments shown above do not include a gross up to account for fees of the Property Appraiser and Tax Collector when collected pursuant to the Uniform Method or the statutory early payment discount. It is anticipated that the Builder will pay down the Assessment Area Two Special Assessments upon the closing of homes with end users to provide for an annual net assessment level of approximately \$1,513 per year for 55' lots and \$1,788 for 65' lots, representing a paydown per lot of approximately \$1,251 and \$1,479 for 55' lots and 65' lots, respectively, for a total paydown of approximately \$2,490,000 (preliminary, subject to change). Paydown of the Assessment Area Two Special Assessments is not an obligation of the District.

Each homeowner in the District will pay annual taxes, fees and assessments on an ongoing basis as a result of its ownership of property within the District, including local ad valorem property taxes, the maintenance and operating assessments to be levied by the District, and homeowners' association fees to be levied by the homeowners' association. The District anticipates continuing to levy assessments to cover its operation and administrative costs that will be approximately \$1,300 per fifty-five foot unit annually and \$1,500 per sixty-five-foot unit annually, which amounts are subject to change. The land within the District has been and is expected to continue to be subject to taxes and assessments imposed by taxing authorities other than the District. The total ad valorem millage rate applicable to the District Lands in tax year 2021 was approximately 14.3621 mills and which amount is subject to change on an annual basis. These taxes would be payable in addition to the Assessment Area Two Special Assessments and any other assessments levied by the District and other taxing authorities. In addition, exclusive of voter approved millages levied



for general obligation bonds, as to which no limit applies, the County and the School District of Manatee County, Florida may each levy ad valorem taxes upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in the current year. See "BONDOWNERS RISKS" and "THE DEVELOPMENT – Taxes, Fees and Assessments" for more information, including proposed associations' assessments.

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*The information appearing below under the captions "THE DEVELOPMENT" and "THE LANDOWNERS AND THE DEVELOPMENT MANAGER" has been furnished by the Landowners and HBWB for inclusion in this Limited Offering Memorandum and, although believed to be reliable, such information has not been independently verified by Bond Counsel, Disclosure Counsel, the District or its counsel, or the Underwriter or its counsel, and no persons other than the Landowners and HBWB make any representation or warranty as to the accuracy or completeness of such information supplied by such entities. The following information is provided by the Landowners and HBWB as a means for the prospective bondholders to understand the anticipated development plan and risks associated with the Development. Neither the Landowners and HBWB is guaranteeing payment of the Assessment Area Two Bonds or the Assessment Area Two Special Assessments.*

## **THE DEVELOPMENT**

### **General Overview**

The original boundaries of the District included a total of approximately 199 acres of land (the "Original District Lands") located in unincorporated Manatee County. The District boundaries were expanded on August 31, 2021 to include approximately 593 additional acres of land formerly known as Cone Ranch South (the "Expansion Lands" and together with the Original District Lands, the "District Lands"). The District Lands include approximately 792 acres planned for 533 unit single-family home residential community to be known as "Crosswind Point" and a 1,097 unit single-family home residential community to be known as "Crosswind Ranch" (collectively, the "Development"). Assessment Area Two is located in Crosswind Ranch. Main access to the Development is from State Road 62 while secondary access to the Development is from Spencer Parrish Road, which borders Crosswind Point to the east and Crosswind Ranch to the west.

The Development is well located within the rapidly growing Parrish submarket with shopping, dining, and entertainment options available within a short drive. On a regional level, the Development is centrally located between Bradenton-Sarasota and Tampa-St. Petersburg with drives to each respective municipality in approximately 30 minutes or less. With land becoming increasingly scarce in southern Hillsborough County, development activity has been pushing into north Manatee County, which abuts southern Hillsborough County.

The District previously issued its Assessment Area One Bonds in order to finance a portion of the public infrastructure improvements associated with Assessment Area One (the "Assessment Area One Project"). Assessment Area One was an approximately 166 acre parcel planned for the first 472 units to be developed within the Development. As of the date hereof, Assessment Area One contains 472 platted lots, of which approximately 250 lots are fully developed. See "Update on Assessment Area One" herein for more information.

The Assessment Area Two Bonds are being issued in order to finance a portion of the public infrastructure improvements associated with Assessment Area Two (the "Assessment Area Two Project"). Assessment Area Two contains 125 single-family platted lots. The Assessment Area Two Bonds will be secured by the Assessment Area Two Special Assessments which will be levied on the 125 platted lots which comprise Assessment Area Two.

The District anticipates issuing additional series of bonds in the future in order to finance remaining phases of land development. Such bonds will be secured by special assessments levied on lands which are separate and distinct from the land comprising Assessment Area Two.

JEN Tampa 4, LLC, a Florida limited liability company (the "JEN Tampa 4"), owns approximately 47 lots within Assessment Area Two. JEN Tampa 4 has entered into a Development Agreement with Homes by West Bay, LLC, a Florida limited liability company (the "Builder" and together with JEN Tampa 4, the "LANDOWNERS"), and HBWB Development Services, LLC, a Florida limited liability company (HBWB" and together with the Builder, the "Development Manager") to develop the lands within Assessment Area Two. JEN Tampa 4 has also entered into the Option Agreement (as hereinafter defined) with the Builder, whereby the Builder and/or its affiliates will purchase all of the developed lots in Assessment Area Two. As of August 1, 2022, the Builder owns 78 lots. See "THE LANDOWNERS AND THE DEVELOPMENT MANAGER" herein for more information regarding the Development Manager and the Builder, and see "- The Development Agreement and the Option Agreement" herein for more information on the Development Agreement and the Option Agreement.

At buildout, Assessment Area Two of the Development is planned to contain 125 units consisting of 72 single family homes on 55' wide lots and 53 single family homes on 65' wide lots. Homes are expected to range in size from approximately 2,100 square feet to 4,200 square feet. Given the range of lot sizes, the Development will be marketed to move-up buyers. Prices are expected to range from \$460,000 to mid \$720,000, subject to change. See "- Residential Product Offerings" herein for more information.

### **Update on Assessment Area One**

The District previously issued its Assessment Area One Bonds in order to finance a portion of the Assessment Area One Project, which consists of the public infrastructure improvements associated with Assessment Area One. All 472 single-family residential lots planned for Assessment Area One have been platted, of which 250 lots have been fully developed. As of August 1, 2022, 179 lots have closed with the Builder, approximately 7 homes have sold and closed with end users, and an additional 49 homes have sold pending closing.

### **Land Acquisition and Finance Plan**

JEN Tampa 4 acquired the Original District Lands in July 2020 for approximately \$14,000,000. JEN Tampa 4 and an affiliate acquired the Expansion Lands in December 2020 for approximately \$13,200,000. Assessment Area Two contains approximately 99.28 of the 591 total acres in the Expansion Lands. As of August 1, 2022, JEN Tampa 4, has sold approximately 78 lots in Assessment Area Two to the Builder pursuant to the Option Agreement (as defined herein) and JEN Tampa 4 owns the remaining 47 lots in Assessment Area Two. See "The Development Agreement and the Option Agreement" herein for more information on the Option Agreement. The Builder's lots in Assessment Area Two are subject to a mortgage securing construction loan provided by Wells Fargo.

The total expected land development costs for Assessment Area Two will be approximately \$12,200,000. The costs associated with developing Assessment Area Two includes certain master costs which benefit future phases. As of the date hereof, JEN Tampa 4 has spent approximately \$11 million in hard and soft costs developing the land in Assessment Area Two, a portion of which includes the Assessment Area Two Project. The net proceeds of the Assessment Area Two Bonds available for the District to fund the acquisition of a portion of the Assessment Area Two Project from JEN Tampa 4 are expected to be approximately \$4.96 million\*. Any remaining development costs are the obligations of JEN Tampa 4.

Land development associated with Assessment Area Two commenced in the first quarter of 2021 and is substantially complete. Assessment Area Two has been platted, with final completion expected by

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\* Preliminary, subject to change.

November 2022. JEN Tampa 4 has spent approximately \$11 million to date on hard and soft costs, a portion of which includes the Assessment Area Two Project. Given the status of development in Assessment Area Two, there will not be a completion agreement. See "THE DEVELOPMENT - Development Plan and Status" and "- Land Acquisition and Finance Plan" herein for more information. See also "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area Two Project or the Construction of Homes within Assessment Area Two."

### **Development Plan and Status**

Land development associated with Assessment Area Two commenced in the first quarter of 2021 and is substantially complete. Assessment Area Two has been platted, with final completion expected by November 2022.

Sales are expected to commence in the fourth calendar quarter of 2022 with closings expected in the first calendar quarter of 2023. It is expected that approximately 60 to 75 homes will be sold and closed per year until buildout, which is expected in 2024. These anticipated absorption rates are based upon estimates and assumptions made by the Builder that are inherently uncertain, though considered reasonable by the Builder, and are subject to significant business, economic, and competitive uncertainties and contingencies, all of which are difficult to predict and many of which are beyond the control of the Landowner, Development Manager and Builder. As a result, there can be no assurance such absorption rates will occur or be realized in the time frames anticipated.

### **The Development Agreement and the Option Agreement**

JEN Tampa 4 has entered into a Development Agreement (Guaranteed Maximum Price) dated December 23, 2020 (the "Development Agreement") with the Development Manager. Pursuant to the Development Agreement, the Development Manager is obligated to develop the Development for JEN Tampa 4. JEN Tampa 4 is obligated to reimburse the Development Manager for the costs incurred in developing the Development, subject to the limitations and provisions of the Development Agreement.

JEN Tampa 4 has also entered into an Option Agreement dated December 23, 2020, as amended (the "Option Agreement"), with the Builder. Pursuant to the Option Agreement, the Builder has paid JEN Tampa 4 an option payment of \$912,786 (the "Option Payment") for the right for the Builder to acquire the 125 lots in Assessment Area Two as well as the 375 lots planned for a future assessment area. The total consideration for the 125 lots planned for Assessment Area Two is approximately \$11,500,000, which includes the agreed upon lot takedown price under the Option Agreement, assumption of the anticipated bond pay down obligation, interest at the rate of 14% per annum, and property taxes and other soft costs. The per lot amounts are approximately \$85,000 for each 55' lot and \$100,000 for each 65' lot, which are subject to adjustment. The Option Payment is non-refundable except in the event of a default by JEN Tampa 4 and is to be applied against lot takedowns in accordance with the terms of the Option Agreement. The Option Agreement currently provides for monthly takedowns in Assessment Area Two that began in March 2022, and are anticipated through June 2023. As of August 1, 2022, the Builder has acquired 78 lots. The Builder has the right to terminate the Option Agreement at any time upon delivery of written notice to JEN Tampa 4. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area Two Project or the Construction of Homes within Assessment Area Two" herein.

### **Residential Product Offerings**

The Builder will be marketing homes in the Development under its West Bay brand, which targets move-up buyers. See "THE LANDOWNERS AND THE DEVELOPMENT MANAGER" herein for more

information. The following table reflects the Landowner's current expectations for the homes to be constructed in the Development, all of which are subject to change.

<u>Lot Size</u>	<u># of Lots</u>	<u>Est. Home Sizes (square feet)</u>	<u>Expected Home Price</u>	<u>Builder Brand</u>
55'	72	2,100 – 3,400	\$460,000 - \$560,000	West Bay
65'	<u>53</u>	2,500 – 4,200	\$600,000 - \$720,000	West Bay
<b>Total:</b>	125			

### Development Approvals

Assessment Area Two has the necessary zoning for its 125 platted lots. All permits and approvals have been received by jurisdictional agencies to allow for the development of Assessment Area Two and the land has been platted. Certain offsite obligations associated with utility line extensions are required at a cost of approximately \$3,100,000 and have been included within the Assessment Area Two Project. Such improvements are expected to be completed in September 2022. See "CAPITAL IMPROVEMENT PROGRAM AND THE ASSESSMENT AREA TWO PROJECT." See also "BONDOWNERS' RISKS – Regulatory and Environmental Risks" herein.

### Environmental

A Phase I Environmental Site Assessment was performed on Assessment Area Two in October 2020 (the "ESA"). The ESA revealed no recognized environmental conditions on the subject lands. See "BONDOWNERS' RISKS – Regulatory and Environmental Risks" herein for more information regarding potential environmental risks.

### Taxes, Fees and Assessments

The Assessment Area Two Bonds are payable from and secured solely by the Assessment Area Two Pledged Revenues, which consist primarily of the revenues received by the District from the Assessment Area Two Special Assessments. The Assessment Area Two Special Assessments will be levied on the 125 platted lots which comprise Assessment Area Two. The Assessment Area Two Special Assessments levied to pay debt service on the Assessment Area Two Bonds, along with the total Assessment Area Two Bonds par amount allocated per unit, are expected to be as follows:

<u>Product</u>	<u>Planned Units</u>	<u>Annual Assessment Area Two Special Assessment*</u>	<u>Assessment Area Two Bonds Total Par Per Unit*</u>
Single Family 55'	72	\$2,764	\$40,851
Single Family 65'	<u>53</u>	\$3,267	\$48,278
<b>Total:</b>	<b>125</b>		

\* Preliminary, subject to change. Assessment Area Two Special Assessments shown above do not include a gross up to account for fees of the Property Appraiser and Tax Collector when collected pursuant to the Uniform Method or the statutory early payment discount. It is anticipated that the Builder will pay down the Assessment Area Two Special Assessments upon the closing of homes with end users to provide for an annual net assessment level of approximately \$1,513 per year for 55' lots and \$1,788 for 65' lots, representing a paydown per lot of approximately \$1,251 and \$1,479 for 55' lots and 65' lots, respectively, for a total paydown of approximately \$2,490,000 (preliminary, subject to change). Paydown of the Assessment Area Two Special Assessments is not an obligation of the District.

The District anticipates continuing to levy assessments to cover its operation and administrative costs that will be approximately \$1,300 per fifty-five foot unit annually and \$1,500 per sixty-five foot unit annually, which amounts are subject to change. In addition, residents will be required to pay homeowners' association fees which are currently estimated to be approximately \$120 per lot per year, which amount is subject to change. The land within Assessment Area Two has been and is expected to continue to be subject to taxes and assessments imposed by taxing authorities other than the District. The total ad valorem millage rate applicable to the District Lands in tax year 2021 was approximately 14.3621 mills and which amount is subject to change on an annual basis. These taxes would be payable in addition to the Assessment Area Two Special Assessments and any other assessments levied by the District and other taxing authorities. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the County and the School District of Manatee County, Florida may each levy ad valorem taxes upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in the current year.

### **Amenities**

A pool and cabana are under construction in Assessment Area One of the District that are expected to be completed in the first quarter of 2023 at a total cost of \$1.6 million (collectively, the "Amenity"). The Amenity will be owned and maintained by the District. The Developer may construct additional amenities within the District as development progresses.

### **Utilities**

Electric utilities will be provided to the Development by Florida Power and Light. Potable water, reclaimed water and sanitary sewer service to the Development will be provided by Manatee County Utilities.

### **Education**

The public schools for children residing in Assessment Area Two of the Development are expected to be Annie Lucy Williams Elementary School, Buffalo Creek Middle School, and Parrish High School which are located approximately 3.5 miles, 6 miles, and 2 miles away from the Development, respectively, and which were rated A, C and C, respectively by the Florida Department of Education in 2022 (the most recent year for which grades are available). The Manatee County School Board may change school boundaries from time to time, and there is no requirement that students residing in the Development be permitted to attend the schools which are closest to the Development.

### **Competition**

The Development is expected to compete with projects in the Manatee County market, which include North River Ranch, Summerwoods and Bella Lago. The foregoing does not purport to summarize all of the existing or planned communities in the area of the Development.

### **No Development Agreements**

Given the status of development in Assessment Area Two, there will not be a completion agreement, Collateral Assignment or True-up Agreement. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area Two Project or the Construction of Homes within Assessment Area Two".

## THE LANDOWNERS AND THE DEVELOPMENT MANAGER

### General

JEN Tampa 4, LLC, a Florida limited liability company (the "JEN Tampa 4"), owns approximately 47 lots within Assessment Area Two. JEN Tampa 4 has entered into a Development Agreement with Homes by West Bay, LLC, a Florida limited liability company (the "Builder" and together with JEN Tampa 4, the "Landowners"), and HBWB Development Services, LLC, a Florida limited liability company (HBWB" and together with the Builder, the "Development Manager") to develop the lands within Assessment Area Two. JEN Tampa 4 has also entered into the Option Agreement with the Builder, whereby the Builder and/or its affiliates will purchase all of the developed lots in Assessment Area Two. As of August 1, 2022, the Builder owns 78 lots in Assessment Area Two. See "THE DEVELOPMENT – The Development Agreement and the Option Agreement" herein for more information on the Development Agreement and the Option Agreement.

### JEN Tampa 4

JEN Tampa 4 is a Florida limited liability company organized on December 17, 2020. JEN Tampa 4 is a special purpose entity whose primary asset is its interest in the Development. JEN Tampa 4 is wholly owned by JEN 7 LB LLC, a Delaware limited liability company ("JEN 7"), which was organized on December 2, 2020. JEN 7 serves as the manager of JEN Tampa 4.

JEN 7 is an opportunity fund which is managed by a subsidiary of JEN Partners, LLC ("JEN Partners"), a New York-based private-equity real estate firm. JEN Partners has successfully invested over \$2 billion in residential land over the last decade, purchasing over 50,000 lots. JEN Partners is currently investing its seventh fund.

JEN Partners was formed in 2005 by Reuben Leibowitz. Prior to founding JEN Partners, Mr. Leibowitz was responsible for Warburg Pincus's real estate practice for 20 years. He also helped set and implement Warburg Pincus's long term strategy, and structure the firm's operating entities and private equity funds, including finance, legal and tax. Prior to joining Warburg Pincus in 1984, Mr. Leibowitz spent 15 years in public accounting. Mr. Leibowitz received a B.S. from Brooklyn College, an M.B.A. from the Stern School of New York University, a JD from the Brooklyn Law School, and an LLM from NYU School of Law. He is a director of Simon Property Group, the largest U.S. REIT, and was previously a director of four other NYSE listed companies, Chelsea Property, Grubb & Ellis, Lennar and Pacific Greystone. He is an overseer of NYU's Stern School and a member of Hillel's International Board of Governors.

Matt O'Brien. Mr. O'Brien co-leads Jen Partners' Florida residential land efforts, which are focused on Tampa and the Gulf Coast. He has 25 years of experience in residential real estate, specializing in community acquisition, entitlements, and development. During his career, he has been responsible for the planning, acquisition and development of over 45,000 residential units. Mr. O'Brien started with JEN Partners in 2020 after five years at Mattamy Homes, where he served as Vice President of Acquisition and Development for West Florida. Prior to his time at Mattamy Homes, Mr. O'Brien served as the Vice President of Land Acquisition and Development for Pulte Homes North Florida (December 1996 to January 2013) and Division President for Meritage Homes Tampa (February 2013 to July 2015). Mr. O'Brien is a native of Tampa, Florida and graduated from Wofford College in Spartanburg, South Carolina.

### The Development Manager and the Builder

Homes by West Bay, LLC, a Florida limited liability company (the "Builder") and HBWB Development Services, LLC, a Florida limited liability company ("HBWB" and, together with the Builder,

the "Development Manager") are both Florida limited liability companies organized on October 1, 2009 and May 3, 2012, respectively. Wilhelm Nunn has served as President of the Builder since the company was founded in 2009. Mark Metheny is the Vice President of the Builder and President of HBWB. Keith Grove is the development manager of HBWB. Elizabeth Bradburn serves as the Vice President and Chief Financial Officer of the Builder. Brief biographies of these individuals are set forth below:

Wilhelm Nunn. Willy Nunn has served as President of the Builder since the company was founded in 2009. The company has become a top five builder in Tampa and is the largest builder based in Tampa. The Builder's 2021 revenues totaled \$440 million on deliveries of 932 homes in Hillsborough, Pasco and Manatee Counties.

The Builder recently launched a new venture at the end of 2019, Casa Fresca Homes, with a mission to empower homeownership through smart, stylish, yet attainable homes. Built on the foundation of the management team's many years of experience with Fox and Jacobs (Centex) and other entry-level builders, Casa Fresca delivered 202 homes in 2021, with revenues of \$59 million. Casa Fresca currently has communities in Hillsborough, Pasco, Manatee and Polk Counties.

Prior to WestBay, Mr. Nunn held senior positions with Centex Homes and Taylor Woodrow in the Tampa Bay area. Previously, Mr. Nunn worked for Bank of America for over ten years in various markets as a senior real estate banker. Mr. Nunn is a past president of the Tampa Bay Builders Association and was named "Builder of the Year" by the association in 2014. Mr. Nunn is a graduate of the Wharton School at the University of Pennsylvania.

Mark Metheny. Mark Metheny joined Homes by WestBay as Land President in July 2021, following a twenty year career with Lennar Homes. Fifteen of those years, he was Division President for Tampa Bay. He was also President of the Orlando/Space Coast divisions for five years. As President, he oversaw all aspects of land and homebuilding operations, as well as the overall strategic direction of Lennar's largest division. Prior to joining Lennar, Mark was with KPMG Peat Marwick as an auditor for five years. Mark was born and raised on the West Coast of Florida and comes from a long line of Citrus and Cattle farmers. He graduated from Florida State University. He has served more than 25 years on the board of AMI Kids and is currently the AMI Kids Foundation Board Chair. He also volunteers with Metropolitan Ministries, Hyde Park United Methodist Church and various organizations in support of his two daughters.

Keith Grove. Keith Grove is the development manager for HBWB. He has over 30 years of experience in design, estimating and construction management of residential and commercial development work. Beginning with his own construction management and design business in Pennsylvania, he developed multiple residential communities for a number of successful companies. He was involved with a wide range of commercial applications including hospitals, park and recreational projects, professional office spaces, retail centers of varied sizes and large-scale city rehabilitation infrastructure work. While concentrating on costs analysis, feasibility and entitlement processes he turned his experience to large scale residential community development and planning. In 1995 he joined Westfield Homes as development manager to help build first class neighborhoods throughout the Tampa Bay area. He helped orchestrate projects that received numerous awards from the National Association of Home Builders. Mr. Grove managed all processes including due diligence analysis, acquisition, engineering design and entitlement processes, all inclusive budget projections and construction management processes. He also managed lot sales to multiple builders throughout the area. After almost 10 years of experience with Westfield Homes, Mr. Grove joined Ryland Homes. This position as Senior Development Manager had a team of 10 people who were site managers, acquisition professionals and development assistants. During this period, he was responsible for developing thousands of lots, covering six counties. Project costs ranged up to 80 million dollars. He is a graduate of Penn State with a B.S. in Landscape Architecture.



Elizabeth Bradburn. Elizabeth Bradburn has served as Vice President and Chief Financial Officer of the Builder since 2011. Prior to working at the Builder, Ms. Bradburn held senior positions with Centex Homes and Taylor Morrison in the Tampa Bay area for over 18 years. In addition to holding the position of Controller for Centex, Ms. Bradburn was also Vice President of Financing for the State of Florida for Centex Homes, as well as Controller for Taylor Woodrow. Previously, Ms. Bradburn served in the United States Air Force for over nine years in various markets in Finance. Ms. Bradburn is a Magna Cum Laude graduate of Eckerd College in St. Petersburg Florida with a B.S. degree.

*None of the Landowner, HBWB, the Builder nor any of the other individuals or entities listed above is guaranteeing payment of the Assessment Area Two Bonds or the Assessment Area Two Special Assessments. None of the entities listed herein, other than the Landowner, has entered into any agreements in connection with the issuance of the Assessment Area Two Bonds.*

## **TAX MATTERS**

### **Federal Income Taxes**

The delivery of the Assessment Area Two Bonds is subject to the opinion of GrayRobinson, P.A., Bond Counsel, to the effect that the interest on the Assessment Area Two Bonds is excluded from gross income of the owners thereof for federal income tax purposes. The Internal Revenue Code of 1986, as amended (the "Code"), imposes certain requirements that must be met subsequent to the issuance and delivery of the Assessment Area Two Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Assessment Area Two Bonds to be included in gross income for federal income tax purposes retroactive to the date of issue of the Assessment Area Two Bonds. Pursuant to the Indenture and the Tax Certificate, the District has covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Assessment Area Two Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code. The opinion of Bond Counsel on federal tax matters with respect to the Assessment Area Two Bonds will be based on and will assume the accuracy of certain representations and certifications of the District and the Landowners, and compliance with certain covenants of the District to be contained in the transcript of proceedings. Bond Counsel will not independently verify the accuracy of those certifications and representations.

In the opinion of Bond Counsel, under existing law and assuming compliance with the aforementioned covenant, and the accuracy of certain representations and certifications made by the District described above, interest on the Assessment Area Two Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code. Bond Counsel, is also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code. However, for taxable years beginning after December 31, 2022, interest on the Assessment Area Two Bonds will be taken into account in computing the alternative minimum tax imposed on certain corporations under the Code to the extent that such interest is included in the "adjusted financial statement income" of such corporations.

### **State Taxes**

Bond Counsel is of the opinion that the Assessment Area Two Bonds and the interest thereon will not be subject to taxation under the laws of the State, except estate taxes and taxes under Chapter 220, Florida Statutes, as amended, on interest, income or profits on debt obligations owned by corporations as defined therein. Bond Counsel expresses no opinion as to other State or local tax consequences arising with respect to the Assessment Area Two Bonds or as to the taxability of the Assessment Area Two Bonds or the income therefrom under the laws of any state other than the State.

## **[Original Issue Discount and Premium Bonds]**

[Certain of the Assessment Area Two Bonds ("Discount Bonds") may be offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Bond determined under Code Section 1273 or 1274 (i.e., for obligations issued for money in a public offering, the initial offering price to the public (other than to bond houses and brokers) at which a substantial amount of the obligation of the same maturity is sold pursuant to that offering). For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Bond (i) is interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Assessment Area Two Bonds, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Bond.

Certain of the Assessment Area Two Bonds ("Premium Bonds") may be offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity (or earlier for certain Premium Bonds callable prior to maturity). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually (or over a shorter permitted compounding interval selected by the owner). No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond.

Owners of Discount and Premium Bonds should consult their own tax advisers as to the determination for federal income tax purposes of the amount of OID or bond premium properly accruable in any period with respect to the Discount or Premium Bonds and as to other federal tax consequences, and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.]

## **Ancillary Tax Matters**

Ownership of the Assessment Area Two Bonds may result in other federal tax consequences to certain taxpayers, including, without limitation, certain S corporations, foreign corporations with branches in the United States, property and casualty insurance companies, individuals receiving Social Security or Railroad Retirement benefits, individuals seeking to claim the earned income credit, and taxpayers (including banks, thrift institutions and other financial institutions) who may be deemed to have incurred or continued indebtedness to purchase or to carry the Assessment Area Two Bonds. Prospective investors are advised to consult their own tax advisors regarding these rules.

Interest paid on tax-exempt obligations such as the Assessment Area Two Bonds is subject to information reporting to the IRS in a manner similar to interest paid on taxable obligations. In addition, interest on the Assessment Area Two Bonds may be subject to backup withholding if such interest is paid to a registered owner that (a) fails to provide certain identifying information (such as the registered owner's taxpayer identification number) in the manner required by the IRS, or (b) has been identified by the IRS as being subject to backup withholding.

Bond Counsel is not rendering any opinion as to any federal tax matters other than those described in the opinions attached as APPENDIX B. Prospective investors, particularly those who may be subject to special rules described above, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Assessment Area Two Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

### **Changes in Law and Post Issuance Events**

Legislative or administrative actions and court decisions, at either the federal or state level, could have an adverse impact on the potential benefits of the exclusion from gross income of the interest on the Assessment Area Two Bonds for federal or state income tax purposes, and thus on the value or marketability of the Assessment Area Two Bonds. This could result from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), repeal of the exclusion of the interest on the Assessment Area Two Bonds from gross income for federal or state income tax purposes, or otherwise. It is not possible to predict whether any legislative or administrative actions or court decisions having an adverse impact on the federal or state income tax treatment of holders of the Assessment Area Two Bonds may occur. Prospective purchasers of the Assessment Area Two Bonds should consult their own tax advisors regarding the impact of any change in law on the Assessment Area Two Bonds.

Bond Counsel's opinions will be based on existing law, which is subject to change. Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance and delivery of the Assessment Area Two Bonds may affect the tax status of interest on the Assessment Area Two Bonds. Bond Counsel expresses no opinion as to any federal, state or local tax law consequences with respect to the Assessment Area Two Bonds, or the interest thereon, if any action is taken with respect to the Assessment Area Two Bonds or the proceeds thereof upon the advice or approval of other counsel. Moreover, the opinions of Bond Counsel are not a guarantee of a particular result and are not binding on the IRS or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinions.

### **AGREEMENT BY THE STATE**

Under the Act, the State pledges to the holders of any bonds issued thereunder, including the Assessment Area Two Bonds, that it will not limit or alter the rights of the issuer of such bonds, including the District, to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects, including the portion of the Assessment Area Two Project funded by the Assessment Area Two Bonds, subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

### **LEGALITY FOR INVESTMENT**

The Act provides that bonds issued by community development districts are legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, instrumentality, county, municipality or other political subdivision of the State, and constitute securities that may be deposited by banks or trust companies as security for deposits of state, county, municipal or other public funds, or by insurance companies as required or voluntary statutory deposits.

## **SUITABILITY FOR INVESTMENT**

In accordance with applicable provisions of Florida law, the Assessment Area Two Bonds may initially be sold by the District only to "accredited investors" within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfers in any secondary market for the Assessment Area Two Bonds. Investment in the Assessment Area Two Bonds poses certain economic risks. No dealer, broker, salesman or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing.

## **ENFORCEABILITY OF REMEDIES**

The remedies available to the owners of the Assessment Area Two Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Assessment Area Two Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Assessment Area Two Bonds will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors and enacted before or after such delivery.

## **LITIGATION**

### **The District**

There is no litigation of any nature now pending or, to the knowledge of the District, threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Assessment Area Two Bonds, or in any way contesting or affecting (i) the validity of the Assessment Area Two Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, (ii) the pledge or application of any moneys or security provided for the payment of the Assessment Area Two Bonds, (iii) the existence or powers of the District or (iv) the validity of the Assessment Proceedings.

### **JEN Tampa 4**

JEN Tampa 4 has represented that there is no litigation of any nature now pending or, to the knowledge of JEN Tampa 4, threatened, which could reasonably be expected to have a material and adverse effect upon the development of Assessment Area Two or the completion of the Assessment Area Two Project as described herein, or materially and adversely affect the ability of JEN Tampa 4 to pay the Assessment Area Two Special Assessments imposed against the land within Assessment Area Two owned by JEN Tampa 4, or to otherwise perform its various obligations described in this Limited Offering Memorandum.

### **The Development Manager and the Builder**

The Development Manager and the Builder have represented that there is no litigation of any nature now pending or, to the knowledge of either the Development Manager or Builder, threatened, which could reasonably be expected to have a material and adverse effect upon the development of Assessment Area Two or the completion of the Assessment Area Two Project as described herein, materially and adversely affect the ability of the Builder to pay the Assessment Area Two Special Assessments imposed against the

land within Assessment Area Two to be owned by the Builder or materially and adversely affect the ability of the Development Manager or Builder to perform their various obligations described in this Limited Offering Memorandum.

### **CONTINGENT FEES**

The District has retained Bond Counsel, Disclosure Counsel, District Counsel, the Consulting Engineer, the District Manager/Methodology Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (which has retained Trustee's counsel), with respect to the authorization, sale, execution and delivery of the Assessment Area Two Bonds. Except for the payment of certain fees to District Counsel, the Consulting Engineer and the District Manager, the payment of fees of the other professionals is each contingent upon the issuance of the Assessment Area Two Bonds.

### **NO RATING**

No application for a rating for the Assessment Area Two Bonds has been made to any rating agency, nor is there any reason to believe that an investment grade rating for the Assessment Area Two Bonds would have been obtained if application had been made.

### **EXPERTS**

The Supplemental Engineer's Report included in APPENDIX C to this Limited Offering Memorandum has been prepared by ZNS Engineering, L.C., Bradenton, Florida, the District Engineer. APPENDIX C should be read in its entirety for complete information with respect to the subjects discussed therein. Inframark, LLC, Tampa, Florida, as Methodology Consultant, has prepared the Supplemental Methodology Report set forth as APPENDIX D hereto. APPENDIX D should be read in its entirety for complete information with respect to the subjects discussed therein. As a condition to closing on the Assessment Area Two Bonds, both the District Engineer and the Methodology Consultant will consent to the inclusion of their reports in this Limited Offering Memorandum. The Master Assessment Methodology Report is being included herein as a publicly available document and consent from the prior methodology consultant has not been requested.

### **FINANCIAL INFORMATION**

This District will covenant in a Continuing Disclosure Agreement, the proposed form of which is set forth in APPENDIX E hereto, to provide its annual audited financial statements to certain information repositories as described in APPENDIX E, commencing with the audit for the District fiscal year ending September 30, 2022. Attached hereto as APPENDIX F is a copy of the District's audited financial statements for the District's fiscal year ended September 30, 2021, as well as the District's unaudited monthly financial statements for the period ended July 31, 2022. Such financial statements, including the auditor's report included within the audited financial statements, have been included in this Limited Offering Memorandum as public documents and consent from the auditor was not requested. Further, the auditors have not performed any services related to, and therefore are not associated with, the preparation of this Limited Offering Memorandum. The Assessment Area Two Bonds are not general obligation bonds of the District and are payable solely from the Assessment Area Two Pledged Revenues.

Beginning October 1, 2015, or by the end of the first full fiscal year after its creation, each community development district in Florida must have a separate website with certain information as set forth in Section 189.069, F.S., including, without limitation, the district's proposed and final budgets and audit. Additional information regarding the District's website is available from the District Manager at the address set forth under "THE DISTRICT – The District Manager and Other Consultants."

## **DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS**

Section 517.051, Florida Statutes, and the regulations promulgated thereunder requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served only as a conduit issuer such as industrial development or private activity bonds issued on behalf of private business). The District is not and has never been in default on any bonds or other debt obligations since December 31, 1975.

### **CONTINUING DISCLOSURE**

The District and the Landowners will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement"), the proposed form of which is set forth in APPENDIX E, for the benefit of the Assessment Area Two Bondholders (including owners of beneficial interests in such Bonds) to provide certain financial information and operating data relating to the District and the Development and disclosure of certain enumerated material events by certain dates prescribed in the Disclosure Agreement (the "Reports") with the Municipal Securities Rulemaking Board ("MSRB") through the MSRB's Electronic Municipal Market Access system ("EMMA"). The specific nature of the information to be contained in the Reports is set forth in "APPENDIX E: PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT." Under certain circumstances, the failure of the District or the Landowners to comply with their respective obligations under the Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement would allow the Assessment Area Two Bondholders (including owners of beneficial interests in such Bonds) to bring an action for specific performance.

The District has previously entered into a continuing disclosure undertaking pursuant to Rule 15c2-12, promulgated under the Securities Exchange Act of 1934, as amended (the "Rule"), with respect to its Assessment Area One Bonds. A review of filings made pursuant to such prior undertaking indicates that the District has not materially failed to comply with its requirements thereunder within the last five years. The District will appoint the District Manager as the dissemination agent in the Disclosure Agreement and anticipates satisfying all future disclosure obligations required pursuant to its continuing disclosure undertakings and the Rule.

JEN Tampa 4 has not previously entered into a continuing disclosure undertaking pursuant to the Rule. The Builder has previously entered into a continuing disclosure undertaking pursuant to the Rule with respect to another community development district. A review of filings made pursuant to such prior undertaking indicates that certain filings required to be made by the Builder were not timely filed and that notice of such late filing was not always provided. The Landowners anticipate satisfying all future disclosure obligations required pursuant to its continuing disclosure undertakings and the Rule.

### **UNDERWRITING**

FMSbonds, Inc. (the "Underwriter") has agreed, pursuant to a contract with the District, subject to certain conditions, to purchase the Assessment Area Two Bonds from the District at a purchase price of \$ \_\_\_\_\_ (representing the par amount of the Assessment Area Two Bonds [plus/less net original issue premium/discount of \$ \_\_\_\_\_ and] less an Underwriter's discount of \$ \_\_\_\_\_). The Underwriter's obligations are subject to certain conditions precedent and, upon satisfaction or waiver of such conditions, the Underwriter will be obligated to purchase all of the Assessment Area Two Bonds if any are purchased.

The Assessment Area Two Bonds may be offered and sold to certain dealers, banks and others at prices lower than the initial offering prices, and such initial offering prices may be changed from time to time by the Underwriter.

### **VALIDATION**

Bonds issued pursuant to the terms of the Master Indenture have been validated by a judgment of the Circuit Court of the Twelfth Judicial Circuit of Florida in and for the County, rendered on February 3, 2021. The period of time during which an appeal can be taken from such judgment has expired without an appeal having been taken.

### **LEGAL MATTERS**

Certain legal matters related to the authorization, sale and delivery of the Assessment Area Two Bonds are subject to the approval of GrayRobinson, P.A., Tampa, Florida, Bond Counsel. Certain legal matters will be passed upon for the District by its counsel Straley Robin Vericker P.A., Tampa, Florida, as District Counsel, and GrayRobinson, P.A., Tampa, Florida, as Disclosure Counsel. Certain legal matters will be passed upon for JEN Tampa 4 (as defined herein) by its counsel, Godbold, Downing, Bill & Rentz, P.A., Winter Park, Florida, and for the Development Manager and Builder (as defined herein) by their counsel Dean, Mead, Egerton, Bloodworth, Capouano, P.A., Orlando, Florida. The Underwriter is represented by Nabors, Giblin & Nickerson, P.A., Tampa, Florida. GrayRobinson, P.A. represents the Underwriter in unrelated matters.

Bond Counsel's opinion included herein is based on existing law, which is subject to change. Such opinion is further based on factual representations made to Bond Counsel as of the date hereof. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinion is not a guarantee of a particular result, and is not binding on the Internal Revenue Service or the courts; rather, such opinion represents Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

### **MISCELLANEOUS**

Any statements made in this Limited Offering Memorandum involving matters of opinion or estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representations are made that any of the estimates will be realized.

The references herein to the Assessment Area Two Bonds and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to such documents for full and complete statements of such provisions.

This Limited Offering Memorandum is submitted in connection with the limited offering of the Assessment Area Two Bonds and may not be reproduced or used, as a whole or in part, for any other purpose. This Limited Offering Memorandum is not to be construed as a contract with the purchaser or the Beneficial Owners of any of the Assessment Area Two Bonds.

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**AUTHORIZATION AND APPROVAL**

The execution and delivery of this Limited Offering Memorandum has been duly authorized by the Board of the District.

**PARRISH PLANTATION COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Chairperson, Board of Supervisors



**APPENDIX A**

**COPY OF THE MASTER INDENTURE AND PROPOSED FORM OF SECOND  
SUPPLEMENTAL INDENTURE**

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TABLE OF CONTENTS

MASTER TRUST INDENTURE

between

PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT

and

U.S. BANK NATIONAL ASSOCIATION,

as Trustee

Dated as of February 1, 2021

relating to

PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT

SPECIAL ASSESSMENT REVENUE BONDS

ARTICLE I DEFINITIONS .....2

ARTICLE II THE BONDS.....14

Section 2.01 Amounts and Terms of Bonds; Details of Bonds .....14

Section 2.02 Execution .....15

Section 2.03 Authentication .....15

Section 2.04 Registration and Registrar.....15

Section 2.05 Mutilated, Destroyed, Lost or Stolen Bonds.....15

Section 2.06 Temporary Bonds.....16

Section 2.07 Cancellation and Destruction of Surrendered Bonds .....16

Section 2.08 Registration, Transfer and Exchange.....16

Section 2.09 Persons Deemed Owners .....17

Section 2.10 Limitation on Incurrence of Certain Indebtedness.....17

Section 2.11 Qualification for The Depository Trust Company .....18

ARTICLE III ISSUE OF BONDS .....20

Section 3.01 Issue of Bonds.....20

ARTICLE IV CONSTRUCTION OR ACQUISITION OF PROJECT .....23

Section 4.01 Project to Conform to Plans and Specifications; Changes.....23

Section 4.02 Compliance Requirements.....23

ARTICLE V ACQUISITION AND CONSTRUCTION FUND.....24

Section 5.01 Acquisition and Construction Fund .....24

ARTICLE VI SPECIAL ASSESSMENTS; APPLICATION THEREOF TO FUNDS AND ACCOUNTS .....26

Section 6.01 Special Assessments; Lien of Indenture on Pledged Revenues .....26

Section 6.02 Funds and Accounts Relating to the Bonds .....26

Section 6.03 Revenue Fund .....27

Section 6.04 Debt Service Fund.....28

Section 6.05 Debt Service Reserve Fund.....30

Section 6.06 Bond Redemption Fund.....32

Section 6.07 Drawings on Credit Facility.....33

Section 6.08 Procedure When Funds Are Sufficient to Pay All Bonds of a Series .....33

Section 6.09 Certain Moneys to Be Held for Series Bondowners Only .....33

Section 6.10 Unclaimed Moneys .....34

Section 6.11 Rebate Fund .....34

ARTICLE VII SECURITY FOR AND INVESTMENT OR DEPOSIT OF FUNDS .....35

Section 7.01 Deposits and Security Therefor .....35

Section 7.02 Investment or Deposit of Funds.....35

Section 7.03 Valuation of Funds.....36

-i-

ARTICLE VIII REDEMPTION AND PURCHASE OF BONDS.....37

Section 8.01 Redemption Dates and Prices .....37

Section 8.02 Notice of Redemption and of Purchase .....38

Section 8.03 Payment of Redemption Price .....39

Section 8.04 Partial Redemption of Bonds.....40

ARTICLE IX COVENANTS OF THE ISSUER.....41

Section 9.01 Power to Issue Bonds and Create Lien .....41

Section 9.02 Payment of Principal and Interest on Bonds.....41

Section 9.03 Special Assessments; Re-Assessments. ....42

Section 9.04 Method of Collection .....42

Section 9.05 Delinquent Special Assessments.....42

Section 9.06 Sale of Tax Certificates and Issuance of Tax Deeds; Foreclosure of Special Assessment Liens .....43

Section 9.07 Books and Records with Respect to Special Assessments .....43

Section 9.08 Deposit of Special Assessments.....44

Section 9.09 Construction to be on District Lands .....44

Section 9.10 Operation, Use and Maintenance of Project.....44

Section 9.11 Observance of and Compliance with Valid Requirements .....44

Section 9.12 Public Liability and Property Damage Insurance; Maintenance of Insurance; Use of Insurance and Condemnation Proceeds .....44

Section 9.13 Collection of Insurance Proceeds.....46

Section 9.14 Use of Revenues for Authorized Purposes Only .....46

Section 9.15 Books and Records .....47

Section 9.16 Observance of Accounting Standards.....47

Section 9.17 Employment of Certified Public Accountant.....47

Section 9.18 Establishment of Fiscal Year, Annual Budget.....47

Section 9.19 Employment of Consulting Engineer; Consulting Engineer's Report.....47

Section 9.20 Audit Reports .....48

Section 9.21 Reserved .....48

Section 9.22 Covenant Against Sale or Encumbrance; Exceptions.....48

Section 9.23 No Loss of Lien on Pledged Revenue.....48

Section 9.24 Compliance With Other Contracts and Agreements.....49

Section 9.25 Issuance of Additional Obligations.....49

Section 9.26 Extension of Time for Payment of Interest Prohibited .....49

Section 9.27 Further Assurances.....49

Section 9.28 Use of Bond Proceeds to Comply with Internal Revenue Code.....49

Section 9.29 Corporate Existence and Maintenance of Properties .....49

Section 9.30 Continuing Disclosure .....50

ARTICLE X EVENTS OF DEFAULT AND REMEDIES .....51

Section 10.01 Events of Default and Remedies.....51

Section 10.02 Events of Default Defined .....51

Section 10.03 No Acceleration; Redemption.....52

Section 10.04 Legal Proceedings by Trustee .....52

Section 10.05 Discontinuance of Proceedings by Trustee.....52

Section 10.06 Bondholders May Direct Proceedings .....52

Section 10.07 Limitations on Actions by Bondholders .....52

Section 10.08 Trustee May Enforce Rights Without Possession of Bonds .....53

Section 10.09 Remedies Not Exclusive .....53

Section 10.10 Delays and Omissions Not to Impair Rights.....53

Section 10.11 Application of Moneys in Event of Default.....53

Section 10.12 Trustee and Bondholders Entitled to all Remedies under Act.....54

Section 10.13 Credit Facility Issuer's Rights Upon Events of Default .....54

ARTICLE XI THE TRUSTEE; THE PAYING AGENT AND REGISTRAR .....56

Section 11.01 Acceptance of Trust .....56

Section 11.02 No Responsibility for Recitals .....56

Section 11.03 Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Negligence .....56

Section 11.04 Compensation and Indemnity .....57

Section 11.05 No Duty to Renew Insurance .....57

Section 11.06 Notice of Default; Right to Investigate .....57

Section 11.07 Obligation to Act on Defaults .....57

Section 11.08 Reliance by Trustee.....58

Section 11.09 Trustee May Deal in Bonds .....58

Section 11.10 Construction of Ambiguous Provisions .....58

Section 11.11 Resignation of Trustee .....58

Section 11.12 Removal of Trustee .....58

Section 11.13 Appointment of Successor Trustee.....59

Section 11.14 Qualification of Successor.....59

Section 11.15 Instruments of Succession.....59

Section 11.16 Merger of Trustee .....59

Section 11.17 Extension of Rights and Duties of Trustee to Paying Agent and Registrar .....59

Section 11.18 Resignation of Paying Agent or Registrar .....60

Section 11.19 Removal of Paying Agent or Registrar .....60

Section 11.20 Appointment of Successor Paying Agent or Registrar .....60

Section 11.21 Qualifications of Successor Paying Agent or Registrar .....60

Section 11.22 Judicial Appointment of Successor Paying Agent or Registrar.....61

Section 11.23 Acceptance of Duties by Successor Paying Agent or Registrar .....61

Section 11.24 Successor by Merger or Consolidation .....61

ARTICLE XII ACTS OF BONDHOLDERS; EVIDENCE OF OWNERSHIP OF BONDS .....62

Section 12.01 Acts of Bondholders; Evidence of Ownership of Bonds .....62

ARTICLE XIII AMENDMENTS AND SUPPLEMENTS .....63

Section 13.01 Amendments and Supplements Without Bondholders' Consent.....63

Section 13.02 Amendments With Bondholders' Consent .....63

Section 13.03 Trustee Authorized to Join in Amendments and Supplements; Reliance on Counsel .....64

ARTICLE XIV DEFEASANCE.....	65
Section 14.01    Defeasance.....	65
Section 14.02    Deposit of Funds for Payment of Bonds.....	65
ARTICLE XV MISCELLANEOUS PROVISIONS.....	67
Section 15.01    Limitations on Recourse.....	67
Section 15.02    Payment Dates.....	67
Section 15.03    No Rights Conferred on Others.....	67
Section 15.04    Illegal Provisions Disregarded.....	67
Section 15.05    Substitute Notice.....	67
Section 15.06    Notices.....	67
Section 15.07    Controlling Law.....	68
Section 15.08    Successors and Assigns.....	68
Section 15.09    Headings for Convenience Only.....	68
Section 15.10    Counterparts.....	69
Section 15.11    Appendices and Exhibits.....	69
Section 15.12    Patriot Act Requirements of Trustee.....	69
Section 15.13    Brokerage Confirmations.....	69

Exhibit A – Acquisition and Construction Fund Requisition

**THIS MASTER TRUST INDENTURE**, dated as of February 1, 2021 (the “Master Indenture”), by and between PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT (together with its permitted successors and assigns, the “Issuer”), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and U.S. BANK NATIONAL ASSOCIATION, a national banking association authorized to accept and execute the trusts herein set forth (said banking association and any bank or trust company becoming successor trustee under this Master Indenture and all Supplemental Indentures (as hereinafter defined) being hereinafter referred to as the “Trustee”);

**WITNESSETH:**

**WHEREAS**, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), and established by Ordinance No. 19-33 of Manatee County, Florida effective on October 10, 2019, for the purpose, among other things, of financing and managing the acquisition and construction, maintenance, and operation of public infrastructure and other public facilities within and without the boundaries of the premises to be governed by the Issuer; and

**WHEREAS**, the premises governed by the Issuer are located entirely within the boundaries of unincorporated Manatee, Florida (the “County”) (herein, the “District Lands”); and

**WHEREAS**, the Issuer has determined to undertake, in one or more stages, the acquisition and construction of certain public infrastructure and facilities pursuant to the Act for the special benefit of certain District Lands (as further described within the applicable Supplemental Indenture, each herein defined as the “Project”); and

**WHEREAS**, the Issuer proposes to finance the cost of acquisition and construction of the Project by the issuance of one or more series of Bonds (as herein defined) pursuant to this Master Indenture.

**NOW, THEREFORE, THIS MASTER INDENTURE WITNESSETH**, that to provide for the issuance of Bonds (as hereinafter defined) under this Master Indenture, as supplemented from time to time by one or more Supplemental Indentures (as hereinafter defined), the security and payment of the principal, redemption or purchase price thereof (as the case may be) and interest thereon, any reimbursement due to a Credit Facility Issuer (hereinafter defined), if any, for any drawing on its Credit Facility (hereinafter defined), as required under the terms of the corresponding Credit Facility Agreement (hereinafter defined), the rights of the Owners of the Bonds of a Series (as hereinafter defined) and the performance and observance of all of the covenants contained herein and in said Bonds and in any Credit Facility Agreement for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Bonds of a Series by the Owners thereof, from time to time, the issuance by any Credit Facility Issuer of its Credit Facility, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer hereby assigns, transfers, sets over and pledges to the Trustee and grants a lien on all of the right, title and interest of the Issuer in and to the Pledged Revenues (hereinafter defined) as security for the

payment of the principal, redemption or purchase price of (as the case may be) and interest on Bonds of a Series issued hereunder and any reimbursement due to any Credit Facility Issuer for any drawing on its Credit Facility issued with respect to any such Bonds, as required under the terms of the corresponding Credit Facility Agreement, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

**ARTICLE I  
DEFINITIONS**

In this Master Indenture and any indenture supplemental hereto (except as otherwise expressly provided or unless the context otherwise requires) terms defined in the recitals hereto shall have the same meaning throughout this Master Indenture and all Supplemental Indentures, and in addition, the following terms shall have the meanings specified below:

“Account” shall mean any account established pursuant to this Master Indenture and all Supplemental Indentures.

“Act” shall mean the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended from time to time, and any successor statute thereto.

“Annual Budget” shall mean the Issuer’s budget of current operating and maintenance expenses for the Project for a Fiscal Year, as the same may be amended from time to time, adopted in accordance with the provisions hereof.

“Arbitrage Certificate” shall mean the certificate of the Issuer delivered at the time of issuance of a Series of Bonds setting forth the expectations of the Issuer with respect to the use of the proceeds of such Series and also containing certain covenants of the Issuer in order to achieve compliance with the Code relating to the tax-status of the Bonds.

“Authorized Denomination” shall mean, unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, a denomination of \$5,000 and integral multiples of \$5,000 in excess thereof.

“Beneficial Owner” shall mean the Person treated as the owner of Bonds for federal income tax purposes while the Bonds are registered in the name of Cede & Co., as the nominee of DTC. The Trustee is authorized to recognize the Beneficial Owners of a Series of Bonds for purposes of approvals, consents or other actions taken hereunder or under a Supplemental Indenture if beneficial ownership is proven to the satisfaction of the Trustee.

“Board” shall mean the Board of Supervisors of the Issuer.

“Bond Counsel” shall mean Akerman LLP and any other Counsel of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and their political subdivisions.

“Bondholder,” “Holder of Bonds,” “Holder,” “Bondowner” or “Owner” or any similar term shall mean any Person or Persons who shall be the registered owner of any Outstanding Bond or Bonds, as evidenced on the Bond Register of the Issuer kept by the Registrar.

“Bond Redemption Fund” shall mean the Fund so designated which is established pursuant to Section 6.06 hereof.

“Bond Register” shall have the meaning specified in Section 2.04 of this Master Indenture.

“Bonds” shall mean the Parrish Plantation Community Development District Special Assessment Revenue Bonds, issued in one or more Series pursuant to the provisions of this Master Indenture and Bonds subsequently issued to refund all or a portion of such aforementioned Bonds. If the Issuer determines to issue bond anticipation notes to be secured in whole or in part by a lien on the net proceeds of Bonds to be issued under this Master Indenture, the term “Bonds” shall apply to such short-term notes but only to the extent the Supplemental Indenture relating to such bond anticipation notes so provides.

“Business Day” shall mean any day other than a Saturday or Sunday or legal holiday or a day on which the office of the Issuer, or corporate office of the Trustee, the Registrar or any Paying Agent is closed, or a day on which the New York Stock Exchange is closed.

“Certified Public Accountant” shall mean a Person, who shall be Independent, appointed by the Board, actively engaged in the business of public accounting and duly certified as a certified public accountant under the laws of the State.

“Certified Resolution” or “Certified Resolution of the Issuer” shall mean a copy of one or more resolutions certified by the Secretary or an Assistant Secretary of the Issuer, under its seal, to have been duly adopted by the Board and to be in full force and effect as of the date of such certification.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Completion Date” shall have the meaning given to such term in Section 5.01 of this Master Indenture.

“Consultant” shall mean a Person, who shall be Independent, appointed by the Board, qualified to pass upon questions relating to municipal entities and having a favorable reputation for skill and experience in the financial affairs of municipal entities.

“Consultant’s Certificate” shall mean a certificate or a report prepared in accordance with then applicable professional standards duly executed by a Consultant.

“Consulting Engineer” shall mean the Independent engineer or engineering firm or corporation at the time employed by the Issuer under the provisions of Section 9.19 of this Master Indenture to perform and carry out duties imposed on the Consulting Engineer by this Master Indenture and any Supplemental Indentures. The Independent engineer or engineering firm or corporation at the time serving as the engineer to the Issuer may serve as Consulting Engineer under this Master Indenture and any Supplemental Indentures.

“Continuing Disclosure Agreement” shall mean a Continuing Disclosure Agreement, of the Issuer, and any other obligated party under the Rule, in connection with the issuance of one or more Series of Bonds hereunder, pursuant to the requirements of the Rule.

“Cost” or “Costs,” in connection with a Project or any portion thereof, shall mean all expenses which are properly chargeable thereto under Generally Accepted Accounting Principles or which are incidental to the planning, financing, acquisition, construction, reconstruction, equipping and installation thereof, including, without limiting the generality of the foregoing:

- (a) expenses of determining the feasibility or practicability of acquisition, construction, or reconstruction of a Project;
- (b) cost of surveys, estimates, plans, and specifications;
- (c) cost of improvements;
- (d) engineering, architectural, fiscal, legal, accounting and other professional and advisory expenses and charges;
- (e) cost of all labor, materials, machinery, and equipment (including, without limitation, (i) amounts payable to contractors, builders and materialmen and costs incident to the award of contracts and (ii) the cost of labor, facilities and services furnished by the Issuer and its employees, materials and supplies purchased by the Issuer and permits and licenses obtained by the Issuer);
- (f) cost of all lands, properties, rights, easements, and franchises acquired;
- (g) financing charges;
- (h) creation of initial reserve and debt service funds;
- (i) working capital;
- (j) interest charges incurred or estimated to be incurred on money borrowed prior to and during construction and acquisition and for such reasonable period of time after completion of construction or acquisition as the Board may determine and as approved by Bond Counsel;
- (k) the cost of issuance of Bonds, including, without limitation, advertisements and printing;
- (l) the cost of any election held pursuant to the Act and all other expenses of issuance of bonds;
- (m) the discount, if any, on the sale or exchange of Bonds;
- (n) amounts required to repay temporary or bond anticipation loans made to finance any costs permitted under the Act;

4

which the entity providing such facility agrees to provide funds to make payment of the principal of and interest on the Bonds. Notwithstanding anything to the contrary contained in this Master Indenture, the Bonds may be issued without a Credit Facility; the decision to provide a Credit Facility in respect of any Bonds shall be within the absolute discretion of the Board.

“Credit Facility Agreement” shall mean any agreement pursuant to which a Credit Facility Issuer issues a Credit Facility.

“Credit Facility Issuer” shall mean the issuer or guarantor of any Credit Facility.

“Debt Service Fund” shall mean the Fund so designated which is established pursuant to Section 6.04 hereof.

“Debt Service Requirements,” with reference to a specified period, shall mean:

- (a) interest payable on the Bonds during such period, subject to reduction for amounts held as capitalized interest in the Funds and Accounts established under this Master Indenture and any Supplemental Indentures; and
- (b) amounts required to be paid into any mandatory sinking fund account with respect to the Bonds during such period; and
- (c) amounts required to pay the principal of the Bonds maturing during such period and not to be redeemed prior to or at maturity through any sinking fund account.

For any Bonds that bear interest at a variable rate, the interest payable for a specified period shall be determined as if such Bonds bear interest at the maximum rate provided for in the applicable Supplemental Indenture and if no maximum rate is provided for in the Supplemental Indenture, the maximum rate shall be 10.00% per annum.

“Debt Service Reserve Fund” shall mean the Fund so designated which is established pursuant to Section 6.05 hereof.

“Debt Service Reserve Insurance Policy” shall mean the insurance policy, surety bond or other evidence of insurance, if any, deposited to the credit of the Debt Service Reserve Fund or any Account or subaccount therein in lieu of or in partial substitution for cash or securities on deposit therein, which policy, bond or the evidence of insurance constitutes an unconditional senior obligation of the issuer thereof. The issuer thereof shall be a municipal bond insurer whose obligations ranking *pari passu* with its obligations under such policy, bond or other evidence of insurance are rated at the time of deposit of such policy, bond or other evidence of insurance to the credit of the Debt Service Reserve Fund or any Account or subaccount therein in one of the three (3) highest rating categories of either Moody’s or S&P, unless otherwise approved by the Credit Facility Issuer, if any, who has issued a Credit Facility with respect to the Bonds.

“Debt Service Reserve Letter of Credit” shall mean the irrevocable, transferable letter or line of credit, if any, deposited for the credit of the Debt Service Reserve Fund or any Account or subaccount therein in lieu of or in partial substitution for cash or securities on deposit therein,

6

- (o) costs of prior improvements performed by the Issuer in anticipation of the Project;
- (p) costs incurred to enforce remedies against contractors, subcontractors, any provider of labor, material, services, or any other Person, for a default or breach under the corresponding contract, or in connection with any other dispute;
- (q) premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;
- (r) payments, contributions, dedications, and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any District purpose;
- (s) administrative expenses;
- (t) taxes, assessments and similar governmental charges during construction or reconstruction of the Project;
- (u) expenses of Project management and supervision;
- (v) costs of effecting compliance with any and all governmental permits relating to the Project;
- (w) such other expenses as may be necessary or incidental to the acquisition, construction, or reconstruction of the Project or to the financing thereof; and
- (x) any other “cost” or expense as provided by the Act.

In connection with the refunding or redeeming of any Bonds, “Cost” includes, without limiting the generality of the foregoing, the items listed in (d), (k), (l) and (m) above, and other expenses related to the redemption of the Bonds to be redeemed and the Redemption Price of such Bonds (and the accrued interest payable on redemption to the extent not otherwise provided for). Whenever Costs are required to be itemized, such itemization shall, to the extent practicable, correspond with the items listed above. Whenever Costs are to be paid hereunder, such payment may be made by way of reimbursement to the Issuer or any other Person who has paid the same in addition to direct payment of Costs.

“Counsel” shall mean an attorney-at-law or law firm (who may be counsel for the Issuer) not unsatisfactory to the Trustee.

“County” shall mean Manatee County, Florida.

“Credit Facility” shall mean any credit enhancement mechanism such as an irrevocable letter of credit, a surety bond, a policy of municipal bond insurance, a corporate or other guaranty, a purchase agreement, a credit agreement or deficiency agreement or other similar facility applicable to the Bonds, as established pursuant to a Supplemental Indenture, pursuant to

5

which letter or line of credit constitutes an unconditional senior obligation of the issuer thereof. The issuer of such letter or line of credit shall be a banking association, bank or trust company or branch thereof whose senior debt obligations ranking *pari passu* with its obligations under such letter or line of credit are rated at the time of deposit of the letter or line of credit to the credit of the Debt Service Reserve Fund or any Account or subaccount therein in one of the two highest rating categories of both Moody’s and S&P, unless otherwise approved by the Credit Facility Issuer, if any, who has issued a Credit Facility with respect to the Bonds.

“Debt Service Reserve Requirement” shall mean, for each Series of Bonds, unless a different requirement (which requirement may be \$0) shall be specified in a Supplemental Indenture, an amount equal to the lesser of (i) the maximum annual Debt Service Requirements for the Outstanding Bonds of such Series, (ii) 125% of the average annual Debt Service Requirements for the Outstanding Bonds of such Series, and (iii) 10% of the original proceeds (within the meaning of the Code) of the Bonds of such Series.

“Defeasance Securities” shall mean, to the extent permitted by law, (a) cash or (b) non-callable Government Obligations.

“District Lands” or “District” shall mean the premises governed by the Issuer.

“District Manager” shall mean the then District Manager or acting District Manager of the Issuer.

“Event of Default” shall mean any of the events described in Section 10.02 hereof.

“Fiscal Year” shall mean the period of twelve (12) months beginning October of each calendar year and ending on September 30 of the following calendar year, and also shall mean the period from actual execution hereof to and including the next succeeding September 30; or such other consecutive twelve-month period as may hereafter be established pursuant to a Certified Resolution as the fiscal year of the Issuer for budgeting and accounting purposes as authorized by law.

“Fitch” shall mean Fitch Ratings, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer and acceptable to the Trustee.

“Fund” shall mean any fund established pursuant to this Master Indenture.

“Generally Accepted Accounting Principles” shall mean those accounting principles applicable in the preparation of financial statements of municipalities.

“Government Obligations” shall mean direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

7

"Indenture" shall mean, with respect to any Series of Bonds, this Master Indenture as supplemented by the Supplemental Indenture pursuant to which such Series of Bonds is issued.

"Independent" shall mean a Person who is not a member of the Issuer's Board, an officer or employee of the Issuer or any developer, or which is not a partnership, corporation or association having a partner, director, officer, member or substantial stockholder who is a member of the Issuer's Board, or an officer or employee of the Issuer; provided, however, that the fact that such Person is retained regularly by or regularly transacts business with the Issuer or any developer shall not make such Person an employee within the meaning of this definition.

"Interest Account" shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 6.04 hereof.

"Interest Payment Date" shall mean, unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, each May 1 and November 1 commencing on the date specified in the Certified Resolution of the Issuer or in the Supplemental Indenture pursuant to which a Series of Bonds is issued.

"Interest Period" shall mean the period from and including any Interest Payment Date to and excluding the next succeeding Interest Payment Date; provided, however, that upon final payment of any Bond at maturity or upon redemption or mandatory purchase, the Interest Period shall extend to, but not include, the date of such final payment.

"Investment Securities" shall mean and include any of the following securities:

(i) Government Obligations;

(ii) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies or such other government-sponsored agencies which may presently exist or be hereafter created; provided that, such bonds, debentures, notes or other evidences of indebtedness are fully guaranteed as to both principal and interest by the Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Farmers Home Administration; Student Loan Marketing Association; Federal Home Loan Mortgage Corporation and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by both Moody's and S&P at the time of purchase;

(iii) Both (A) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category for such funds by Moody's and S&P, and (B) shares of money market mutual funds that invest only in the obligations described in (i) and (ii) above;

(iv) Money market deposit accounts, time deposits, and certificates of deposits issued by commercial banks, savings and loan associations or

8

and that if such Bonds are being purchased, there shall be a firm commitment for the purchase and sale thereof; and

(c) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Article II hereof.

In determining whether the Holders of a requisite aggregate principal amount of Bonds Outstanding of a Series have concurred in any request, demand, authorization, direction, notice, consent or waiver under the provisions of the Indenture, Bonds of such Series which are known by the Trustee to be held by or on behalf of the Issuer shall be disregarded for the purpose of any such determination, unless all of the Bonds of such Series are held by or on behalf of the Issuer; provided, however, this provision does not affect the right of the Trustee to deal in Bonds as set forth in Section 11.09 hereof.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Paying Agent" shall mean initially, U.S. Bank National Association and thereafter any successor thereto appointed in accordance with Section 11.20 of this Master Indenture.

"Person" shall mean any individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization, governmental body, political subdivision, municipality, municipal authority or any other group or organization of individuals.

"Pledged Revenues" shall mean, unless otherwise provided by Supplemental Indenture with respect to a Series of Bonds, with respect to each Series of Bonds Outstanding, (a) all revenues received by the Issuer from Special Assessments levied and collected on all or a portion of the District Lands, with respect to the Project or portion thereof financed by such Series of Bonds, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Special Assessments or from the issuance and sale of tax certificates with respect to such Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture allocated to such Series of Bonds; provided, however, that Pledged Revenues shall not include any moneys transferred to the Rebate Fund, or investment earnings thereon.

"Prepayment" shall mean the payment by any owner of Property of the amount of Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date.

"Project" shall mean with respect to any Series of Bonds, the design, acquisition, construction equipping and/or improvement of certain public infrastructure and public facilities; and related incidental costs, all as more specifically described in the Supplemental Indenture relating to such Series of Bonds; provided that the Project shall specially benefit all of the District Lands on which Special Assessments to secure such Series of Bonds have been levied.

"Property Appraiser" shall mean the property appraiser of the County.

"Property Appraiser and Tax Collector Agreement" shall mean the Property Appraiser and Tax Collector Agreement described in Section 9.04 hereof.

10

mutual savings banks whose short-term obligations are rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody's and S & P; and

(v) Commercial paper (having maturities of not more than 270 days) rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody's and S & P;

Under all circumstances, the Trustee shall be entitled to conclusively rely that any investment directed in writing by the Issuer is permitted under the Indenture and is a legal investment for funds of the Issuer.

"Issuer" shall mean the Parrish Plantation Community Development District.

"Major Non-Recurring Expense" shall mean the cost of major replacement or reconstruction of the Project, or any part thereof, the cost of major repairs, renewals or replacements, the provision of a reserve for the payment of insurance premiums not due on an annual or more frequent basis, and the cost of studies, surveys, estimates and investigations in connection with any of the foregoing.

"Majority Owners" shall mean the Beneficial Owners of more than fifty percent (50%) of the aggregate principal amount of the applicable Series of Bonds then Outstanding.

"Master Indenture" shall mean, this Master Trust Indenture dated as of February 1, 2021 by and between the Issuer and the Trustee, as amended and or supplemented in accordance with the provisions of Article XIII hereof.

"Moody's" shall mean Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer and acceptable to the Trustee.

"Officers' Certificate" or "Officer's Certificate" shall mean a certificate, duly executed by a Responsible Officer and delivered to the Trustee.

"Outstanding," in connection with a Series of Bonds, shall mean, as of the time in question, all Bonds of such Series authenticated and delivered under the Indenture, except:

(a) all Bonds theretofore cancelled or required to be cancelled under Section 2.07 hereof;

(b) Bonds for the payment, redemption or purchase of which moneys and/or Defeasance Securities, the principal of and interest on which, when due, will provide sufficient moneys to fully pay such Bonds in accordance with Article XIV hereof, shall have been or shall concurrently be deposited with the Trustee; provided that, if such Bonds are being redeemed, the required notice of redemption shall have been given or provision shall have been made therefor,

9

"Rebate Fund" shall mean the Fund so designated, which is established pursuant to Section 6.11 of this Master Indenture.

"Record Date" shall mean, as the case may be, the applicable Regular or Special Record Date.

"Redemption Price" shall mean the principal amount of any Bond of a Series plus the applicable premium, if any, payable upon redemption thereof pursuant to the Indenture.

"Registrar" shall mean initially U.S. Bank National Association, which entity shall have the responsibilities set forth in Section 2.04 of this Master Indenture, and thereafter any successor thereto appointed in accordance with Section 11.20 of this Master Indenture.

"Regular Record Date" shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

"Regulatory Body" shall mean and include (a) the United States of America and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the United States of America, (b) the State, any political subdivision thereof and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the State, (c) the County and any department, agency or instrumentality heretofore or hereafter created, designated or established by the County, and (d) any other public body, whether federal, state or local or otherwise having regulatory jurisdiction and authority over the Issuer.

"Responsible Officer" shall mean any member of the Board or any other officer of the Issuer, including the Secretary, the District Manager or other person designated by Certified Resolution of the Issuer, a copy of which shall be on file with the Trustee, to act for any of the foregoing, either generally or with respect to the execution of any particular document or other specific matter, and when used with respect to the Trustee, any vice president, assistant vice president, senior associate or other officer of the Trustee within the corporate trust office specified in Section 15.06 (or any successor corporate trust office) having direct responsibility for the administration of this Indenture.

"Revenue Fund" shall mean the Fund so designated which is established pursuant to Section 6.03 hereof.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"S&P" shall mean S & P Global Ratings, a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer and acceptable to the Trustee.

11

"Series" shall mean all of the Bonds authenticated and delivered at one time on original issuance and pursuant to any Certified Resolution of the Issuer authorizing such Bonds as a separate Series of Bonds, or any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article II hereof and the applicable Supplemental Indenture, regardless of variations in maturity, interest rate or other provisions; provided, however, two or more Series of Bonds may be issued simultaneously under the same Supplemental Indenture if designated as separate Series of Bonds by the Issuer upon original issuance. Two or more Series or sub-Series of Bonds may be issued simultaneously under separate Supplemental Indentures, but under this Master Indenture. As may be provided by subsequent proceedings of the Issuer, one or more Series of Bonds or sub-Series of Bonds, whether issued at the same time or not, may be separately secured by Special Assessments imposed pursuant to separate assessment proceedings. Such Bonds or sub-Series of Bonds which are secured by separate Special Assessments will not be issued as parity bonds even if issued at the same time.

"Series Account" shall mean any Account established as to a particular Series of Bonds.

"Sinking Fund Account" shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 6.04 hereof.

"Special Assessments" shall mean (a) the net proceeds derived from the levy and collection of "special assessments," as provided for in Sections 190.011(14) and 190.022 of the Act against District Lands that are subject to assessment as a result of a particular Project or any portion thereof, and (b) the net proceeds derived from the levy and collection of "benefit special assessments," as provided for in Section 190.021(2) of the Act, against the lands within the District that are subject to assessment as a result of a particular Project or any portion thereof, and in the case of both "special assessments" and "benefit special assessments," including the interest and penalties on such assessments, pursuant to all applicable provisions of the Act and Chapter 170, Florida Statutes, and Chapter 197, Florida Statutes (and any successor statutes thereto), including, without limitation, any amount received from any foreclosure proceeding for the enforcement of collection of such assessments or from the issuance and sale of tax certificates with respect to such assessments, less (to the extent applicable) the fees and costs of collection thereof payable to the Tax Collector and less certain administrative costs payable to the Property Appraiser pursuant to the Property Appraiser and Tax Collector Agreement. "Special Assessments" shall not include "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the Issuer under Section 190.021(3) of the Act.

"Special Record Date" shall mean such date as shall be fixed for the payment of defaulted interest on the Bonds in accordance with Section 2.01 hereof.

"State" shall mean the State of Florida.

"Supplemental Indenture" and "indenture supplemental hereto" shall mean any indenture amending or supplementing this Master Indenture which may be entered into in accordance with the provisions of this Master Indenture.

12

## ARTICLE II THE BONDS

Section 2.01 Amounts and Terms of Bonds; Details of Bonds. The Issuer is hereby authorized to issue in one or more Series pursuant to the terms and conditions of this Master Indenture, its obligations to be known as "Parrish Plantation Community Development District Special Assessment Revenue Bonds, Series [to be designated]" (the "Bonds"). The Bonds shall be issued in Authorized Denominations unless otherwise provided in a Supplemental Indenture and within each Series shall be numbered consecutively from R-1 and upwards. All Bonds shall be issued only upon satisfaction of the conditions set forth in Article III hereof; and the Trustee shall, at the Issuer's request, authenticate such Bonds and deliver them as specified in such request.

Each Bond shall be dated, shall have such Interest Payment Dates, shall bear interest from such date or dates and at such rate or rates until the maturity thereof, payable on such Interest Payment Dates, and shall be stated to mature (subject to the right of prior redemption), all as provided in, or pursuant to, a Supplemental Indenture.

Both the principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of America which is legal tender on the respective dates of payment thereof for the payment of public and private debts. Unless otherwise provided in Section 2.11 hereof or in a Supplemental Indenture, the principal of all Bonds shall be payable at the designated corporate trust office of the Paying Agent upon the presentation and surrender of such Bonds as the same shall become due and payable.

Except to the extent otherwise provided in Section 2.11 hereof or in a Supplemental Indenture, interest on any Bond is payable on any Interest Payment Date by check or draft mailed on the Interest Payment Date to the person in whose name that Bond is registered at the close of business on the Regular Record Date for such Interest Payment Date, at his address as it appears on the Bond Register. The Bonds shall bear interest from the Interest Payment Date next preceding the date on which they are authenticated unless authenticated on an Interest Payment Date in which event they shall bear interest from such Interest Payment Date, or unless authenticated before the first Interest Payment Date in which event they shall bear interest from their date; provided, however, that if a Bond is authenticated between a Record Date and the next succeeding Interest Payment Date, such Bond shall bear interest from such succeeding Interest Payment Date; provided further, however, that if at the time of authentication of any Bond interest thereon is in default, such Bond shall bear interest from the date to which interest has been paid or if interest has not been paid then from the Dated Date of the Bonds. Any interest on any Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register on the date of such mailings. The foregoing notwithstanding, but subject to the procedures set forth in Section 2.11 hereof, any Owner of Bonds of a Series in an aggregate

14

"Tax Collector" shall mean the tax collector of the County.

The words "hereof," "herein," "hereto," "hereby," and "hereunder" (except in the form of Bond), refer to the entire Master Indenture.

Every "request," "requisition," "order," "demand," "application," "notice," "statement," "certificate," "consent," or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

[END OF ARTICLE I]

13

principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Trustee and Paying Agent, upon requesting the same in a writing received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Trustee and Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Record Date. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, interest on the Bonds will be computed on the basis of a 360-day year of twelve 30-day months. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by such Bonds on the day before the default occurred.

The Trustee is hereby constituted and appointed as Paying Agent for the Bonds.

Section 2.02 Execution. The Bonds shall be executed by the manual or facsimile signature of the Chairperson or Vice Chairperson of the Issuer, and the corporate seal of the Issuer shall appear thereon (which may be in facsimile) and shall be attested by the manual or facsimile signature of its Secretary or Assistant Secretary. Bonds executed as above provided may be issued and shall, upon request of the Issuer, be authenticated by the Trustee, notwithstanding that one or both of the officers of the Issuer whose signatures appear on such Bonds shall have ceased to hold office at the time of issuance or authentication or shall not have held office at the date of the Bonds.

Section 2.03 Authentication. No Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, and such authentication shall be proof that the Bondholder is entitled to the benefit of the trust hereby created.

Section 2.04 Registration and Registrar. The Trustee is hereby constituted and appointed as the Registrar for the Bonds. The Registrar shall act as registrar and transfer agent for the Bonds. The Issuer shall cause to be kept at an office of the Registrar a register (herein sometimes referred to as the "Bond Register" or "Register") in which, subject to the provisions set forth in Section 2.08 below and such other regulations as the Issuer and Registrar may prescribe, the Issuer shall provide for the registration of the Bonds and for the registration of transfers and exchanges of such Bonds. The Trustee shall notify the Issuer in writing of the specific office location (which may be changed from time to time, upon similar notification) at which the Bond Register is kept.

Section 2.05 Mutilated, Destroyed, Lost or Stolen Bonds. If any Bond shall become mutilated, the Issuer shall execute and the Trustee shall thereupon authenticate and deliver a new Bond of like Series, tenor and denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of such mutilated Bond for cancellation, and the Issuer and the Trustee may require reasonable indemnity therefor. If any Bond shall be reported lost, stolen or destroyed, evidence as to the ownership and the loss, theft or destruction thereof shall be submitted to the Issuer and the Trustee; and if such evidence shall be satisfactory

15

to both and indemnity satisfactory to both shall be given, the Issuer shall execute, and thereupon the Trustee shall authenticate and deliver a new Bond of like Series, tenor and denomination. The cost of providing any substitute Bond under the provisions of this Section shall be borne by the Bondholder for whose benefit such substitute Bond is provided. If any such mutilated, lost, stolen or destroyed Bond shall have matured or be about to mature, the Issuer may, with the consent of the Trustee, pay to the Owner the principal amount of and accrued interest on such Bond upon the maturity thereof and compliance with the aforesaid conditions by such Owner, without the issuance of a substitute Bond therefor.

Every substituted Bond issued pursuant to this Section 2.05 shall constitute an additional contractual obligation of the Issuer, whether or not the Bond alleged to have been destroyed, lost or stolen shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Master Indenture and applicable Supplemental Indenture equally and proportionately with any and all other Bonds of such same Series duly issued hereunder and under such Supplemental Indenture.

All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies with respect to the replacement or payment of negotiable instruments, investments or other securities without their surrender.

Section 2.06 Temporary Bonds. Pending preparation of definitive Bonds, or by agreement with the original purchasers of all Bonds, the Issuer may issue and, upon its request, the Trustee shall authenticate in lieu of definitive Bonds one or more temporary printed or typewritten Bonds of substantially the tenor recited above. Upon request of the Issuer, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of an equal principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds. So long as Cede & Co., or any other nominee of DTC is the registered Owner of the Bonds, the definitive Bonds shall be in typewritten form.

Section 2.07 Cancellation and Destruction of Surrendered Bonds. All Bonds surrendered for payment or redemption and all Bonds surrendered for exchange shall, at the time of such payment, redemption or exchange, be promptly transferred by the Registrar or the Paying Agent to, and cancelled and destroyed by, the Trustee in accordance with its retention policy then in effect.

Section 2.08 Registration, Transfer and Exchange. As provided in Section 2.04 hereof, the Issuer shall cause a Bond Register in respect of the Bonds to be kept at the designated office of the Registrar.

Upon surrender for registration of transfer of any Bond at the designated office of the Registrar, and upon compliance with the conditions for the transfer of Bonds set forth in this Section 2.08, the Issuer shall execute and the Trustee (or Registrar as described in Section 2.03 and Section 2.04 hereof) shall authenticate and deliver, in the name of the designated transferees,

16

Section 2.11 Qualification for The Depository Trust Company. To the extent provided in a Supplemental Indenture or authorized and directed by a Resolution of the Issuer authorizing the issuance of a Series of Bonds, the Trustee shall be authorized to enter into agreements with The Depository Trust Company, New York, New York ("DTC") and other depository trust companies, including, but not limited to, agreements necessary for wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC, and other depository trust companies in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC and other depository trust companies (or any of their designees identified to the Trustee) by overnight delivery, courier service, telegram, teletype or other similar means of communication.

As long as the Bonds are held in book-entry only form, CEDE & Co., shall be considered the registered owner for all purposes hereof and the Bonds shall not be required to be presented for payment.

So long as there shall be maintained a book-entry-only system with respect to a Series of Bonds, the following provisions shall apply:

Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, each Series of Bonds shall initially be registered in the name of Cede & Co. as nominee for DTC, which will act initially as securities depository for the Bonds and so long as the Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof. On original issue, such Bonds shall be deposited with DTC, which shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("DTC Participants") and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly ("Indirect Participants"). The DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Bonds ("Beneficial Owners").

Principal and interest on the Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

The Bonds registered in the name of Cede & Co. shall initially be issued in the form of one fully registered Bond for each maturity of each Series registered in the name of Cede & Co. and shall be held in such form until maturity. Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Bonds, through DTC Participants and Indirect Participants.

DURING THE PERIOD FOR WHICH CEDE & CO. IS REGISTERED OWNER OF THE BONDS, ANY NOTICES TO BE PROVIDED TO ANY REGISTERED OWNER WILL BE PROVIDED TO CEDE & CO. DTC SHALL BE RESPONSIBLE FOR NOTICES TO DTC PARTICIPANTS AND DTC PARTICIPANTS SHALL BE RESPONSIBLE FOR NOTICES

18

A-6

one or more new Bonds of a like aggregate principal amount and of the same Series and maturity.

At the option of the Bondholder, Bonds may be exchanged for other Bonds of a like aggregate principal amount and of the same Series and maturity, upon surrender of the Bonds to be exchanged at any such office of the Registrar. Whenever any Bonds are so surrendered for exchange, the Issuer shall execute and the Trustee (or Registrar as described in Section 2.03 and Section 2.04 hereof) shall authenticate and deliver the Bonds which the Bondholder making the exchange is entitled to receive.

All Bonds issued upon any transfer or exchange of Bonds shall be valid obligations of the Issuer, evidencing the same debt and entitled to the same benefits under this Master Indenture and applicable Supplemental Indenture as the Bonds of such Series surrendered upon such transfer or exchange.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing.

Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Neither the Issuer nor the Registrar on behalf of the Issuer shall be required (i) to issue, transfer or exchange any Bond during a period beginning at the opening of business fifteen (15) days before the day of mailing of a notice of redemption of Bonds selected for redemption and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Bond so selected for redemption in whole or in part.

Section 2.09 Persons Deemed Owners. The Issuer, the Trustee, any Paying Agent, or the Registrar shall deem and treat the person in whose name any Bond is registered as the absolute Owner thereof (whether or not such Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuer, the Trustee, any Paying Agent or the Registrar) for the purpose of receiving payment of or on account of the principal or Redemption Price of and interest on such Bond, and for all other purposes, and the Issuer, the Trustee, any Paying Agent, and the Registrar shall not be affected by any notice to the contrary. All such payments so made to any such Owner, or upon his order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable upon any such Bond.

Section 2.10 Limitation on Incurrence of Certain Indebtedness. The Issuer will not, unless permitted by the applicable Supplemental Indenture, issue Bonds of any Series secured by a parity lien on the same Pledged Revenues pledged to any Series of Outstanding Bonds, provided that the Issuer may enter into agreements with issuers of Credit Facilities which involve liens on Pledged Revenues on a parity with that of the Bonds or portion thereof which is supported by such Credit Facilities.

17

TO INDIRECT PARTICIPANTS, AND DTC PARTICIPANTS AND INDIRECT PARTICIPANTS SHALL BE RESPONSIBLE FOR NOTICES TO BENEFICIAL OWNERS.

The Issuer and the Trustee, if appropriate, shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer. In the event of such termination, the Issuer shall select another securities depository. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Bonds in the form of fully registered Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer elects to discontinue the book-entry only system in conformity with the requirements of DTC, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Bonds may be exchanged for an equal aggregate principal amount of Bonds in other Authorized Denominations and of the same maturity and Series upon surrender thereof at the designated corporate trust office of the Trustee.

[END OF ARTICLE II]

19



**ARTICLE III  
ISSUE OF BONDS**

Section 3.01 Issue of Bonds. Subject to the provisions of Section 2.01 hereof, the Issuer may issue one or more Series of Bonds hereunder and under Supplemental Indentures from time to time for the purpose of financing the Cost of acquisition or construction of a Project or to refund all or a portion of a Series of Bonds (and to pay the costs of the issuance of such Bonds and to pay the amounts required to be deposited with respect to such Bonds in the Funds and Accounts established under the Indenture). In connection with the issuance of a Series of Bonds the Trustee shall, at the request of the Issuer, authenticate the Bonds and deliver or cause them to be authenticated and delivered, as specified in the request, but only upon receipt of:

1) a Certified Resolution of the Issuer (a) approving a Supplemental Indenture under which the Series of Bonds are to be issued; (b) providing the terms of the Bonds and directing the payments to be made into the Funds and Accounts in respect thereof as provided in Article VI hereof; (c) authorizing the execution and delivery of the Series of Bonds to be issued; and (d) if the purpose is to effectuate a refunding, authorizing the redemption, if any, of the Bonds to be refunded and the defeasance thereof, and the execution and delivery of an escrow agreement, if applicable, and other matters contained in Section XIV hereof;

2) a written opinion or opinions of Counsel to the Issuer, addressed to Trustee substantially to the effect that (a) based on certificate of Issuer Engineer, the Issuer has good right and lawful authority under the Act to undertake any Project, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body; (b) that the Special Assessment proceedings have been taken in accordance with Florida law and that the Issuer has taken all action necessary to levy and impose the Special Assessments; and (c) that the Special Assessments are legal, valid, and binding liens upon the property against which the Special Assessments are made, coequal with the lien of all state, county, Issuer and municipal ad valorem taxes and superior in priority to all other liens, titles and claims against said property then existing or thereafter created, until paid;

3) for any Series of Bonds issued to finance the Cost of acquisition or construction of a Project, a Consulting Engineer's certificate addressed to the Issuer and the Trustee in connection with the issuance of Bonds any proceeds of which will be used to finance Costs of a Project setting forth the estimated cost of the Project, and in the case of an acquisition by the Issuer of all or a portion of the Project that has been completed, stating, substantially to the effect that in the signer's opinion, (a) that the portion of the Project improvements to be acquired from the proceeds of such Bonds have been completed in accordance with the plans and specifications therefor; (b) the Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the Issuer for the

20

12) in the case of the issuance of a refunding Series of Bonds, a written opinion of Bond Counsel to the effect that the issuance of such Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any Bonds issued pursuant to the Indenture (to the extent that upon original issuance thereof such Bonds were issued as Bonds the interest on which is excludable from gross income for federal income tax purposes); and

13) such other documents, certifications and opinions as shall be required by the Supplemental Indenture, by the Participating Underwriter or the initial purchaser of a Series of Bonds or by the Issuer or the Trustee upon advice of counsel.

At the option of the Issuer, any or all of the matters required to be stated in the Certified Resolution described in (1) above may instead be stated in a Supplemental Indenture, duly approved by a Certified Resolution of the Issuer. Execution of a Series of the Bonds by the Issuer and payment of the net purchase price of a Series of Bonds upon their issuance shall be conclusive evidence of satisfaction of conditions precedent, set forth in this Article, as to the Issuer, the Participating Underwriter and/or the initial purchaser of such Series of Bonds.

[END OF ARTICLE III]

Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual Cost of construction of such improvements; and (d) the plans and specifications for the Project improvements have been approved by all Regulatory Bodies required to approve them or such approval can reasonably be expected to be obtained;

4) a copy of the Supplemental Indenture for such Bonds, certified by the Secretary or Assistant Secretary of the Issuer as being a true and correct copy thereof;

5) the proceeds of the sale of such Bonds together with any required equity deposit by any developer entity or any other legally available moneys;

6) any Credit Facility authorized by the Issuer in respect to such Bonds;

7) one or more Certified Resolutions of the Issuer relating to the levy of Special Assessments in respect of the Project, and evidencing that the Issuer has undertaken and, to the extent then required under applicable law, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings, the adoption of resolutions and the establishment of all necessary collection procedures, in order to levy and collect Special Assessments upon the District Lands in an amount sufficient to pay the Debt Service Requirement on the Bonds to be issued;

8) an executed opinion of Bond Counsel;

9) a written direction of the Issuer to the Trustee to authenticate and deliver such Bonds;

10) a copy of a final judgment of validation and a Certificate of No Appeal with respect to the Bonds that are subject to validation or an opinion of Counsel that the Bonds are not subject to validation;

11) in the case of the issuance of a refunding Series of Bonds, an Officer's Certificate of the Issuer or a report of an accounting or similar firm stating (a) the Bonds to be refunded; (b) any other amounts available for such purpose; (c) that the proceeds of the issue plus the other amounts, if any, stated to be available for the purpose will be sufficient to refund the Bonds to be refunded in accordance with the refunding plan and in compliance with Article XIV of this Master Indenture, including, without limitation, to pay the Costs of issuance of such Bonds, and (d) that notice of redemption, if applicable, of the Bonds to be refunded has been duly given or that provision has been made therefor, as applicable;

21

**ARTICLE IV  
CONSTRUCTION OR ACQUISITION OF PROJECT**

Section 4.01 Project to Conform to Plans and Specifications; Changes. The Issuer will proceed to complete any Project or portion thereof for which any Series of Bonds is being issued in accordance with the plans and specifications therefor, as such plans and specifications may be amended from time to time, and subject to the specific requirements of the Supplemental Indenture for such Series of Bonds.

Section 4.02 Compliance Requirements. The Issuer will comply with all present and future laws, acts, rules, regulations, orders and requirements lawfully made and applicable in fact to any acquisition or construction hereby undertaken and shall obtain all necessary approvals under federal, state and local laws, acts, rules and regulations necessary for the construction or acquisition, completion and operation of any Project or portion thereof for which any Series of Bonds is being issued and shall complete any Project or portion thereof in conformity with such approvals, laws, rules and regulations.

[END OF ARTICLE IV]

**ARTICLE V  
ACQUISITION AND CONSTRUCTION FUND**

Section 5.01 Acquisition and Construction Fund. The Trustee shall establish an Acquisition and Construction Fund into which shall be deposited the proceeds from each Series of Bonds issued under the Indenture (unless otherwise specified herein or in the applicable Supplemental Indenture for a Series of Bonds) and from which Costs may be paid as set forth herein and in the applicable Supplemental Indenture. Unless otherwise specified in the applicable Supplemental Indenture, a separate Series Account shall be established in the Acquisition and Construction Fund with respect to each Series of Bonds issued hereunder and the proceeds of each Series of Bonds (other than Bonds issued to refund all or a portion of the Bonds) shall be deposited into the corresponding Series Account in the Acquisition and Construction Fund. The amounts in any Series Account of the Acquisition and Construction Fund, until applied as hereinafter provided, shall be held for the security of the Series of Bonds hereunder in respect of which such Series Account was established. Separate subaccounts within any Series Account of the Acquisition and Construction Fund shall be maintained by the Trustee in respect of each Series of Bonds upon request of the Issuer whenever, in the opinion of the Issuer, it is appropriate to have a separate accounting in respect of the Costs of any designated portion of the Project including, but not limited to, a costs of issuance subaccount. Payments shall be made from the appropriate Series Account of the Acquisition and Construction Fund to pay any unpaid Costs of Issuance of the Series of Bonds in question, including without limitation, legal, engineering, and consultants' fees and to pay amounts to be reimbursed to the Issuer for Costs advanced, and thereafter to pay Costs of planning, financing, acquisition, construction, reconstruction, equipping and installation of the Project or portion thereof.

(a) Deposits. In addition to the deposit of amounts received by the Trustee on the date of issuance of each Series of Bonds, the Issuer shall pay or cause to be paid to the Trustee, for deposit into the Series Account of the Acquisition and Construction Fund, as promptly as practicable, the following amounts:

- (i) Subject to the provisions of Section 9.22 hereof, payments made to the Issuer from the sale, lease or other disposition of the Project or any portion thereof; and
- (ii) Subject to the provisions of Section 9.12 hereof, the balance of insurance proceeds with respect to the loss or destruction of the Project or any portion thereof; and
- (iii) amounts received from a governmental entity pursuant to an interlocal agreement or other similar agreement between the District and such governmental entity providing for the payment by such governmental entity of a portion of the Costs of a Series Project.

Amounts in the applicable Series Account of the Acquisition and Construction Fund shall be applied to pay the Cost of the Project or a portion thereof, as applicable, pertaining to the Series of Bonds in question; provided, however, that if any amounts remain in the Series Account of the Acquisition and Construction Fund after the Completion Date (as defined in paragraph

24

**ARTICLE VI  
SPECIAL ASSESSMENTS;  
APPLICATION THEREOF TO FUNDS AND ACCOUNTS**

Section 6.01 Special Assessments; Lien of Indenture on Pledged Revenues. The Issuer hereby covenants that it shall levy Special Assessments, and, unless provided otherwise with respect to a Series of Bonds, evidence and certify the same to the Tax Collector or shall cause the Property Appraiser to certify the same on the tax roll to the Tax Collector for collection by the Tax Collector and enforcement by the Tax Collector or the Issuer, pursuant to the Act, Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes, as applicable, to the extent and in the amount necessary to pay the Debt Service Requirement on Bonds issued and Outstanding hereunder.

The Issuer shall within five (5) Business Days of the receipt thereof, pay to the Trustee for deposit in the Series Account of the Revenue Fund established under Section 6.03 hereof all Special Assessments received by the Issuer from the levy thereof on the District Lands subject to assessments for the payment of the related Series of Bonds; provided, however, that amounts received as prepayments of Special Assessments shall be deposited directly into the applicable Series Account within the Bond Redemption Fund established hereunder or in any account thereof established pursuant to the applicable Supplemental Indenture. The Issuer shall notify the Trustee at the time of deposit of any amounts received as prepayments of Special Assessments and shall identify the related Series of Bonds. If necessary, the Issuer shall direct the landowner making such prepayment to specify what Series of Bonds such prepayments relate.

There are hereby pledged for the payment of the principal or Redemption Price of and interest on all Bonds of each Series issued and Outstanding under the Indenture and all reimbursements due to any Credit Facility Issuer for any drawing with respect to such Series of Bonds on its Credit Facility, including, without limitation, interest thereon, as required under the terms of the applicable Credit Facility Agreement, the Pledged Revenues; provided, however, that unless otherwise specifically provided herein or in a Supplemental Indenture relating to a Series of Bonds with respect to the Pledged Revenues securing such Series of Bonds, the Pledged Revenues securing a Series of Bonds shall secure only such Series of Bonds and any Bonds issued on a parity therewith and shall not secure any other Bonds or Series of Bonds. The Pledged Revenues shall immediately be subject to the lien and pledge of the Indenture without any physical delivery hereof or further act; provided, however, that the lien and pledge of the Indenture shall not apply to any moneys transferred by the Trustee to the Rebate Fund. The foregoing notwithstanding, to the extent provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, such Series of Bonds may be made payable from and secured by less than all of the Pledged Revenues, and any one or more of the provisions of this Master Indenture may be made inapplicable to such Series of Bonds, all as more specifically provided in the corresponding Supplemental Indenture; provided, however, that any such provisions shall apply only to the particular Series of Bonds authorized by such Supplemental Indenture and shall not affect in any manner whatsoever any Outstanding Series of Bonds.

Section 6.02 Funds and Accounts Relating to the Bonds. The Funds and Accounts specified in this Article VI shall be established under this Master Indenture and each

26

(c) below) of the Project or portion thereof pertaining to the Series of Bonds in question, and if such amounts are not reserved for payment of any remaining part of the Cost of the Project, such amounts shall be transferred to the applicable Series Account of the Bond Redemption Fund for application to the redemption of Bonds of the Series to which such proceeds relate, as set forth in Section 6.06 hereof or as otherwise set forth in the applicable Supplemental Indenture.

(b) Disbursements. Unless provided otherwise in a Supplemental Indenture, all payments from the Acquisition and Construction Fund shall be paid in accordance with the provisions of this subsection. Moneys in the appropriate Series Account of the Acquisition and Construction Fund shall be disbursed by check, voucher, order, draft, certificate or warrant signed by any one or more officers or employees of the Trustee legally authorized to sign such items or by wire transfer to an account specified by the payee upon satisfaction of the conditions for disbursement set forth in this subsection (b). Before any such payment shall be made, the Issuer shall file with the Trustee a fully executed requisition, signed by a Responsible Officer and, except for payments of cost of issuance, a certificate of the Consulting Engineer signed by a Consulting Engineer in the form attached hereto as Exhibit A. Upon receipt of each such requisition and accompanying certificate, the Trustee shall promptly withdraw from the appropriate Series Account of the Acquisition and Construction Fund and pay to the person, firm or corporation named in such requisition the amount designated in such requisition. All requisitions and certificates received by the Trustee pursuant to this Section 5.01 shall be retained in the possession of the Trustee, subject at all reasonable times to the inspection of the Issuer, the Consulting Engineer, the Owner of any Bonds, and the agents and representatives thereof. The Trustee shall have no duty to verify that the disbursement of funds pursuant to a requisition is for a purpose for which payment may be made hereunder and the Trustee may conclusively rely that a properly signed requisition is, on its face, sufficient to disburse funds from the Acquisition and Construction Account.

(c) Completion of Project. On the date of completion of the Project or if sufficient moneys are retained in the appropriate Series Account of the Acquisition and Construction Fund, to complete the Cost of the Project, in either case, as evidenced by the delivery to the Trustee of a Certificate of the Consulting Engineer and adoption of a resolution by the Board accepting the Project as provided by Section 170.09, Florida Statutes, as amended (the "Completion Date"), the balance in the appropriate Series Account of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Project shall be transferred by the Trustee to, and deposited in, the applicable Series Account of the Bond Redemption Fund and applied as provided in Section 6.06 hereof and in the applicable Supplemental Indenture.

[END OF ARTICLE V]

25

Supplemental Indenture pursuant to which a Series of Bonds is issued, except as otherwise provided in a Supplemental Indenture, for the benefit of the specific Series of Bonds and any Series issued on a parity therewith and, unless expressly otherwise provided in said Supplemental Indenture, shall not apply to Bonds Outstanding hereunder issued under any other indenture supplemental hereto or if separately secured by separate Special Assessments. Unless provided otherwise by Supplemental Indenture, all moneys, including, without limitation, proceeds of a Series of Bonds, on deposit to the credit of the Funds and Accounts established hereunder and under a Supplemental Indenture (except for moneys transferred to the Rebate Fund) shall be pledged to the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series of Bonds issued hereunder and under such Supplemental Indenture, and any Series issued on a parity therewith.

Section 6.03 Revenue Fund. The Trustee is hereby authorized and directed to establish a Revenue Fund and pursuant to a Supplemental Indenture a Series Account for each Series of Bonds issued hereunder, into which the Trustee shall immediately deposit any and all Special Assessments received from the levy thereof on the District Lands or any portion thereof (other than Prepayments) and any amounts received as the result of any foreclosure, sale of tax certificates or other remedial action for nonpayment of Special Assessments for the payment of the related Series of Bonds and other payments required hereunder or under the applicable Supplemental Indenture (unless such Special Assessments and/or other payments are specifically designated by the Issuer pursuant to a Supplemental Indenture for deposit into the Rebate Fund or any other Fund or Account established hereunder or under a Supplemental Indenture) and each Series Account therein shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. The Trustee shall transfer from amounts on deposit in the Series Account in the Revenue Fund to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority unless other times and/or other priorities are established in a Supplemental Indenture with respect to a Series of Bonds:

FIRST, upon receipt but no later than the Business Day preceding the first May 1 for which there is an insufficient amount from Bond proceeds (or investment earnings thereon) on deposit in the applicable Series Interest Account of the Debt Service Fund to be applied to the payment of interest on the Bonds of a Series due on the next succeeding May 1, and no later than the Business Day next preceding each May 1 thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Interest Account of the Debt Service Fund, an amount equal to the interest on the related Series of Bonds becoming due on the next succeeding May 1, less any amount on deposit in such Series Interest Account not previously credited;

SECOND, upon receipt but no later than the Business Day preceding the first November 1 for which there remains an insufficient amount from Bond proceeds (or investment earnings thereon) on deposit in the applicable Series Interest Account to be applied to the payment of interest on the Bonds of a Series due on the next succeeding November 1, and no later than the Business Day next preceding each November 1 thereafter while Bonds of such Series issued under the Indenture remain Outstanding, to the applicable Series Interest Account of the Debt Service Fund, an amount equal to the interest on the Bonds of such Series becoming due on the next succeeding November 1,

less any amount on deposit in the applicable Series Interest Account not previously credited;

THIRD, beginning on the date set forth in the related Supplemental Indenture, and no later than the Business Day next preceding each May 1 or November 1, as designated in the applicable Supplemental Indenture thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Principal Account of the Debt Service Fund, an amount equal to the principal amount of Bonds of such Series maturing on the next succeeding principal payment date, less any amount on deposit in the applicable Series Principal Account not previously credited;

FOURTH, on parity with the payments provided in THIRD above, beginning on the date set forth in the related Supplemental Indenture, and no later than the Business Day next preceding each May 1 or November 1, as so designated in the applicable Supplemental Indenture thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Bonds of such Series subject to mandatory sinking fund redemption on the next succeeding mandatory sinking fund redemption date, less any amount on deposit in the applicable Series Sinking Fund Account not previously credited;

FIFTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Account of the Debt Service Reserve Fund, if any, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Debt Service Reserve Requirement;

SIXTH, subject to the following paragraph, the balance of any moneys remaining in a Series Account of the Revenue Fund after making the foregoing deposits shall, subject to application as provided by one or more Supplemental Indentures, remain therein, unless pursuant to any Arbitrage Certificate it is necessary to make a deposit in the Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

Unless otherwise provided in the applicable Supplemental Indenture, the Trustee shall within ten (10) Business Days after the last Interest Payment Date in any calendar year, at the direction of the Issuer, withdraw any moneys held for the credit of the Revenue Fund on November 2<sup>nd</sup> of such year which are not otherwise required to be deposited pursuant to this Section and deposit such moneys as directed to the credit of the applicable Series Account of the Bond Redemption Fund in accordance with the provisions hereof. Notwithstanding the foregoing, if pursuant to any Arbitrage Certificate it is necessary to make a deposit in the Rebate Fund, the Issuer shall direct the Trustee to make such deposit thereto. Prepayments pledged to a particular Series of Bonds shall be deposited directly into the applicable Series Account of the Bond Redemption Fund as provided herein.

Section 6.04 Debt Service Fund. The Trustee is hereby authorized and directed to establish a Debt Service Fund which shall consist of amounts deposited therein by the Trustee

28

Issuer may present to the Trustee Bonds of such Series purchased by the Issuer pursuant to subparagraph (a) above and furnished for such purposes; provided, however, that no Bonds of such Series so purchased shall be credited towards the Debt Service Requirements in respect of the mandatory redemption of Bonds of such Series for which notice of redemption has been given pursuant to Section 8.02 of this Master Indenture. Any Bond so purchased shall be presented to the Trustee for cancellation. In such event, the Debt Service Requirements with respect to the Bonds of a Series for the period in which the purchased Bonds are presented to the Trustee shall, for all purposes hereunder, be reduced by an amount equal to the aggregate principal amount of any such Bonds so presented.

Section 6.05 Debt Service Reserve Fund. The Trustee is hereby authorized and directed to establish a Debt Service Reserve Fund and, if applicable, pursuant to a Supplemental Indenture a Series Account for each Series of Bonds issued hereunder. The Debt Service Reserve Fund and each Series Account therein shall be held by the Trustee solely for the benefit of each related Series of Bonds or sub-Series, as determined by the applicable Supplemental Indenture and as may be applied pursuant to Sections 10.11 and 11.04 hereof; provided, however, that notwithstanding anything to the contrary contained in this Master Indenture, the Supplemental Indenture authorizing the issuance of a Series of Bonds may provide that the Debt Service Reserve Fund is not applicable and no account therein shall secure such Series of Bonds. The Debt Service Reserve Fund and each Series Account therein shall constitute an irrevocable trust fund to be applied solely as set forth herein and shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. Unless otherwise provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, on the date of issuance and delivery of a Series of Bonds an amount of Bond proceeds or equity equal to the Debt Service Reserve Requirement in respect of such Series of Bonds, calculated as of the date of issuance and delivery of such Series of Bonds, shall be deposited in the related Series Account of the Debt Service Reserve Fund. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, and as long as there exists no default under the Indenture and the amount in the Series Account of the Debt Service Reserve Fund is not reduced below the then applicable Debt Service Reserve Requirement with respect to such Series of Bonds, earnings on investments in the Series Account of the Debt Service Reserve Fund shall, prior to the Completion Date of a Project, be transferred to the applicable Acquisition and Construction Account of the Acquisition and Construction Fund, and after the Completion Date, shall be transferred to the related Series Account of the Revenue Fund. Otherwise, earnings on investments in each Series Account of the Debt Service Reserve Fund shall be retained therein until applied as set forth herein. If made applicable in a Supplemental Indenture, in the event that the amount in a Series Account of the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement with respect to such Series of Bonds due to a decrease in the then applicable Debt Service Reserve Requirement as a result of an optional prepayment by the owner of a lot or parcel of land of Special Assessments against such lot or parcel or a mandatory true-up payment, which Special Assessments are pledged for the payment and security of such Series of Bonds, the excess amount shall, as directed by the terms of the applicable Supplemental Indenture, be transferred from the Series Account or Subaccount of the Debt Service Reserve Fund to the applicable Series Account of the Bond Redemption Fund established for such Series of Bonds and shall constitute a credit against such optional prepayment or true-up payment. If made applicable in the Supplemental Indenture with respect to a Series of Bonds, in the event that the amount in a Series Account of the Debt Service

30

A-9

and any other amounts the Issuer may pay to the Trustee for deposit therein with respect to the related Series of Bonds. The Debt Service Fund shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. The Trustee shall establish within the Debt Service Fund pursuant to a Supplemental Indenture, a Series Principal Account, a Series Interest Account and, if applicable, a Series Sinking Fund Account for each Series of Bonds and a Series Capitalized Interest Account, which accounts shall be separate and apart from all other Funds and Accounts established under the Indenture and from all other moneys of the Trustee.

The Trustee at all times shall make available to any Paying Agent the funds in the Series Principal Account and the Series Interest Account of the Debt Service Fund to pay the principal of the applicable Series of Bonds as they mature upon surrender thereof and the interest on the applicable Series of Bonds as it becomes payable, respectively. When a Series of Bonds is redeemed, the amount, if any, in the Debt Service Fund representing interest thereon shall be applied to the payment of accrued interest in connection with such redemption.

The Trustee shall apply moneys in the Series Sinking Fund Account in the Debt Service Fund for purchase or redemption of the applicable Series of Bonds in amounts and maturities set forth in the Supplemental Indenture. Whenever Bonds of a Series are to be purchased out of such Series Sinking Fund Account, if the Issuer shall notify the Trustee that the Issuer wishes to arrange for such purchase, the Trustee shall comply with the Issuer's arrangements provided they conform to the Indenture.

Except to the extent otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, purchases and redemptions out of the Series Sinking Fund Account shall be made as follows:

(a) The Trustee shall apply the amounts required to be transferred to the Series Sinking Fund Account (less any moneys applied to the purchase of Bonds of the applicable Series pursuant to the next sentence hereof) on the mandatory sinking fund redemption date in each of the years set forth in the Supplemental Indenture to the redemption of Bonds of the related Series in the amounts, manner and maturities and on the dates set forth in the Supplemental Indenture, at a Redemption Price of 100% of the principal amount thereof. At the written direction of the Issuer, the Trustee shall apply moneys from time to time available in the Series Sinking Fund Account to the purchase of Bonds of the applicable Series at prices not higher than the principal amount thereof, in lieu of redemption as aforesaid, provided that firm purchase commitments can be made before the notice of redemption would otherwise be required to be given. In the event of purchases at less than the principal amount thereof, the difference between the amount in the Series Sinking Fund Account representing the principal amount of the Bonds so purchased and the purchase price thereof (exclusive of accrued interest) shall be transferred to the related Series Interest Account of the Debt Service Fund.

(b) Accrued interest on purchased or redeemed Bonds of a Series shall be paid from the related Series Interest Account of the Debt Service Fund.

(c) In lieu of paying the Debt Service Requirements necessary to allow any mandatory redemption of Bonds of a Series from the related Series Sinking Fund Account, the

29

Reserve Fund exceeds the Debt Service Reserve Requirement with respect to such Series of Bonds due to a decrease in the then applicable Debt Service Reserve Requirement for any other reason, the excess amount shall, as directed by the terms of the applicable Supplemental Indenture, be transferred from the Series Account of the Debt Service Reserve Fund to the applicable Series Account or Subaccount as provided in the Supplemental Indenture.

Whenever for any reason on an Interest Payment Date, principal payment date or mandatory redemption date with respect to a related Series of Bonds secured by a Series Account of the Debt Service Reserve Fund the amount in the related Series Interest Account, the related Series Principal Account or the related Series Sinking Fund Account, as the case may be, is insufficient to pay all amounts payable on such Series of Bonds therefrom on such payment dates, the Trustee shall, without further instructions but subject to contrary direction by the Majority Owners of the Bonds to which such Series Account of the Debt Service Reserve Fund relates, transfer the amount of any such deficiency from the related Series Account of the Debt Service Reserve Fund into the related Series Interest Account, the related Series Principal Account and the related Series Sinking Fund Account, as the case may be, with priority to the related Series Interest Account and then, proportionately according to the respective deficiencies therein, to the related Series Principal Account and the related Series Sinking Fund Account, to be applied to pay the Series of Bonds secured by the Series Account of the Debt Service Reserve Fund.

Notwithstanding the foregoing, in lieu of the required deposits into the related Series Account of the Debt Service Reserve Fund, the Issuer may cause to be deposited into the Series Account of the Debt Service Reserve Fund a Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit, either in lieu of any cash amount required to be deposited therein in connection with the issuance of any Series of Bonds or in substitution for the full amounts then on deposit therein or in an amount equal to the difference between the amount required to be deposited and the sum, if any, then on deposit in the Series Account of the Debt Service Reserve Fund, which Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit shall be payable (upon the giving of notice as required thereunder) on any Interest Payment Date or principal payment date on which a deficiency exists which cannot be remedied by moneys in any other Fund or Account held pursuant to the Indenture and available for such purpose. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, if any such Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit is substituted for moneys on deposit in the Series Account of the Debt Service Reserve Fund, or if at any time there are excess moneys in the Series Account of the Debt Service Reserve Fund, the excess moneys in the Series Account of the Debt Service Reserve Fund shall be transferred to and deposited in the related Series Account or Subaccount of the Revenue Fund. If a disbursement is made from a Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit, the Issuer shall be obligated to either reinstate the maximum limits of such Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit immediately following such disbursement or to deposit into the Series Account of the Debt Service Reserve Fund, as provided in the Indenture for restoration of withdrawals from the Series Account of the Debt Service Reserve Fund, funds in the amount of the disbursement made under such Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit.

31

In the event that upon the occurrence of any deficiency in a Series Interest Account, a Series Principal Account or a Series Sinking Fund Account, if the Series Account of the Debt Service Reserve Fund is then funded with a Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, the Trustee shall, on an Interest Payment Date or principal payment date or mandatory redemption date to which such deficiency relates, draw upon the Debt Service Reserve Letter of Credit or cause to be paid under the Debt Service Reserve Insurance Policy an amount sufficient to remedy such deficiency, in accordance with the terms and provisions of the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, as applicable, and any corresponding reimbursement or other agreement governing the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy; provided, however, that if at the time of such deficiency the Series Account of the Debt Service Reserve Fund is only partially funded with a Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, prior to drawing on the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, as applicable, the Trustee shall first apply any cash and securities on deposit in the Series Account of the Debt Service Reserve Fund to remedy the deficiency in accordance with the second paragraph of this Section 6.05 and, if after such application a deficiency still exists, the Trustee shall make up the balance of the deficiency by drawing on the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, as provided in this sentence. Amounts drawn on the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, as applicable, shall be applied as set forth in the second paragraph of this Section 6.05. Any amounts drawn under a Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy shall be reimbursed to the issuer thereof in accordance with the terms and provisions of the reimbursement or other agreement governing such Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy.

Section 6.06 Bond Redemption Fund. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, the Trustee is hereby authorized and directed to establish a Bond Redemption Fund and pursuant to a Supplemental Indenture a Series Account within the Bond Redemption Fund for each Series of Bonds issued hereunder into which shall be deposited, moneys in the amounts and at the times provided in Sections 5.01, 6.01, 6.03, 6.05 and 9.12(c) of this Master Indenture. The Series Account within the Bond Redemption Fund shall constitute an irrevocable trust fund to be applied solely as set forth in the applicable Supplemental Indenture and shall be held by the Trustee separate and apart from all other Funds and Accounts held under such Indenture and from all other moneys of the Trustee. All earnings on investments held in the Series Account within the Bond Redemption Fund shall be retained therein and applied as set forth below.

Moneys in the Series Account within the Bond Redemption Fund (including all earnings on investments held in the Series Account within the Bond Redemption Fund) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, (except for amounts resulting from prepayments of Special Assessments, which shall be applied as provided in the next paragraph) make such deposits into the Rebate Fund created and established under this Master Indenture as the Issuer may direct in accordance with an arbitrage rebate agreement, such moneys thereupon to be used solely for the purposes specified in said arbitrage rebate agreement. Any moneys so

32

transferred from the Series Account within the Bond Redemption Fund to the Rebate Fund shall thereupon be free from the lien and pledge of the related Indenture;

SECOND, to be used to call for redemption pursuant to clause (b) of Section 8.01 hereof an amount of Bonds of the applicable Series equal to the amount of money transferred to the Series Account within the Bond Redemption Fund pursuant to the aforesaid clauses or provisions, as appropriate, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate; and

THIRD, the remainder to be utilized by the Trustee, at the direction of a Responsible Officer, to call for redemption on each Interest Payment Date or other date on which Bonds of the applicable Series are subject to optional redemption pursuant to Section 8.01(a) hereof such amount of Bonds of the applicable Series taking into account any redemption premium, as may be practicable; provided, however, that not less than Five Thousand Dollars (\$5,000) principal amount of Bonds of the applicable Series shall be called for redemption at one time.

Any such redemption shall be made in accordance with the provisions of Article VIII of this Master Indenture and the applicable provisions of the related Supplemental Indenture. The Issuer shall pay all expenses in connection with such redemption.

Section 6.07 Drawings on Credit Facility. With respect to Bonds in respect of which there has been issued a Credit Facility, the Trustee shall draw on the Credit Facility, in accordance with the provisions for drawing under such Credit Facility, and within the requisite time period, all as set forth in the Credit Facility Agreement or the Supplemental Indenture.

Section 6.08 Procedure When Funds Are Sufficient to Pay All Bonds of a Series. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, if at any time the moneys held by the Trustee in the Funds (other than the moneys in the Rebate Fund) and Accounts hereunder and under a Supplemental Indenture and available therefor are sufficient to pay the principal or Redemption Price of, as the case may be, and interest on all Bonds of a Series then Outstanding under such Indenture to maturity or prior redemption, together with any amounts due the Issuer and the Trustee, Paying Agent, Registrar and Credit Facility Issuer, if any, the Trustee, at the direction of the Issuer, shall apply the amounts in the Series Funds and Series Accounts to the payment of the aforesaid obligations and the Issuer shall not be required to pay over any further Pledged Revenues with respect to such Series of Bonds unless and until it shall appear that there is a deficiency in the Funds and Accounts held by the Trustee.

Section 6.09 Certain Moneys to Be Held for Series Bondowners Only. Each Series of Bonds issued pursuant to this Master Indenture and the related Supplemental Indenture shall be secured by Pledged Revenues, as set forth herein, and otherwise may be secured by such additional Funds and Accounts and other security (including, but not limited to, Credit Facilities) established by the pertinent Supplemental Indenture. Moneys and investments in the various Funds and Accounts created under a Supplemental Indenture expressly and solely for the benefit of the Series of Bonds issued under such Supplemental Indenture shall be held in trust by the

33

Trustee for the benefit of the Holders of, and Credit Facility Issuer with respect to, Bonds of that Series only.

Section 6.10 Unclaimed Moneys. In the event any Bond shall not be presented for payment when the principal of such Bond becomes due, either at maturity or at the date fixed for redemption of such Bond or otherwise, if amounts sufficient to pay such Bond have been deposited with the Trustee for the benefit of the owner of the Bond and have remained unclaimed for three (3) years after the date payment thereof becomes due shall, upon request of the Issuer, if the Issuer is not at the time to the knowledge of the Trustee in default with respect to any covenant in this Master Indenture, any Supplemental Indenture or the Bonds contained, be paid to the Issuer; and the Owners of the Bonds for which the deposit was made shall thereafter be limited to a claim against the Issuer; provided, however, that the Trustee, before making payment to the Issuer, shall, if so directed by the Issuer, at the expense of the Issuer, cause a notice to be published in an Authorized Newspaper, stating that the money remaining unclaimed will be returned to the Issuer after a specified date.

Section 6.11 Rebate Fund. The Trustee is hereby authorized and directed to establish a Rebate Fund. Unless provided otherwise in a Supplemental Indenture, the Trustee shall transfer monies from the applicable Series Account in the Revenue Fund and deposit the same to the Rebate Fund, and shall make payments therefrom at the times and in the amounts required to comply with the covenants in the applicable Arbitrage Certificate, as directed by the Issuer in writing. If so directed by the Issuer in writing, the Trustee shall create one or more Series Accounts within the Rebate Fund relating to one or more particular Series of Bonds.

[END OF ARTICLE VI]

34

## ARTICLE VII SECURITY FOR AND INVESTMENT OR DEPOSIT OF FUNDS

Section 7.01 Deposits and Security Therefor. Unless otherwise as provided in the Supplemental Indenture with respect to a Series of Bonds, all moneys received by the Trustee under a Supplemental Indenture for deposit in any Fund or Account established under this Master Indenture or such Supplemental Indenture shall be considered trust funds, shall not be subject to lien or attachment, except for the lien created by this Master Indenture and the related Supplemental Indenture, and shall be deposited with the Trustee, until or unless invested or deposited as provided in Section 7.02 hereof. All deposits of moneys received by the Trustee under this Master Indenture or such Supplemental Indenture (whether original deposits under this Section 7.01 unless such deposits are of a type referenced in section (iii) of the definition of Investment Securities or deposits or redeposits in time accounts under Section 7.02) shall, to the extent not insured, and to the extent permitted by law, be fully secured as to both principal and interest earned, by Investment Securities of the types set forth in the definition of Investment Securities and the provisions thereof. If at any time the Trustee is unwilling to accept such deposits or unable to secure them as provided above, the Trustee may deposit such moneys with any other depository which is authorized to receive them and the deposits of which are insured by the Federal Deposit Insurance Corporation (including the FDIC Savings Association Insurance Fund). All deposits in any other depository in excess of the amount covered by insurance (whether under this Section 7.01 or Section 7.02 as aforesaid) shall, to the extent permitted by law, be fully secured as to both principal and interest earned, in the same manner as required herein for deposits with the Trustee. Such security shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000.

Section 7.02 Investment or Deposit of Funds. Except to the extent otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Trustee shall, as directed by the Issuer in writing, invest moneys held in the Series Accounts in the Debt Service Fund and any Series Account within the Bond Redemption Fund created under any Supplemental Indenture only in Government Obligations and securities described in subparagraphs (iii), (iv), (v), (vi), (vii) or (xi) of the definition of Investment Securities. Except to the extent otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Trustee shall, as directed by the Issuer in writing, invest moneys held in any Series Account of the Debt Service Reserve Fund in Investment Securities. All deposits in time accounts shall be subject to withdrawal without penalty and all investments shall mature or be subject to redemption by the holder without penalty, not later than the date when the amounts will foreseeably be needed for purposes set forth herein. All securities securing investments under this Section shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee, as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000. The interest and income received upon such investments and any interest paid by the Trustee or any other depository of any Fund or Account and any profit or loss resulting from the sale of securities shall be added or charged to the Fund or Account for which such investments are made; provided, however, that if the amount in any Fund or Account equals or exceeds the amount required to be on deposit therein, subject to Section 6.05 of this Master Indenture and unless

35

otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, any interest and other income so received shall be deposited in the related Series Account of the Revenue Fund. Upon request of the Issuer, or on its own initiative whenever payment is to be made out of any Fund or Account, the Trustee shall sell such securities as may be requested to make the payment and restore the proceeds to the Fund or Account in which the securities were held. The Trustee shall not be accountable for any depreciation in the value of any such security or for any loss resulting from the sale thereof. If net proceeds from the sale of securities held in any Fund or Account shall be less than the amount invested and, as a result, the amount on deposit in such Fund or Account is less than the amount required to be on deposit in such Fund or Account, the amount of such deficit shall be transferred to such Fund or Account from the related Series Account of the Revenue Fund.

Absent specific instructions as aforesaid, or absent a standing written direction from the Issuer for the investment of such moneys, then the Trustee shall hold such moneys uninvested and shall not be responsible or liable for keeping the moneys invested. The Trustee shall not be liable or responsible for any loss or entitled to any gain resulting from any investment or sale upon the investment instructions of the Issuer or otherwise, including that set forth in the first sentence of this paragraph. The Trustee may conclusively rely upon the Issuer's written instructions as to both the suitability and legality of all investments directed hereunder or under any Supplemental Indenture. Ratings of investments shall be determined by the Issuer at the time of purchase of such investments and without regard to ratings subcategories. The Trustee shall have no responsibility to monitor the ratings of investments after the initial purchase of such investments. The Trustee may make any investments permitted by the provisions of this section through its own bond department or investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades. Confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Section 7.03 Valuation of Funds. The Trustee shall value the assets in each of the Funds and Accounts established hereunder or under any Supplemental Indenture 45 days prior to each Interest Payment Date, and as soon as practicable after each such valuation date (but no later than ten (10) days after each such valuation date) shall provide the Issuer a report of the status of each Fund and Account as of the valuation date. In computing the assets of any Fund or Account, investments and accrued interest thereon shall be deemed a part thereof, subject to Section 7.02 hereof. For the purpose of determining the amount on deposit to the credit of any Fund or Account established hereunder or under any Supplemental Indenture, obligations in which money in such Fund or Account shall have been invested shall be valued at the market value or the amortized cost thereof, whichever is lower, or at the redemption price thereof, to the extent that any such obligation is then redeemable at the option of the holder.

[END OF ARTICLE VII]

36

thereof plus accrued interest to the redemption date, in the years and amounts set forth in a Supplemental Indenture.

In connection with such mandatory sinking fund redemption of Bonds, amounts shall be transferred from the applicable Series Account of the Revenue Fund to the Series Sinking Fund Account of the Debt Service Fund, all as more particularly described in Section 6.03 hereof.

The principal amounts of scheduled Sinking Fund Installments shall be reduced as specified by the Issuer or as provided in Section 8.04 hereof by any principal amounts of the Bonds redeemed pursuant to Section 8.01(a) and (b) hereof or purchased pursuant to Section 6.04 hereof.

Upon any redemption of Bonds other than in accordance with scheduled Sinking Fund Installments, the Issuer shall cause to be recalculated and delivered to the Trustee revised Sinking Fund Installments recalculated so as to amortize the Outstanding principal amount of Bonds of such Series in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Bonds of such Series. The Sinking Fund Installments as so recalculated shall not result in an increase in the aggregate of the Sinking Fund Installments for all Bonds of such Series in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a Sinking Fund Installment is due, the foregoing recalculation shall not be made to Sinking Fund Installments due in the year in which such redemption or purchase occurs, but shall be made to Sinking Fund Installments for the immediately succeeding and subsequent years.

Section 8.02 Notice of Redemption and of Purchase. Except where otherwise required by a Supplemental Indenture, when required to redeem or purchase Bonds of a Series under any provision of the related Indenture or directed to do so by the Issuer, the Trustee shall cause notice thereof, to be mailed at least thirty (30) but not more than sixty (60) days prior to the redemption or purchase date to all Owners of Bonds to be redeemed or purchased (as such Owners appear on the Bond Register on the fifth (5th) day prior to such mailing), at their registered addresses, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption or purchase of the Bonds of such Series for which notice was duly mailed in accordance with this Section 8.02. The Issuer shall, when it is directing the Trustee to mail such notice, provide written direction to the Trustee at least sixty (60) days (unless the Trustee agrees to a shorter period) prior to the date on which the Trustee is required to send notice hereunder. Such notice shall be given in the name of the Issuer, shall be dated, shall set forth the Bonds of such Series Outstanding which shall be called for redemption or purchase and shall include, without limitation, the following additional information:

- (a) the redemption or purchase date;
- (b) the redemption or purchase price;
- (c) CUSIP numbers, to the extent applicable, and any other distinctive numbers and letters;

38

## ARTICLE VIII REDEMPTION AND PURCHASE OF BONDS

Section 8.01 Redemption Dates and Prices. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, the Bonds of a Series may be made subject to optional, mandatory and extraordinary redemption and purchase, either in whole or in part, by the Issuer, prior to maturity in the amounts, at the times and in the manner provided in this Article VIII and in the related Supplemental Indenture.

(a) Optional Redemption. Bonds of a Series may be subject to optional redemption at the direction of the Issuer, at the times and upon payment of the purchase price as provided in the related Supplemental Indenture.

(b) Extraordinary Mandatory Redemption in Whole or in Part. Except as otherwise provided in a Supplemental Indenture with respect to Bonds of the related Series, Bonds of a Series are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Interest Payment Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date, (i) from moneys deposited into the related Series Account within the Bond Redemption Fund following the prepayment of Special Assessments on any portion of the District Lands; (ii) when sufficient moneys are on deposit in the related Series Funds and Accounts (other than moneys in the Rebate Fund and any other excluded Fund or Account as provided in a Supplemental Indenture with respect to a Series of Bonds) to pay and redeem all Outstanding Bonds of a Series and accrued interest thereon to the redemption date in addition to all amounts owed to Persons under the related Indenture; (iii) if made applicable in the Supplemental Indenture with respect to a Series of Bonds, from moneys in excess of the Debt Service Reserve Requirement for a Series of Bonds in the applicable Series Account of the Debt Service Reserve Fund transferred to the Series Account within the Bond Redemption Fund pursuant to Section 6.05 hereof; (iv) from excess moneys transferred from the Series Account of the Revenue Fund to the Series Account within the Bond Redemption Fund in accordance with Section 6.03 of this Master Indenture; (v) if the following is made applicable by the terms of a Supplemental Indenture, from moneys, if any, on deposit in the Series Account within the Bond Redemption Fund pursuant to Section 9.12(c) hereof following condemnation or the sale of any portion of the District Lands benefited by a Project to a governmental entity under threat of condemnation by such governmental entity or the damage or destruction of all or substantially all of the Project when such moneys are not to be used pursuant to Section 9.12(c) to repair, replace or restore the Project; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the redemption date and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Project would not be economical or would be impracticable; or (vi) from amounts transferred to the Series Account of the Bond Redemption Fund from the Series Account of the Acquisition and Construction Fund in accordance with Section 5.01(c) hereof.

(c) Mandatory Sinking Fund Redemption. Bonds of a Series may be subject to mandatory sinking fund redemption at a Redemption Price of 100% of the principal amount

37

(d) if less than all Outstanding Bonds of a Series to be redeemed or purchased, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed or purchased;

(e) that on the redemption or purchase date the Redemption Price or purchase price will become due and payable upon surrender of each such Bond or portion thereof called for redemption or purchase, and that interest thereon shall cease to accrue from and after said date; and

(f) the place where such Bonds are to be surrendered for payment of the redemption or purchase price, which place of payment shall be a corporate trust office of the Trustee.

If at the time of mailing of notice of an optional redemption or purchase, the Issuer shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem or purchase all the Bonds called for redemption or purchase, such notice shall state that the redemption is conditional and is subject to the deposit of the redemption or purchase moneys with the Trustee or Paying Agent, as the case may be, not later than the redemption or purchase date, and such notice shall be of no effect unless such moneys are so deposited.

If the amount of funds deposited with the Trustee for such redemption, or otherwise available, is insufficient to pay the Redemption Price and accrued interest on the Bonds so called for redemption on the redemption date, the Trustee shall redeem and pay on such date an amount of such Bonds for which such funds are sufficient, selecting the Bonds to be redeemed randomly from among all such Bonds called for redemption on such date, and among different maturities of Bonds in the same manner as the initial selection of Bonds to be redeemed, and from and after such redemption date, interest on the Bonds or portions thereof so paid shall cease to accrue and become payable; but interest on any Bonds or portions thereof not so paid shall continue to accrue until paid at the same rate as it would have had such Bonds not been called for redemption.

The notices required to be given by this Section 8.02 shall state that no representation is made as to correctness or accuracy of the CUSIP numbers listed in such notice or printed on the Bonds.

Section 8.03 Payment of Redemption Price. If any required (a) unconditional notice of redemption has been duly mailed or waived by the Owners of all Bonds called for redemption or (b) conditional notice of redemption has been so mailed or waived and the redemption moneys have been duly deposited with the Trustee or Paying Agent, then in either case, the Bonds called for redemption shall be payable on the redemption date at the applicable Redemption Price plus accrued interest, if any, to the redemption date. Bonds of a Series so called for redemption, for which moneys have been duly deposited with the Trustee, will cease to bear interest on the specified redemption date, shall no longer be secured by the related Indenture and shall not be deemed to be Outstanding under the provisions of the related Indenture.

Payment of the Redemption Price, together with accrued interest, shall be made by the Trustee or Paying Agent to or upon the order of the Owners of the Bonds called for redemption

39

upon surrender of such Bonds. The Redemption Price of the Bonds to be redeemed, the expenses of giving notice and any other expenses of redemption, shall be paid out of the Fund from which redemption is to be made or by the Issuer, or as specified in a Supplemental Indenture.

Section 8.04 Partial Redemption of Bonds. Except to the extent otherwise provided in a Supplemental Indenture, if less than all of a Series of Bonds of a maturity are to be redeemed, the Trustee shall select the particular Bonds or portions of the Bonds to be called for redemption by lot in such reasonable manner as the Trustee in its discretion may determine. In the case of any partial redemption of Bonds of a Series pursuant to Section 8.01(a), such redemption shall be effectuated by redeeming Bonds of such Series of such maturities in such manner as shall be specified by the Issuer in writing, subject to the provisions of Section 8.01 hereof. In the case of any partial redemption of Bonds of a Series pursuant to Section 8.01(b), such redemption shall be effectuated by redeeming Bonds of such Series pro rata among the maturities, treating each date on which a Sinking Fund Installment is due as a separate maturity for such purpose, with the portion to be redeemed from each maturity being equal to the product of the aggregate principal amount of Bonds of such Series to be redeemed multiplied times a fraction the numerator of which is the principal amount of the Series of Bonds of such maturity outstanding immediately prior to the redemption date and the denominator of which is the aggregate principal amount of all Bonds of such Series outstanding immediately prior to the redemption date.

[END OF ARTICLE VIII]

40

Section 9.03 Special Assessments; Re-Assessments.

(a) The Issuer shall levy Special Assessments, and, unless the Issuer collects the Special Assessments directly under the conditions set forth herein, evidence and certify the same to the Tax Collector or shall cause the Property Appraiser to certify the same on the tax roll to the Tax Collector for collection by the Tax Collector and enforcement by the Tax Collector or the Issuer pursuant to the Act, Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes, as applicable, and Section 9.04 hereof, to the extent and in an amount sufficient to pay Debt Service Requirements on all Outstanding Bonds.

(b) If any Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Issuer shall be satisfied that any such Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Issuer shall have omitted to make such Special Assessment when it might have done so, the Issuer shall either (i) take all necessary steps to cause a new Special Assessment to be made for the whole or any part of said improvement or against any property benefited by said improvement, or (ii) in its sole discretion, make up the amount of such Special Assessment from any legally available moneys, which moneys shall be deposited into the applicable Series Account in the Revenue Fund. In case such second Special Assessment shall be annulled, the Issuer shall obtain and make other Special Assessments until a valid Special Assessment shall be made.

Section 9.04 Method of Collection. Unless otherwise provided in the applicable Supplemental Indenture, Special Assessments shall be collected by the Issuer in accordance with the provisions of the Act and Chapter 197, Florida Statutes, or any successor statutes thereto, as applicable, in accordance with the terms of this Section. Except as stated in the next succeeding sentence, the Issuer shall use the uniform method for the levy, collection and enforcement of Special Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes thereto (the "Uniform Method"), and to do all things necessary to continue to use the Uniform Method or a comparable alternative method afforded by Section 197.3631, Florida Statutes. Notwithstanding the foregoing, the Issuer shall not use the Uniform Method to collect Special Assessments levied against District Lands should the District determine that another method of collection is in the best interest of the District. The Issuer shall enter into or maintain in effect one or more written agreements with the Property Appraiser and the Tax Collector, either individually or jointly (together, the "Property Appraiser and Tax Collector Agreement") in order to effectuate the provisions of this Section. The Issuer shall ensure that any such Property Appraiser and Tax Collector Agreement remains in effect for at least as long as the final maturity of Bonds Outstanding under this Indenture. To the extent that the Issuer is legally prevented from collecting Special Assessments pursuant to the Uniform Method, is not required to collect Special Assessments pursuant to the Uniform Method in accordance with the provisions of this Section 9.04 or the Board determines that using the Uniform Method is not in the best interest of the District, the Issuer shall then collect and enforce Special Assessments pursuant to any available method under the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto.

Section 9.05 Delinquent Special Assessments. Subject to the provisions of Section 9.04 hereof, if the owner of any lot or parcel of land assessed for a particular Project shall be

42

ARTICLE IX  
COVENANTS OF THE ISSUER

Section 9.01 Power to Issue Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Bonds, to adopt and execute this Master Indenture and to pledge the Pledged Revenues for the benefit of the Bonds of a Series and any Credit Facility Issuer, except to the extent otherwise provided in a Supplemental Indenture. The Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Bonds of a Series and any Credit Facility Issuer with respect to such Series. The Bonds and the provisions of this Master Indenture and any Supplemental Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by this Master Indenture and any Supplemental Indenture and all the rights of the Bondholders and any Credit Facility Issuer under this Master Indenture and any Supplemental Indenture against all claims and demands of all other Persons whomsoever.

Section 9.02 Payment of Principal and Interest on Bonds. The payment of the principal or Redemption Price of and interest on all of the Bonds of a Series issued under the related Indenture shall be secured forthwith equally and ratably by a first lien on and pledge of the Pledged Revenues, except to the extent otherwise provided in a Supplemental Indenture; and Pledged Revenues in an amount sufficient to pay the principal or Redemption Price of and interest on the Bonds of a Series authorized by the related Indenture are hereby irrevocably pledged to the payment of the principal or Redemption Price of and interest on the Bonds of a Series authorized under the related Indenture, as the same become due and payable. The Issuer shall promptly pay the interest on and the principal or Redemption Price of every Bond issued hereunder according to the terms thereof, but shall be required to make such payment only out of the Pledged Revenues.

THE BONDS AUTHORIZED UNDER THIS MASTER INDENTURE AND THE RELATED SUPPLEMENTAL INDENTURE AND THE OBLIGATIONS EVIDENCED THEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE ISSUER, INCLUDING, WITHOUT LIMITATION, THE PROJECT OR ANY PORTION THEREOF IN RESPECT OF WHICH ANY SUCH BONDS ARE BEING ISSUED, OR ANY PART THEREOF, BUT SHALL CONSTITUTE A LIEN ONLY ON THE PLEDGED REVENUES AS SET FORTH IN THIS MASTER INDENTURE AND ANY SUPPLEMENTAL INDENTURE. NOTHING IN THE BONDS AUTHORIZED UNDER THIS MASTER INDENTURE AND ANY SUPPLEMENTAL INDENTURE SHALL BE CONSTRUED AS OBLIGATING THE ISSUER TO PAY THE BONDS OR THE REDEMPTION PRICE THEREOF OR THE INTEREST THEREON EXCEPT FROM THE PLEDGED REVENUES, OR AS PLEDGING THE FAITH AND CREDIT OF THE ISSUER, THE COUNTY, THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF, OR AS OBLIGATING THE ISSUER, THE COUNTY, THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS, DIRECTLY OR INDIRECTLY OR CONTINGENTLY, TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR.

41

delinquent in the payment of any Special Assessment, then such Special Assessment shall be enforced pursuant to the provisions of Chapter 197, Florida Statutes, or any successor statute thereto, including but not limited to the sale of tax certificates and tax deeds as regards such delinquent Special Assessment. In the event the provisions of Chapter 197, Florida Statutes, and any provisions of the Act with respect to such sale are inapplicable by operation of law, then upon the delinquency of any Special Assessment the Issuer shall, to the extent permitted by law, utilize any other method of enforcement, including, without limitation, declaring the entire unpaid balance of such Special Assessment to be in default and, at its own expense, cause such delinquent property to be foreclosed, pursuant to the provisions of Section 170.10, Florida Statutes, in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate and Sections 190.026 and 170.10, Florida Statutes, or otherwise as provided by law.

Section 9.06 Sale of Tax Certificates and Issuance of Tax Deeds; Foreclosure of Special Assessment Liens. If the Special Assessments levied and collected under the Uniform Method described in Section 9.04 are delinquent, then the applicable procedures for issuance and sale of tax certificates and tax deeds for nonpayment shall be followed in accordance with Chapter 197, Florida Statutes and related statutes. Alternatively, if the Uniform Method is not utilized, and if any property shall be offered for sale for the nonpayment of any Special Assessment, and no person or persons shall purchase the same for an amount at least equal to the full amount due on the Special Assessment (principal, interest, penalties and costs, plus attorneys fees, if any), the property may then be purchased by the Issuer, to the extent the Issuer has available funds, for an amount equal to the balance due on the Special Assessment (principal, interest, penalties and costs, plus attorneys fees, if any), and the Issuer shall thereupon receive in its corporate name or in a special purpose entity created by the District, the title to the property for the benefit of the Registered Owners. The Issuer, either through its own actions or actions caused to be done through the Trustee, shall have the power and shall use its best efforts to lease or sell such property and deposit all of the net proceeds of any such lease or sale into the related Series Account of the Revenue Fund. Not less than ten (10) days prior to the filing of any foreclosure action or any sale of tax deed as herein provided, the Issuer shall cause written notice thereof to be mailed to the Trustee of the Series of Bonds secured by such delinquent Special Assessments. Not less than thirty (30) days prior to the proposed sale of any lot or tract of land acquired by foreclosure by the Issuer, it shall give written notice thereof to such Trustee. The Issuer, either through its own actions or actions caused to be done through the Trustee, agrees that it shall be required to take the measure provided by law for sale of property acquired by it as trustee for the Registered Owners within thirty (30) days after the receipt of the request therefor signed by the Registered Owners of at least fifty percent (50%) of the aggregate principal amount of all Outstanding Bonds of the Series payable from Special Assessments assessed on such property. If directed by the Beneficial Owners of a majority of the Bonds Outstanding or if the Trustee or the Issuer shall so elect, the Issuer and the Trustee may place title of property received upon foreclosure or deed in lieu of foreclosure into a special purpose entity controlled by the Trustee or such other entity acceptable to the Beneficial Owners of a majority of the Bonds of a Series so effected by such foreclosure, for the benefit of the Registered Owners.

Section 9.07 Books and Records with Respect to Special Assessments. In addition to the books and records required to be kept by the Issuer pursuant to the provisions of Section 9.15 hereof, the Issuer shall keep books and records for the collection of the Special Assessments on

43

the District Lands, which such books, records and accounts shall be kept separate and apart from all other books, records and accounts of the Issuer. The District Manager or the District Manager's designee, at the end of each Fiscal Year, shall prepare a written report setting forth the collections received, the number and amount of delinquencies, the proceedings taken to enforce collections and cure delinquencies and an estimate of time for the conclusion of such legal proceedings.

Section 9.08 Deposit of Special Assessments. The Issuer covenants to cause any Special Assessments collected or otherwise received by it to be deposited with the Trustee within five (5) Business Days after receipt thereof for deposit into the related Series Account of the Revenue Fund (except that amounts received as prepayments of Special Assessments shall be designated by the Issuer as such upon delivery to the Trustee and shall be deposited directly into the related Series Account within the Bond Redemption Fund).

Section 9.09 Construction to be on District Lands. Except for certain off-site improvements which are or may be outside the District Lands and are required in order for the District Lands to be developed, the Issuer covenants that no part of the Project will be constructed on, over or under lands other than (i) lands good and marketable title to which is owned by the Issuer or other appropriate entity in fee simple, (ii) lands on, over or under which the Issuer or other appropriate entity shall have acquired perpetual easements for the purposes of the Project, or (iii) lands, including public streets and highways, the right to the use and occupancy of which for such purposes shall be vested in the Issuer or other appropriate entity by law or by valid franchises, licenses, easements or rights of way or other legally effective permissions or approval.

Section 9.10 Operation, Use and Maintenance of Project. The Issuer shall establish and enforce reasonable rules and regulations governing the use of the Project owned by the Issuer, and the operation thereof, such rules and regulations to be adopted in accordance with the Act, and the Issuer shall operate, use and maintain the Project owned by the Issuer in accordance with the Act and all other applicable federal and State laws, rules and regulations; the Issuer shall maintain and operate the Project owned by the Issuer in an efficient and economical manner, shall at all times maintain the same in good repair and in sound operating condition and shall make all necessary repairs, renewals and replacements.

Section 9.11 Observance of and Compliance with Valid Requirements. The Issuer shall pay all municipal or governmental charges lawfully levied or assessed upon any Project or any part thereof or upon any revenues when the same shall become due, and the Issuer shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to each Project. The Issuer shall not, except as otherwise permitted in Section 9.22 of this Article, create or suffer to be created any lien or charge upon any Project or upon Pledged Revenues, except the lien and charge of the Bonds on the Pledged Revenues.

Section 9.12 Public Liability and Property Damage Insurance; Maintenance of Insurance; Use of Insurance and Condemnation Proceeds.

(a) Except as otherwise provided in subsection (d) of this Section, the Issuer will carry or cause to be carried, in respect of each Project, comprehensive general liability

44

(C) an opinion of the Consulting Engineer that, in each of the three (3) Fiscal Years following completion of such repair, rebuilding, replacement or restoration, the Issuer will be in compliance with its obligations hereunder. If the certificate described in clause (A) of this paragraph is not rendered because such proceeds or awards are insufficient for such purposes, the Issuer may deposit any other legally available funds in such separate fund in an amount required to enable the Consulting Engineer to render its certificate. If the insurance proceeds or condemnation awards deposited in such separate fund are more than sufficient to repair the damaged property or to replace the destroyed or taken property, the balance thereof remaining shall be deposited to the credit of the related Series Account in the Revenue Fund.

(d) The Issuer shall be entitled to provide all or a portion of the insurance coverage required by subsections (a) and (b) of this Section through Qualified Self Insurance, provided that the requirements hereinafter set forth in this subsection (d) are satisfied. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a company or association in which the Issuer has a material interest or of which the Issuer has control, either singly or with others.

Prior to participation in any plan of Qualified Self Insurance not currently in effect, the Issuer shall obtain a certificate of compliance executed by the District Manager to the effect that (A) the proposed Qualified Self Insurance plan will provide the coverage required by subsections (a) and (b) of this Section, and (B) the proposed Qualified Self Insurance plan provides for the creation of actuarially sound reserves.

Each plan of Qualified Self Insurance shall be in written form, shall provide that upon the termination of such plan reserves will be established or insurance acquired in amounts adequate to cover any potential retained liability in respect of the period of self insurance, and shall be reviewed annually by the District Manager or registered actuary who shall deliver to the Issuer a report on the adequacy of the reserves established thereunder in light of claims made. If the District Manager or registered actuary determines that such reserves are inadequate in light of the claims made, he shall make recommendations as to the amount of reserves that should be established and maintained, and the Issuer shall comply with such recommendations.

(e) Copies of all recommendations and approvals made by the Consulting Engineer under the provisions of this Section shall be filed with the District Manager.

Section 9.13 Collection of Insurance Proceeds. Copies of all insurance policies referred to in Section 9.12 of this Article shall be available at the offices of the Issuer at all reasonable times to the inspection of the Holders of the Bonds and their agents and representatives duly authorized in writing. The Issuer covenants that it will take such action as may be necessary to demand, collect and sue for any insurance money which may become due and payable under any policy of insurance required under this Master Indenture or any Supplemental Indenture, whether such policy is payable to the Issuer or to the Trustee. The Trustee is hereby authorized in its own name to demand, collect, sue and receive any insurance money which may become due and payable under any policies payable to it.

Section 9.14 Use of Revenues for Authorized Purposes Only. None of the Pledged Revenues shall be used for any purpose other than as provided in this Master Indenture and the

46

insurance (covering bodily injury and property damage) issued by one or more insurance companies authorized and qualified to do business under the laws of the State, in such amounts as is customary for similar operations, or as is more specifically set forth below.

(b) At all times, to the extent commercially available, the Issuer shall maintain a practical insurance program, with reasonable terms, conditions, provisions and costs which the District Manager determines will afford adequate protection against loss caused by damage to or destruction of any component of any Project owned by the Issuer. Limits for such coverage will be subject to the Consulting Engineer's recommendations. The Issuer shall also, at all times, maintain a practical comprehensive general liability insurance program with respect to any Project for such coverage, with such reasonable terms, conditions, provisions and costs as the District Manager determines will afford adequate protection against bodily injury and property damage.

All insurance policies of the Issuer relating to any Project shall be carried with companies authorized to do business in the State, with a Best rating of no less than "A" as to management and Class "V" as to financial strength; provided, however, that if, in the opinion of the District Manager, adequate insurance protection under reasonable terms, conditions, provisions and cost cannot be purchased from an insurance company with the above-designated ratings, then the District Manager, on behalf of the Issuer, may secure such insurance protection as the Issuer determines to be in its best interests and otherwise consistent with this Master Indenture and any Supplemental Indenture; provided further, however, that the Issuer may act as a self-insurer in accordance with the requirements of subsection (d) hereof. All policies providing the insurance coverages required by this Section shall designate the Issuer as the loss-payee and shall be made payable to the Issuer.

(c) All proceeds received from property damage or destruction insurance and all proceeds received from the condemnation of any Project or any part thereof are hereby pledged by the Issuer as security for the related Series of Bonds and shall be deposited at the option of the Issuer, but subject to the limitations hereinafter described, either (i) into the Acquisition and Construction Fund, and used to remedy the loss, damage or taking for which such proceeds are received, either by repairing the damaged property or replacing the destroyed or taken property, as soon as practicable after the receipt of such proceeds, or (ii) if so provided in the applicable Supplemental Indenture into the related Series Account within the Bond Redemption Fund for the purpose of purchasing or redeeming Bonds according to the provisions set forth in Article VIII hereof. The Issuer shall not be entitled to deposit insurance proceeds or condemnation awards into the separate fund described above in clause (i) of this paragraph (and such proceeds and awards shall be deposited directly into the related Series Account within the Bond Redemption Fund pursuant to clause (ii) of this paragraph) unless there shall have been filed with the Issuer within a reasonable time after the damage, destruction or condemnation (A) a certificate from the Consulting Engineer that the proceeds of the insurance or condemnation awards deposited into such separate fund, together with other funds available for such purposes, will be sufficient to repair, rebuild, replace or restore such property to substantially the same condition as it was in prior to its damage, destruction or condemnation (taking into consideration any changes, alterations and modifications that the Issuer may desire), (B) an opinion from the Consulting Engineer that the Project can be repaired, rebuilt, replaced or restored within two (2) years following the damage, destruction or condemnation thereof and

45

related Supplemental Indenture and no contract or contracts shall be entered into or any action taken by the Issuer or the Trustee which will be inconsistent with the provisions of this Master Indenture and the related Supplemental Indenture.

Section 9.15 Books and Records. The Issuer shall keep proper books of records and accounts in accordance with Generally Accepted Accounting Principles (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to any Project, and which, together with all other books and records of the Issuer, including, without limitation, insurance policies, relating to any Project, shall at all times be subject during regular business hours to the inspection of the Trustee.

Section 9.16 Observance of Accounting Standards. The Issuer covenants that all the accounts and records of the Issuer relating to the Project will be kept according to Generally Accepted Accounting Principles consistently applied and consistent with the provisions of this Master Indenture and any Supplemental Indenture.

Section 9.17 Employment of Certified Public Accountant. The Issuer shall employ or cause to be employed as required a Certified Public Accountant to perform accounting and auditing functions and duties required by the Act and this Master Indenture and any Supplemental Indenture.

Section 9.18 Establishment of Fiscal Year, Annual Budget. The Issuer has established a Fiscal Year beginning October 1 of each year and ending September 30 of the following year. The reports and budget of the Issuer shall relate to such Fiscal Year unless and until, in accordance with applicable law, a different Fiscal Year is established.

On or before the first day of each Fiscal Year the Issuer shall adopt a final Annual Budget with respect to the Project for such Fiscal Year for the payment of anticipated operating and maintenance expenses and shall supply a copy of such budget promptly upon the approval thereof to any Bondholders who shall have so requested in writing and shall have filed their names and addresses with the Secretary of the Board for such purpose. The Issuer may at any time adopt an amended or supplemental Annual Budget for the remainder of the current Fiscal Year, and when such amended or supplemental Annual Budget is approved it shall be treated as the official Annual Budget under this Master Indenture and any Supplemental Indenture. Copies of such amended or supplemental Annual Budget shall be mailed by the Issuer to any Bondholders who shall have so requested in writing and shall have filed their names and addresses with the Secretary of the Board for such purpose.

Section 9.19 Employment of Consulting Engineer; Consulting Engineer's Report. The Issuer shall, for the purpose of performing and carrying out the duties imposed on the Consulting Engineer by this Master Indenture and any Supplemental Indenture, employ one or more Independent engineers or engineering firms or corporations having a statewide and favorable repute for skill and experience in such work.

Copies of such annual report shall be mailed by the Issuer to any Bondholders who shall have filed their names and addresses with the Secretary of the Board for such purpose.

47

Section 9.20 Audit Reports. The Issuer covenants that, within the time period mandated by applicable state law, it will cause an audit to be made by a Certified Public Accountant covering all receipts and moneys then on deposit with or in the name of the Trustee or the Issuer and any security held therefor and any investments thereof. Copies of such audit reports shall be filed with the District Manager and the Secretary of the Board, and mailed by said Secretary to the Consulting Engineer and to all Bondholders who shall have filed their names and addresses with him for such purpose.

Section 9.21 Reserved.

Section 9.22 Covenant Against Sale or Encumbrance; Exceptions. The Issuer covenants that, (a) except for those improvements comprising any Project that are to be conveyed by the Issuer to the County, the County, the State Department of Transportation or another governmental entity and (b) except as in this Section permitted, it will not sell, lease or otherwise dispose of or encumber any Project, or any part thereof. Subject to the provisions of Section 9.28 hereof, the Issuer may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments or other movable property acquired by it from the proceeds of a Series of Bonds or from Pledged Revenues if the District Manager shall determine, with the approval of the Consulting Engineer, that such items are no longer needed or are no longer useful in connection with the construction, maintenance and operation of the related Project, and the proceeds thereof shall be applied to the replacement of the properties so sold or disposed of or, at the written direction of the Issuer shall be deposited to the credit of the related Series Account in the Revenue Fund.

Upon any sale of property relating to the Project, the aggregate of which in any thirty (30) day period exceeds Fifty Thousand Dollars (\$50,000) under the provisions of this Section, the Issuer shall provide written notice to the Trustee of the property so sold and the amount and disposition of the proceeds thereof.

Subject to obtaining an opinion of Bond Counsel that such action will not adversely affect the exclusion of interest on the Bonds for federal income tax purposes, the Issuer may lease or grant easements, franchises or concessions for the use of any part of the Project not incompatible with the maintenance and operation thereof, if the Consulting Engineer shall approve such lease, easement, franchise or concession in writing, and the net proceeds of any such lease, easement, franchise or concession (after the making of provision for payment from said proceeds of all costs incurred in financing, constructing, operating, maintaining or repairing such leases, easements, franchises or concessions) shall be deposited as received to the credit of related Series Account in the Revenue Fund.

Section 9.23 No Loss of Lien on Pledged Revenue. The Issuer shall not do or omit to do, or suffer to be done or omitted to be done, any matter or thing whatsoever whereby the lien of the Bonds on the Pledged Revenues or any part thereof, or the priority thereof, would be lost or impaired; provided, however, that this Section shall not prohibit the Trustee from transferring moneys to the Rebate Fund held by the Trustee under any arbitrage rebate agreement.

48

(a) continuously operated, repaired, improved and maintained as shall be necessary to provide adequate service to the lands benefited thereby; and (b) in compliance with all valid and applicable laws, acts, rules, regulations, permits, orders, requirements and directions of any competent public authority.

Section 9.30 Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Master Indenture and any Supplemental Indenture, failure of the Issuer or the Developer (if obligated pursuant to the Continuing Disclosure Agreement) to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may (and, at the request of any participating underwriter or the Holders of at least 25% aggregate principal amount in Outstanding Bonds of a Series and receipt of indemnity to its satisfaction, shall) or any Holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under this Section 9.30. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

[END OF ARTICLE IX]

50

Section 9.24 Compliance With Other Contracts and Agreements. The Issuer shall comply with and abide by all of the terms and conditions of any and all contracts and agreements which the Issuer enters into in connection with the Project and the issuance of the Bonds.

Section 9.25 Issuance of Additional Obligations. Except as otherwise provided herein and in the applicable Supplemental Indenture the Issuer shall not issue any obligations other than the Bonds payable from Pledged Revenues, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge, payable from Pledged Revenues.

Section 9.26 Extension of Time for Payment of Interest Prohibited. The Issuer shall not directly or indirectly extend or assent to an extension of time for payment of any claim for interest on any of the Bonds and shall not directly or indirectly be a party to or approve any arrangement therefor by purchasing or funding or in any manner keeping alive any such claim for interest; no claim for interest which in any way, at or after maturity, shall have been transferred or pledged apart from the Bonds to which it relates or which shall in any manner have been kept alive after maturity by extension or by purchase thereof by or on behalf of the Issuer, shall be entitled, in case of a default hereunder, to any benefit or security under this Master Indenture and any Supplemental Indenture except after the prior payment in full of the principal of all Bonds and claims for interest appertaining thereto not so transferred, pledged, kept alive or extended.

Section 9.27 Further Assurances. The Issuer shall not enter into any contract or take any action by which the rights of the Trustee or the Bondholders may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Master Indenture and any Supplemental Indenture.

Section 9.28 Use of Bond Proceeds to Comply with Internal Revenue Code. The Issuer covenants to the Holders of the Bonds that it will not make or direct the making of any investment or other use of the proceeds of any Bonds issued hereunder, the interest on which is intended to be excluded from gross income for federal income tax purposes ("Tax-Exempt Bonds") which would cause such Bonds to be "arbitrage bonds" as that term is defined in Section 148 (or any successor provision thereto) of the Code or "private activity bonds" as that term is defined in Section 141 (or any successor provision thereto) of the Code, and that it will comply with the requirements of such Code sections and related regulations throughout the term of such Tax-Exempt Bonds necessary to maintain the exclusion of the interest on such Bonds from gross income for federal income tax purposes. The Issuer hereby further covenants and agrees to comply with the procedures and covenants contained in any Arbitrage Certificate executed in connection with the issuance of each Series of Tax-Exempt Bonds for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on each Series of Tax-Exempt Bonds.

Section 9.29 Corporate Existence and Maintenance of Properties. For so long as any Bonds are Outstanding hereunder, unless otherwise provided by the Act, the Issuer shall maintain its corporate existence as a local unit of special-purpose government under the Act and shall provide for or otherwise require all Projects, and all parts thereof owned by the Issuer to be

49

## ARTICLE X EVENTS OF DEFAULT AND REMEDIES

Section 10.01 Events of Default and Remedies. Except to the extent otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, events of default and remedies with respect to each Series of Bonds shall be as set forth in this Master Indenture.

Section 10.02 Events of Default Defined. Each of the following shall be an "Event of Default" under the Indenture, with respect to a Series of Bonds:

(a) if payment of any installment of interest on any Bond of such Series is not made when it becomes due and payable; or

(b) if payment of the principal or Redemption Price of any Bond of such Series is not made when it becomes due and payable at maturity or upon call or presentation for redemption; or

(c) if the Issuer, for any reason, fails in, or is rendered incapable of, fulfilling its obligations under the Indenture or under the Act, which may be determined solely by the Majority Owners of the applicable Bonds; or

(d) if the Issuer proposes or makes an assignment for the benefit of creditors or enters into a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequester or other judicial representative, similar or dissimilar, is appointed for the Issuer or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the Issuer and if such is not vacated, dismissed or stayed on appeal within ninety (90) days; or

(e) if the Issuer defaults in the due and punctual performance of any other covenant in the Indenture or in any Bond of such Series issued pursuant to the Indenture and such default continues for sixty (60) days after written notice requiring the same to be remedied shall have been given to the Issuer by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Majority Owners of such Series; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the Issuer shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; or

(f) written notice shall have been received by the Trustee from a Credit Facility Issuer securing Bonds of such Series that an event of default has occurred under the Credit Facility Agreement, or there shall have been a failure by said Credit Facility Issuer to make said Credit Facility available or to reinstate the interest component of said Credit Facility in accordance with the terms of said Credit Facility, to the extent said notice or failure is established as an event of default under the terms of a Supplemental Indenture.

51



Section 10.03 No Acceleration; Redemption. No Series of Bonds issued under this Master Indenture shall be subject to acceleration unless the Special Assessments securing such Bonds have been accelerated. Upon an Event of Default, no optional redemption or extraordinary mandatory redemption of the Bonds pursuant to Article VIII hereof shall occur unless either all of the Bonds of the Series where an Event of Default has occurred will be redeemed or if 100% of the Holders of such Series of Bonds agree to such redemption, provided that this Section 10.03 does not preclude a distribution pursuant to Section 10.11 hereof.

Section 10.04 Legal Proceedings by Trustee. If any Event of Default with respect to a Series of Bonds has occurred and is continuing, the Trustee, in its discretion may, and upon the written request of the Majority Owners of such Series and receipt of indemnity to its satisfaction shall, in its own name:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Holders of the Bonds of such Series, including, without limitation, the right to require the Issuer to carry out any agreements with, or for the benefit of, the Bondholders of the Bonds of such Series and to perform its or their duties under the Act;

(b) bring suit upon the Series of Bonds;

(c) by action or suit in equity require the Issuer to account as if it were the trustee of an express trust for the Holders of the Bonds of such Series;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Bonds of such Series; and

(e) by other proceeding in law or equity, exercise all rights and remedies provided for by any other document or instrument securing such Series of Bonds.

Section 10.05 Discontinuance of Proceedings by Trustee. If any proceeding taken by the Trustee on account of any Event of Default is discontinued or is determined adversely to the Trustee, then the Issuer, the Trustee, the Paying Agent and the Bondholders shall be restored to their former positions and rights hereunder as though no such proceeding had been taken.

Section 10.06 Bondholders May Direct Proceedings. The Majority Owners of the Outstanding Bonds of a Series then subject to remedial proceedings under this Article X shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under the Indenture, provided that such directions shall not be otherwise than in accordance with law and the provisions of the Indenture. The Trustee shall have no liability as a result of any actions taken upon any such direction of the Holders.

Section 10.07 Limitations on Actions by Bondholders. No Bondholder shall have any right to pursue any remedy hereunder unless (a) the Trustee shall have been given written notice of an Event of Default, (b) the Majority Owners of the applicable Series shall have requested the Trustee, in writing, to exercise the powers hereinabove granted or to pursue such remedy in its or their name or names, (c) the Trustee shall have been offered indemnity satisfactory to it against costs, expenses and liabilities (including attorneys' fees, costs and expenses), and (d) the Trustee shall have failed to comply with such request within a reasonable time.

52

owing on the Bonds of such Series and in case such moneys shall be insufficient to pay the same in full, then to the payment of principal or Redemption Price and interest ratably, without preference or priority of one Bond of such Series over another or of any installment of interest over any other installment of interest.

Any surplus remaining after the payments described above shall be paid to the Issuer or to the Person lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

For purposes of the application of moneys described above, to the extent payments of principal of and interest on a Series of Bonds shall have been made under a Credit Facility relating thereto, the Credit Facility Issuer shall be entitled to moneys in the related Series Accounts in the Debt Service Fund in accordance with the agreement pursuant to which such Credit Facility has been issued (but subject to subsection (a) hereof and Section 11.04 hereof) and the Certified Resolution of the Issuer authorizing the issuance of such Bonds to which such Credit Facility relates.

Section 10.12 Trustee and Bondholders Entitled to all Remedies under Act. It is the purpose of this Article to provide, subject to the provisions hereof, such remedies to the Trustee and Bondholders as may be lawfully granted under the provisions of the Act and other applicable laws of the State; if any remedy herein granted shall be held unlawful, the Trustee and the Bondholders shall nevertheless be entitled to every other remedy provided by the Act and other applicable laws of the State.

Section 10.13 Trustee's Right to Receiver; Compliance with Act. During the continuance of an Event of Default, the Trustee shall be entitled as of right to the appointment of a receiver and the Trustee, the Bondholders and any receiver so appointed shall have such rights and powers and be subject to such limitations and restrictions as are contained in the Act and other applicable law of the State. When the Trustee incurs costs or expenses (including legal fees, costs and expenses) or renders services after the occurrence of an Event of Default, such costs and expenses and the compensation of such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 10.14 Credit Facility Issuer's Rights Upon Events of Default. Anything in the Indenture to the contrary notwithstanding, if any Event of Default, other than Events of Default described in Section 10.02(a) or (b) hereof, has occurred and is continuing while a Credit Facility securing all or a portion of such Bonds of a Series Outstanding is in effect, the Credit Facility Issuer shall have the right, in lieu of the Owners of the Series of Bonds (or portion thereof) secured by said Credit Facility, by an instrument in writing, executed and delivered to the Trustee, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under the Indenture, or exercising any trust or power conferred on the Trustee by the Indenture. Said direction shall be controlling to the extent the direction of Owners of the Series of Bonds (or portion thereof) secured by said Credit Facility would have been controlling under this Article. If the Credit Facility Issuer shall be in default in the performance of its obligations under the Credit Facility, said Credit Facility Issuer shall have no rights under this Section.

54

Section 10.08 Trustee May Enforce Rights Without Possession of Bonds. All rights under the Indenture and a Series of Bonds may be enforced by the Trustee without the possession of any of the Bonds of such Series or the production thereof at the trial or other proceedings relative thereto, and any proceeding instituted by the Trustee shall be brought in its name for the ratable benefit of the Holders of the Bonds of such Series.

Section 10.09 Remedies Not Exclusive. Except as limited under Section 15.01 of this Master Indenture, no remedy contained in the Indenture with respect to a Series of Bonds is intended to be exclusive of any other remedy or remedies, and each remedy is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 10.10 Delays and Omissions Not to Impair Rights. No delay or omission in respect of exercising any right or power accruing upon any Event of Default shall impair such right or power or be a waiver of such Event of Default, and every remedy given by this Article X may be exercised from time to time and as often as may be deemed expedient.

Section 10.11 Application of Moneys in Event of Default. Any moneys held by the Trustee or received by the Trustee or the Paying Agent, as the case may be, in connection with any proceedings brought under this Article X with respect to a Series of Bonds shall be applied in the following order of priority:

(a) to the payment of the fees and costs of the Trustee and Paying Agent incurred in connection with actions taken under this Article X with respect to such Series of Bonds, including counsel fees and any disbursements of the Trustee and the Paying Agent, and to the payment of any other unpaid fees and expenses owed to the Trustee.

(b) unless the principal of all of the Bonds of such Series shall have become or shall have been declared due and payable then:

FIRST: to payment of all installments of interest then due on the Bonds of such Series in the order of maturity of such installments of interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any preference or priority of one installment of interest over any other installment; and

SECOND: to payment to the persons entitled thereto of the unpaid principal or Redemption Price of any of the Bonds of such Series which shall have become due in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due and, if the amount available shall not be sufficient to pay in full the principal or Redemption Price coming due on such Bonds on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any preference or priority of one such Bond of a Series over another or of any installment of interest over another.

If the principal of all Bonds of a Series shall have become or shall have become due and payable, to the payment of principal or Redemption Price (as the case may be) and interest then

53

[END OF ARTICLE X]

**ARTICLE XI**  
**THE TRUSTEE; THE PAYING AGENT AND REGISTRAR**

Section 11.01 Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created, but only upon the additional terms set forth in this Article XI, to all of which the parties hereto and the Bondholders and any Credit Facility Issuer agree. The Trustee shall act as Trustee under this Master Indenture. Subject to the provisions of Section 11.03 hereof, the Trustee shall have only such duties as are expressly set forth herein, and no duties shall be implied on the part of the Trustee. Permissive rights of the Trustee hereunder do not create a duty on the part of the Trustee.

Section 11.02 No Responsibility for Recitals. The recitals, statements and representations in this Master Indenture or in the Bonds, save only the Trustee's Certificate of Authentication, if any, upon the Bonds, have been made by the Issuer and not by the Trustee and the Trustee shall be under no responsibility for the correctness thereof.

Section 11.03 Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Negligence. The Trustee may execute any powers hereunder and perform any duties required of it through attorneys, agents, officers or employees, and shall be entitled to advice of Counsel or other experts concerning all questions hereunder and the advice of such Counsel or any opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Trustee hereunder in good faith and in reliance thereon; the Trustee shall not be answerable for the default or misconduct of any attorney or other experts or agent selected and supervised by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power under this Master Indenture and any Supplemental Indenture nor for anything whatever in connection with the trust hereunder, except only its own negligence or willful misconduct or breach of its obligation hereunder. The Trustee shall not be accountable for the use or application of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of this Indenture. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty. The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds. None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it. The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes, fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances, sabotage; epidemic; pandemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable

56

Section 11.08 Reliance by Trustee. The Trustee may act on any requisition, resolution, notice, telegram, facsimile transmission, request, consent, waiver, certificate, statement, affidavit, voucher, bond, or other paper or document which it in good faith believes to be genuine and to have been passed, signed or given by the persons purporting to be authorized (which in the case of the Issuer shall be a Responsible Officer) or to have been prepared and furnished pursuant to any of the provisions of this Master Indenture and any Supplemental Indenture; the Trustee shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement.

Section 11.09 Trustee May Deal in Bonds. The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Bondholders may be entitled to take with like effect as if the Trustee were not a party to this Master Indenture and any Supplemental Indenture. The Trustee may also engage in or be interested in any financial or other transaction with the Issuer; provided, however, that if the Trustee determines that any such relation is in conflict with its duties under this Master Indenture and any Supplemental Indenture, it shall eliminate the conflict or resign as Trustee.

Section 11.10 Construction of Ambiguous Provisions. The Trustee may construe any ambiguous or inconsistent provisions of this Master Indenture and any Supplemental Indenture, and except as otherwise provided in Article XIII of this Master Indenture, any construction by the Trustee shall be binding upon the Bondholders. The Trustee shall give prompt notice to the Issuer of any intention to make such construction.

Section 11.11 Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Master Indenture and all Supplemental Indentures by written resignation filed with the Secretary of the Issuer not less than sixty (60) days before the date when such resignation is to take effect. Notice of such resignation shall be sent by first-class mail to each Bondholder as its name and address appears on the Bond Register and to any Paying Agent, Registrar and Credit Facility Issuer, if any, at least sixty (60) days before the resignation is to take effect. Such resignation shall take effect on the day specified in the Trustee's notice of resignation unless a successor Trustee is previously appointed, in which event the resignation shall take effect immediately on the appointment of such successor; provided, however, that notwithstanding the foregoing, such resignation shall not take effect until a successor Trustee has been appointed. If a successor Trustee has not been appointed within ninety (90) days after the Trustee has given its notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a temporary successor Trustee to serve as Trustee until a successor Trustee has been duly appointed. Notice of such resignation shall also be given to any rating agency that shall then have in effect a rating on any of the Bonds.

Section 11.12 Removal of Trustee. The Trustee may be removed at any time by either (a) the Issuer, if no default exists under this Master Indenture or any Supplemental Indenture, or (b) an instrument or concurrent instruments in writing, executed by the Majority Owners of the Bonds then Outstanding and filed with the Issuer. A photographic copy of any instrument or instruments filed with the Issuer under the provisions of this paragraph, duly certified by a Responsible Officer, shall be delivered promptly by the Issuer to the Trustee and to any Paying Agent, Registrar and Credit Facility Issuer, if any.

58

efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

Section 11.04 Compensation and Indemnity. The Issuer shall pay the Trustee reasonable compensation for its services hereunder, and also all its reasonable expenses and disbursements, and shall, to the extent permitted by law, indemnify and hold the Trustee harmless against any liabilities which it may incur in the proper exercise and performance of its powers and duties hereunder, except with respect to its own willful misconduct or negligence. If the Issuer defaults in respect of the foregoing obligations, the Trustee may deduct the amount owing to it from any moneys held by it or coming into its hands but exclusive of the Rebate Fund and moneys from a drawing on any Credit Facility, which right of payment shall be prior to the right of the holders of the Bonds. The Trustee shall promptly provide a statement of any moneys the Trustee has deducted in amounts owing to it. This Section 11.04 shall survive the termination of this Master Indenture and any Supplemental Indenture and, as to any Trustee, its removal or resignation as Trustee. No provision of this Master Indenture shall require the Trustee to expend or risk its own funds.

Section 11.05 No Duty to Renew Insurance. The Trustee shall be under no duty to effect or to renew any insurance policy nor shall it incur any liability for the failure of the Issuer to require or effect or renew insurance or to report or file claims of loss thereunder.

Section 11.06 Notice of Default; Right to Investigate. The Trustee shall give written notice by first-class mail to registered Holders of a Series of Bonds of all defaults known to the Trustee, unless such defaults have been remedied (the term "defaults" for purposes of this Section and Section 11.07 being defined to include the events specified as "Events of Default" in Article X hereof, but not including any notice or periods of grace provided for therein); provided that, except in the case of a default in payment of principal or interest or Redemption Price, the Trustee may withhold such notice so long as it in good faith determines that such withholding is in the interest of the Bondholders. The Trustee shall not be deemed to have notice of any default other than a payment default under this Master Indenture and any Supplemental Indenture or a notification by a Credit Facility Issuer of a default under its Credit Facility, unless notified in writing of such default by the Majority Holders of the Outstanding Bonds of a Series. The Trustee may, however, at any time require of the Issuer full information as to the performance of any covenant hereunder, and if information satisfactory to it is not forthcoming, the Trustee may make or cause to be made, at the expense of the Issuer, an investigation into the affairs of the Issuer.

Section 11.07 Obligation to Act on Defaults. The Trustee shall be under no obligation to take any action in respect of any default or otherwise, unless it is requested in writing to do so by the Holders of at least a majority of the aggregate principal amount of the Outstanding Bonds which are or would be, upon the taking of such action, subject to remedial proceedings under Article X of this Master Indenture if in its opinion such action may tend to involve expense or liability, and unless it is also furnished with indemnity satisfactory to it. The Trustee shall have no liability for actions taken at the direction of a majority in principal amount of the Outstanding Bonds subject to remedial action.

57

The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Master Indenture or any Supplemental Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Issuer or the Majority Owners of the Bonds then Outstanding.

Section 11.13 Appointment of Successor Trustee. If the Trustee or any successor Trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and the Issuer shall appoint a successor and shall mail notice of such appointment by first-class mail to each Bondholder as its name and address appear on the Bond Register, and to the Paying Agent, Registrar, Credit Facility Issuer, if any, and any rating agency that shall then have in effect a rating on any of the Bonds. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Master Indenture prior to the date specified in the notice of resignation or removal as the date when such resignation or removal was to take effect, the Majority Owners of all Bonds then Outstanding may appoint a successor Trustee.

Section 11.14 Qualification of Successor. A successor Trustee shall be a bank or trust company with trust powers, having a combined net capital and surplus of at least \$75,000,000.

Section 11.15 Instruments of Succession. Except as provided in Section 11.16 hereof, any successor Trustee shall execute, acknowledge and deliver to the Issuer an instrument accepting such appointment hereunder and thereupon, such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named Trustee herein. The Trustee ceasing to act hereunder, after deducting all amounts owed to the Trustee, shall pay over to the successor Trustee all moneys held by it hereunder and, upon request of the successor Trustee, the Trustee ceasing to act and the Issuer shall execute and deliver an instrument or instruments prepared by the Issuer transferring to the successor Trustee all the estates, properties, rights, powers and trusts hereunder of the predecessor Trustee, except for its rights to indemnity under Section 11.04 hereof.

Section 11.16 Merger of Trustee. Any corporation into which any Trustee hereunder may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, or any corporation which shall have purchased substantially all of the bond administration business of the corporate trust department shall be the successor Trustee under this Master Indenture and all Supplemental Indentures, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding; provided, however, that any such successor corporation continuing to act as Trustee hereunder shall meet the requirements of Section 11.14 hereof, and if such corporation does not meet the aforesaid requirements, a successor Trustee shall be appointed pursuant to this Article XI. The Trustee may not resign as the Paying Agent or the Registrar without resigning as Trustee.

Section 11.17 Extension of Rights and Duties of Trustee to Paying Agent and Registrar. The provisions of Sections 11.02, 11.03, 11.04, 11.08, 11.09, 11.10 and 11.16 hereof

59

are hereby made applicable to the Paying Agent and the Registrar, as appropriate, and any Person serving as Paying Agent and/or Registrar, hereby enters into and agrees to comply with the covenants and agreements of this Master Indenture and all Supplemental Indentures applicable to the Paying Agent and Registrar, respectively.

Section 11.18 Resignation of Paying Agent or Registrar. The Paying Agent or Registrar may resign and be discharged of the duties created by this Master Indenture and all Supplemental Indentures by executing an instrument in writing resigning such duties and specifying the date when such resignation shall take effect, and filing the same with the Issuer, the Trustee, and any rating agency that shall then have in effect a rating on any of the Bonds, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving written notice of such resignation not less than three (3) weeks prior to such resignation date to the Bondholders, mailed to their addresses as such appear in the Bond Register. Such resignation shall take effect on the date specified in such instrument and notice, but only if a successor Paying Agent or Registrar shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Paying Agent or Registrar. If the successor Paying Agent or Registrar shall not have been appointed within a period of ninety (90) days following the giving of notice, then the Paying Agent or Registrar shall be authorized to petition any court of competent jurisdiction to appoint a successor Paying Agent or Registrar as provided in Section 11.22 hereof.

Section 11.19 Removal of Paying Agent or Registrar. The Paying Agent or Registrar may be removed at any time prior to any Event of Default by the Issuer by filing with the Paying Agent or Registrar to be removed, and with the Trustee, an instrument or instruments in writing executed by the Issuer appointing a successor, or an instrument or instruments in writing designating, and accompanied by an instrument or appointment by the Issuer of, such successor. Such removal shall be effective thirty (30) days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Paying Agent or Registrar appointed hereunder shall execute, acknowledge and deliver to the Issuer an instrument accepting such appointment hereunder.

Section 11.20 Appointment of Successor Paying Agent or Registrar. In case at any time the Paying Agent or Registrar shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Paying Agent or Registrar, as the case may be, and a successor shall be appointed by the Issuer; and in case at any time the Paying Agent or Registrar shall resign, then a successor shall be appointed by the Issuer. After any such appointment, notice of such appointment shall be given by the Issuer to the predecessor Paying Agent or Registrar, the successor Paying Agent or Registrar, the Trustee, the Credit Facility Issuer, if any, any rating agency that shall then have in effect a rating on any of the Bonds, and all Bondholders. Any new Paying Agent or Registrar so appointed shall immediately, and without further act, supersede the predecessor Paying Agent or Registrar.

Section 11.21 Qualifications of Successor Paying Agent or Registrar. Every successor Paying Agent or Registrar (a) shall be a commercial bank or trust company (i) duly organized under the laws of the United States or any state or territory thereof, (i) authorized by law to

perform all the duties imposed upon it by this Master Indenture and all Supplemental Indentures and (iii) capable of meeting its obligations hereunder, and (b) shall have a combined net capital and surplus of at least \$75,000,000.

Section 11.22 Judicial Appointment of Successor Paying Agent or Registrar. In case at any time the Paying Agent or Registrar shall resign and no appointment of a successor Paying Agent or Registrar shall be made pursuant to the foregoing provisions of this Master Indenture prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Paying Agent or Registrar may forthwith apply to a court of competent jurisdiction for the appointment of a successor Paying Agent or Registrar. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Paying Agent or Registrar. Notice of such appointment shall be given by the Successor Registrar or Paying Agent to the Issuer, the Trustee, the Credit Facility Issuer, if any, any rating agency that shall then have in effect a rating on any of the Bonds, and all Bondholders. In the absence of such an appointment, the Trustee shall become the Registrar or Paying Agent, or and shall so notify the Issuer, any rating agency that shall have issued a rating on the Bonds, and all Bondholders.

Section 11.23 Acceptance of Duties by Successor Paying Agent or Registrar. Any successor Paying Agent or Registrar shall become duly vested with all the estates, property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent or Registrar herein. Upon request of such Paying Agent or Registrar, except as provided in Section 11.24 hereof, such predecessor Paying Agent or Registrar and the Issuer shall execute and deliver an instrument transferring to such successor Paying Agent or Registrar all the estates, property, rights and powers hereunder of such predecessor Paying Agent or Registrar and such predecessor Paying Agent or Registrar shall pay over and deliver to the successor Paying Agent or Registrar all moneys and other assets at the time held by it hereunder.

Section 11.24 Successor by Merger or Consolidation. Any corporation into which any Paying Agent or Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Paying Agent or Registrar hereunder shall be a party, or any corporation which shall have purchased substantially all of the bond administration business of the corporate trust department shall be the successor Paying Agent or Registrar under this Master Indenture and all Supplemental Indentures without the execution or filing of any paper or any further act on the part of the parties thereto, anything in this Master Indenture or any Supplemental Indenture to the contrary notwithstanding.

[END OF ARTICLE XI]

60

61

## ARTICLE XII ACTS OF BONDHOLDERS; EVIDENCE OF OWNERSHIP OF BONDS

Section 12.01 Acts of Bondholders; Evidence of Ownership of Bonds. Any action to be taken by Bondholders may be evidenced by one or more concurrent written instruments of similar tenor signed or executed by such Bondholders in person or by an agent appointed in writing. The fact and date of the execution by any person of any such instrument may be provided by acknowledgment before a notary public or other officer empowered to take acknowledgments or by an affidavit of a witness to such execution. Any action by the Owner of any Bond shall bind all future Owners of the same Bond in respect of anything done or suffered by the Issuer, Trustee, Paying Agent or Registrar in pursuance thereof.

[END OF ARTICLE XII]

## ARTICLE XIII AMENDMENTS AND SUPPLEMENTS

Section 13.01 Amendments and Supplements Without Bondholders' Consent. This Master Indenture and any Supplemental Indenture may be amended or supplemented, from time to time, without the consent of the Bondholders, by a Supplemental Indenture authorized by a Certified Resolution of the Issuer filed with the Trustee, for one or more of the following purposes:

- (a) to add additional covenants of the Issuer or to surrender any right or power herein conferred upon the Issuer;
- (b) for any purpose not inconsistent with the terms of the related Indenture, or to cure any ambiguity or to cure, correct or supplement any defective provision (whether because of any inconsistency with any other provision hereof or otherwise) of the related Indenture, in such manner as shall not impair the security hereof or thereof or adversely affect the rights and remedies of the Bondholders;
- (c) to provide for the execution of any and all contracts and other documents as may be required in order to effectuate the conveyance of any Project to the State, the County, or any department, agency or branch thereof, or any other unit of government of the State, provided, however, that the Issuer shall have caused to be delivered to the Trustee an opinion of Bond Counsel stating that such conveyance shall not impair the security hereof or adversely affect the rights and remedies of the Bondholders;
- (d) to make such changes as may be deemed necessary or desirable as determined by the District in order to provide for the issuance of a Series of Bonds to refund a portion of a Series of Bonds or for the completion of a Project financed with such Series of Bonds, on a parity with the Outstanding Bonds of such Series;
- (e) to make any change in connection with the issuance of a new Series of Bonds if such change affects only such Series of Bonds; and
- (f) to make such changes as may be necessary in order to reflect amendments to Chapters 170, 190 and 197, Florida Statutes, so long as, in the opinion of counsel to the Issuer, such changes either: (i) do not have a material adverse effect on the Holders of the Bonds; or (ii) if such changes do have an adverse effect, that they nevertheless are required to be made as a result of such amendments.

Section 13.02 Amendments With Bondholders' Consent. Subject to the provisions of Section 13.01 hereof, this Master Indenture and any Supplemental Indenture may be amended from time to time by a Supplemental Indenture approved by the Majority Owners of the Bonds then Outstanding in the case of the Master Indenture, and of the Series of Bonds then Outstanding and secured by such Supplemental Indenture in the case of an amendment of a Supplemental Indenture including, but not limited to, any material amendment to the Special Assessments and related proceedings which secure a Series of Bonds; provided that with respect to (a) the interest payable upon any Bonds, (b) the dates of maturity or redemption provisions of any Bonds, (c) this Article XIII and (d) except as otherwise provided in this section, the security

62

A-17

63

provisions hereunder or under any Supplemental Indenture, which may only be amended by approval of the Owners of all Bonds then Outstanding to be so amended.

Section 13.03 Trustee Authorized to Join in Amendments and Supplements; Reliance on Counsel. The Trustee is authorized to join in the execution and delivery of any supplemental indenture or amendment permitted by this Article XIII and in so doing is entitled to require and to rely on a written opinion of Counsel, at the expense of the Issuer, that such supplemental indenture or amendment is so permitted and has been duly authorized by the Issuer and that all things necessary to make it a valid and binding agreement have been done; and if Bonds are tax exempt, that such amendment doesn't cause interest to become taxable.

[END OF ARTICLE XIII]

64

on deposit with the Escrow Agent, will be sufficient without reinvestment to pay the remaining principal of, redemption premium, if any, and interest on such defeased Bonds and an opinion of Bond Counsel that (i) such defeasance will not adversely affect the tax-exemption of the interest on any Outstanding Bonds and (ii) such Bonds are no longer Outstanding.

Money so deposited with the Escrow Agent which remains unclaimed three (3) years after the date payment thereof becomes due shall, upon request of the Issuer, if the Issuer is not at the time to the knowledge of the Escrow Agent in default with respect to any covenant in the Indenture or the Bonds of the Series contained, be paid to the Issuer; and the Owners of the Bonds for which the deposit was made shall thereafter be limited to a claim against the Issuer; provided, however, that the Escrow Agent, before making payment to the Issuer, shall, if so directed by the Issuer, at the expense of the Issuer, cause a notice to be published in an Authorized Newspaper, stating that the money remaining unclaimed will be returned to the Issuer after a specified date.

[END OF ARTICLE XIV]

66

#### ARTICLE XIV DEFEASANCE

Section 14.01 Defeasance. When interest on, and principal or Redemption Price (as the case may be) of, the Bonds of a Series or any portion thereof to be defeased have been paid, or there shall have been deposited with the Trustee or such other escrow agent designated in a Certified Resolution of the Issuer (the "Escrow Agent") moneys sufficient, or Defeasance Securities, the principal of and interest on which, when due, together with any moneys, remaining uninvested, will provide sufficient moneys to fully pay (i) such Bonds of a Series or portion thereof to be defeased, and (ii) any other sums payable hereunder by the Issuer, the right, title and interest of the Trustee with respect to such Bonds of a Series or portion thereof to be defeased shall thereupon cease, the lien of the Indenture on the Pledged Revenues, and the Funds and Accounts established under the Indenture shall be defeased and discharged, and the Trustee, on demand of the Issuer, shall release the Indenture as to such Bonds of a Series or portion thereof to be so defeased and shall execute such documents to evidence such release as may be reasonably required by the Issuer and shall turn over to the Issuer or to such Person, body or authority as may be entitled to receive the same all balances remaining in any Series Funds and Accounts upon the defeasance in whole of all of the Bonds of a Series.

Section 14.02 Deposit of Funds for Payment of Bonds. If the Issuer deposits with the Escrow Agent moneys sufficient, or Defeasance Securities, the principal of and interest on which, when due, together with any moneys remaining uninvested, will provide sufficient moneys to pay the principal or Redemption Price of any Bonds of a Series becoming due, either at maturity or by redemption or otherwise, together with all interest accruing thereon to the date of maturity or such prior redemption, and reimburses or causes to be reimbursed or pays or causes to be paid the other amounts required to be reimbursed or paid under Section 14.01 hereof, interest on such Bonds of a Series shall cease to accrue on such date of maturity or prior redemption and all liability of the Issuer with respect to such Bonds of a Series shall likewise cease, except as hereinafter provided; provided, however, that (a) if any Bonds are to be redeemed prior to the maturity thereof, notice of the redemption thereof shall have been duly given in accordance with the provisions of Section 8.02 hereof, or irrevocable provision satisfactory to the Trustee shall have been duly made for the giving of such notice, and (b) in the event that any Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days following a deposit of moneys with the Escrow Agent, in accordance with this Section, the Issuer shall have given the Escrow Agent, in form satisfactory to the Escrow Agent, irrevocable instructions to mail to the Owners of such Bonds at their addresses as they appear on the Bond Register, a notice stating that a deposit in accordance with this Section has been made with the Escrow Agent and that the Bonds to which such notice relates are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price (as the case may be) of, and interest on, said Bonds of a Series. Thereafter such Bonds shall be deemed not to be Outstanding hereunder and the Owners of such Bonds shall be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such Bonds, and the Escrow Agent shall hold such funds in trust for such Owners. At the time of the deposit referred to above, there shall be delivered to the Escrow Agent a verification from a firm of independent certified public accountants or other qualified independent consultant stating that the principal of and interest on the Defeasance Securities, together with the stated amount of any cash remaining

65

#### ARTICLE XV MISCELLANEOUS PROVISIONS

Section 15.01 Limitations on Recourse. No personal recourse shall be had for any claim based on this Master Indenture or any Supplemental Indenture or the Bonds against any member of the Board of the Issuer, officer, employee or agent, past, present or future, of the Issuer or of any successor body as such, either directly or through the Issuer or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

The Bonds of each Series are payable solely from the Pledged Revenues, and any other moneys held by the Trustee under the Indenture for such purpose. There shall be no other recourse under the Bonds, the Indenture or otherwise, against the Issuer or any other property now or hereafter owned by it.

Section 15.02 Payment Dates. In any case where an Interest Payment Date or the maturity date of the Bonds or the date fixed for the redemption of any Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

Section 15.03 No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Bonds and the Credit Facility Issuers, if any.

Section 15.04 Illegal Provisions Disregarded. If any term of Master Indenture or any Supplemental Indenture or the Bonds or the application thereof for any reason or circumstances shall to any extent be held invalid or unenforceable, the remaining provisions or the application of such terms or provisions to Persons and situations other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof and thereof shall be valid and enforced to the fullest extent permitted by law.

Section 15.05 Substitute Notice. If for any reason it shall be impossible to make duplication of any notice required hereby in a newspaper or newspapers, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of such notice.

Section 15.06 Notices. Any notice, demand, direction, request or other instrument authorized or required by this Master Indenture or any Supplemental Indenture to be given to or filed with the Issuer or the Trustee shall be deemed to have been sufficiently given or filed for all purposes of this Master Indenture or any Supplemental Indenture if and when personally delivered and receipted for, or if mailed by first class mail, addressed as follows:

67

- (a) As to the Issuer -  
 Parrish Plantation Community Development District  
 c/o District Manager  
 2005 Pan Am Circle, Suite 300  
 Tampa, Florida 33607
- (b) As to the Trustee -  
 U.S. Bank National Association  
 225 E. Robinson Street, Suite 250  
 Orlando, Florida 32801

Any of the foregoing may, by notice sent to each of the others, designate a different or additional address to which notices under this Master Indenture or any Supplemental Indenture are to be sent.

All documents received by the Trustee under the provisions of this Master Indenture or any Supplemental Indenture and not required to be redelivered shall be retained in its possession, subject at all reasonable times to the inspection of the Issuer, any Consultant, any Bondholder and the agents and representatives thereof as evidence in writing. The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by the Issuer by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Issuer shall provide to the Trustee an incumbency certificate listing designated persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Issuer elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Issuer agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 15.07 Controlling Law. This Master Indenture and all Supplemental Indentures shall be governed by and construed in accordance with the laws of the State.

Section 15.08 Successors and Assigns. All the covenants, promises and agreements in this Master Indenture and all Supplemental Indentures contained by or on behalf of the Issuer or by or on behalf of the Trustee shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 15.09 Headings for Convenience Only. The table of contents and descriptive headings in this Master Indenture are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

IN WITNESS WHEREOF, Parrish Plantation Community Development District has caused this Master Indenture to be executed by the Chairperson of its Board and its corporate seal to be hereunto affixed, attested by the Secretary or Assistant Secretary of its Board and U.S. Bank National Association has caused this Master Indenture to be executed by one of its authorized signatories, all as of the day and year first above written.

PARRISH PLANTATION COMMUNITY  
 DEVELOPMENT DISTRICT

Attest: By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Chairperson, Board of Supervisors

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Secretary, Board of Supervisors

U.S. BANK NATIONAL ASSOCIATION, as  
 Trustee, Paying Agent and Registrar

By: \_\_\_\_\_  
 Title: Assistant Vice President

Section 15.10 Counterparts. This Master Indenture and any Supplemental Indentures may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 15.11 Appendices and Exhibits. Any and all appendices or exhibits referred to in and attached to this Master Indenture are hereby incorporated herein and made a part hereof for all purposes.


Section 15.12 Patriot Act Requirements of Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.


Section 15.13 Brokerage Confirmations. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

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IN WITNESS WHEREOF, Parrish Plantation Community Development District has caused this Master Indenture to be executed by the Chairperson of its Board and its corporate seal to be hereunto affixed, attested by the Secretary or Assistant Secretary of its Board and U.S. Bank National Association has caused this Master Indenture to be executed by one of its authorized signatories, all as of the day and year first above written.

PARRISH PLANTATION COMMUNITY  
 DEVELOPMENT DISTRICT

Attest:  By: \_\_\_\_\_  
 Name: Mart. Osipow  
 Title: Chairperson, Board of Supervisors

By:  \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Secretary, Board of Supervisors

U.S. BANK NATIONAL ASSOCIATION, as  
 Trustee, Paying Agent and Registrar

By: \_\_\_\_\_  
 Title: Assistant Vice President

EXHIBIT A

PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT

(Acquisition and Construction Fund Requisition)

The undersigned, a Responsible Officer of the Parrish Plantation Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of February 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of February 1, 2021 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number;
- (B) Name of Payee;
- (C) Amount Payable;
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the Cost of the 2021 Project;
4. each disbursement represents a Cost of the 2021 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

IN WITNESS WHEREOF, Parrish Plantation Community Development District has caused this Master Indenture to be executed by the Chairperson of its Board and its corporate seal to be hereunto affixed, attested by the Secretary or Assistant Secretary of its Board and U.S. Bank National Association has caused this Master Indenture to be executed by one of its authorized signatories, all as of the day and year first above written.

PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT

Attest: By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Secretary, Board of Supervisors

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Chairperson, Board of Supervisors

U.S. BANK NATIONAL ASSOCIATION, as Trustee, Paying Agent and Registrar

By:   
 Title: Assistant Vice President

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Responsible Officer

Date: \_\_\_\_\_

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2021 Project and is consistent with the report of the Consulting Engineer, as such report shall have been amended or modified.

\_\_\_\_\_  
Consulting Engineer

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**TABLE OF CONTENTS**

This Table of Contents is incorporated herein for ease of reference only and shall not be deemed a part of the Second Supplemental Trust Indenture.

**ARTICLE I DEFINITIONS.....3**  
 Section 101. Definitions.....3

**ARTICLE II AUTHORIZATION, ISSUANCE AND PROVISIONS OF ASSESSMENT AREA TWO BONDS .....7**  
**TWO BONDS .....7**  
 Section 201. Authorization of Assessment Area Two Bonds; Book-Entry Only Form.....7  
 Section 202. Terms of Assessment Area Two Bonds.....8  
 Section 203. Dating; Interest Accrual.....9  
 Section 204. Denominations.....9  
 Section 205. Paying Agent.....9  
 Section 206. Bond Registrar.....9  
 Section 207. Conditions Precedent to Issuance of Assessment Area Two Bonds.....9  
 Section 208. Continuing Disclosure.....10

**ARTICLE III REDEMPTION AND PURCHASE OF ASSESSMENT AREA TWO BONDS.....10**

**ARTICLE IV DEPOSIT OF ASSESSMENT AREA TWO BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF.....11**  
 Section 401. Establishment of Accounts.....11  
 Section 402. Use of Assessment Area Two Bond Proceeds.....11  
 Section 403. Assessment Area Two Acquisition and Construction Account.....12  
 Section 404. Costs of Issuance Account.....13  
 Section 405. Assessment Area Two Reserve Account.....14  
 Section 406. Application of Prepayment Principal; Assessment Area Two Prepayment Account.....15  
 Section 407. Tax Covenants and Rebate Account.....16  
 Section 408. Establishment of Assessment Area Two Revenue Account in Revenue Fund; Application of Assessment Area Two Accounts and Investment Earnings.....16

**ARTICLE V CONCERNING THE TRUSTEE.....19**  
 Section 501. Acceptance by Trustee.....19  
 Section 502. Limitation of Trustee's Responsibility.....19  
 Section 503. Trustee's Duties.....19

**ARTICLE VI MISCELLANEOUS.....19**  
 Section 601. Confirmation of Master Indenture.....19

**SECOND SUPPLEMENTAL TRUST INDENTURE**

\_\_\_\_\_

between

**PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT**

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**

as Trustee

\_\_\_\_\_

Dated as of September 1, 2022

\_\_\_\_\_

relating to

**PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT  
 SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022  
 (ASSESSMENT AREA TWO PROJECT)**

Section 602. Additional Covenant Regarding Assessment Area Two Special Assessments.....19  
 Section 603. Limitation on Additional Debt.....20  
 Section 604. Additional Matters Relating to Delinquent Assessments.....20  
 Section 605. Additional Matters Relating to Assessment Area Two Special Assessments and Assessment Proceedings.....21  
 Section 606. Additional Matters Relating to Events of Default.....21  
 Section 607. Provisions relating to Bankruptcy or Insolvency of Landowner.....22  
 Section 608. Third Party Beneficiaries.....23

- Exhibit "A"** The Assessment Area Two Bonds  
**Exhibit "B"** Requisition for Assessment Area Two Bonds (Acquisition and Construction)  
**Exhibit "C"** Description of Assessment Area Two Project

**SECOND SUPPLEMENTAL TRUST INDENTURE**

THIS SECOND SUPPLEMENTAL TRUST INDENTURE (the "Second Supplemental Indenture") dated as of September 1, 2022, from **PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT** (the "District" or the "Issuer") to **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), a national banking association authorized to accept and execute trusts of the character herein set out within the State of Florida. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Master Indenture (hereinafter defined).

**WHEREAS**, the District has entered into a Master Trust Indenture dated as of February 1, 2021 (the "Master Indenture"), with the Trustee to secure the issuance of its Parrish Plantation Community Development District Special Assessment Revenue Bonds (the "Bonds"), issuable in one or more Series from time to time; and

**WHEREAS**, pursuant to Resolution No. 2020-21 adopted by the Board of the District on October 18, 2019 (the "Bond Resolution"), the District has authorized the issuance of its not exceeding \$20,240,000 Parrish Plantation Community Development District Special Assessment Revenue Bonds, in one or more Series, and authorized the execution and delivery of the Master Indenture to secure the issuance of the Bonds; and

**WHEREAS**, the Bonds were validated by the Circuit Court of the Twelfth Judicial Circuit of the State of Florida in and for Manatee County, Florida in a final judgment rendered on February 3, 2020, and the appeal period from such final judgment has expired with no appeal being taken; and

**WHEREAS**, the District has previously issued its \$8,540,000 Special Assessment Revenue Bonds, Series 2021 (Assessment Area One); and

**WHEREAS**, the Board of the District has duly adopted Resolution Nos. 2021-09 and 2021-10 pursuant to Sections 170.03, 170.07 and 170.08, Florida Statutes, defining assessable property to be benefited by the Assessment Area Two Project (hereinafter defined), defining the portion of the Cost of the Assessment Area Two Project with respect to which Assessment Area Two Special Assessments (hereinafter defined) will be imposed and the manner in which such Assessment Area Two Special Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll calling for a public hearing of the District at which owners of property to be subject to the Assessment Area Two Special Assessments may be heard as to the propriety and advisability of undertaking the Assessment Area Two Project, as to the cost thereof, the manner of payment therefor, and the amount to be assessed against each property improved by the Assessment Area Two Project, and stating the intent of the District to issue the Assessment Area Two Bonds (as herein defined) secured by such Assessment Area Two Special Assessments to finance the costs of the acquisition and construction of a portion of the Assessment Area Two Project and the Board of the District has duly adopted Resolution No. 2022-02, following a public hearing conducted in accordance with the Act, to fix and establish the Assessment Area Two Special Assessments and the benefited property (collectively the "Assessment Resolution"); and

WHEREAS, pursuant to the Bond Resolution, as supplemented by District Resolution No. 2022-01, adopted by the Board on October 21, 2021, the District has authorized the issuance, sale and delivery of its \$ \_\_\_\_\_ Parrish Plantation Community Development District Special Assessment Revenue Bonds, Series 2022 (Assessment Area Two Project) (the "Assessment Area Two Bonds"), as a Series of Bonds under the Master Indenture and authorized the execution and delivery of this Second Supplemental Indenture (collectively with the Master Indenture, the "Indenture") to secure the issuance of the Assessment Area Two Bonds and to set forth the terms of the Assessment Area Two Bonds; and

WHEREAS, the District will apply the proceeds of the Assessment Area Two Bonds to: (i) finance the Cost of acquisition, construction, installation and equipping of a portion of the Assessment Area Two Project, which Assessment Area Two Project is further described in Exhibit C hereto (hereinafter, the "Assessment Area Two Project"); (ii) pay certain costs associated with the issuance of the Assessment Area Two Bonds; (iii) to pay a portion of the interest accruing on the Assessment Area Two Bonds and (iv) fund the Assessment Area Two Reserve Account as herein provided; and

WHEREAS, the execution and delivery of the Assessment Area Two Bonds and of this Second Supplemental Indenture have been duly authorized by the Board of the District and all things necessary to make the Assessment Area Two Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Second Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the Assessment Area Two Pledged Revenues (as hereinafter defined) have been done;

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS SECOND SUPPLEMENTAL TRUST INDENTURE WITNESSETH:**

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Assessment Area Two Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Assessment Area Two Bonds Outstanding from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Second Supplemental Indenture and in the Assessment Area Two Bonds: (a) has executed and delivered this Second Supplemental Indenture and (b) does hereby, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in interest the trusts under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture, all revenues derived by the District from the Special Assessments with respect to the Assessment Area Two Project (the "Assessment Area Two Special Assessments" as herein further defined) levied and imposed pursuant to the Assessment Proceedings as the same may be amended from time to time and all amounts in the Funds and Accounts (except for the Assessment Area Two Rebate Account and the Assessment

the use of such terms in the recitals hereto and the granting clauses hereof) unless (i) expressly given a different meaning herein or (ii) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

"Acquisition Agreement" shall mean any document, including any and all amendments thereto, pursuant to which the Landowners and/or the Development Manager conveys to the District any portion of the Assessment Area Two Project.

"Amortization Installments" shall mean the moneys required to be deposited in the Assessment Area Two Sinking Fund Account within the Debt Service Fund for the purpose of redeeming and paying when due any Term Bonds.

"Assessment Area Two Acquisition and Construction Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 401(a) of this Second Supplemental Indenture.

"Assessment Area Two Costs of Issuance Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 401(a) of this Second Supplemental Indenture.

"Assessment Area Two Interest Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 401(b) of this Second Supplemental Indenture.

"Assessment Area Two Optional Redemption Account" shall mean the Account so designated, established as a separate Account within the Bond Redemption Fund pursuant to Section 401(c) of this Second Supplemental Indenture.

"Assessment Area Two Prepayment Account" shall mean the Account so designated, established as a separate Account within the Bond Redemption Fund pursuant to Section 401(c) of this Second Supplemental Indenture.

"Assessment Area Two Rebate Account" shall mean the Account so designated, established pursuant to Section 407 of this Second Supplemental Indenture.

"Assessment Area Two Reserve Account Requirement" shall mean (i) an amount equal to the maximum annual debt service on the Assessment Area Two Bonds, determined initially on the date of issuance of the Assessment Area Two Bonds and (ii) upon satisfaction of the Reserve Account Release Conditions, an amount equal to fifty percent (50%) of the maximum annual Debt Service Requirement for the Assessment Area Two Bonds. Any amount in the Assessment Area Two Reserve Account may, upon final maturity or redemption of all Outstanding Assessment Area Two Bonds, be used to pay principal of and interest on the Assessment Area Two Bonds. The Assessment Area Two Reserve Account Requirement shall be re-calculated upon the payment of principal of the Assessment Area Two Bonds pursuant to extraordinary mandatory redemption (but not upon optional redemption or mandatory redemption to satisfy Amortization Installments) and any resulting excess shall be transferred as provided in Section 405. Any excess in the Assessment Area Two Reserve Account as a result of satisfaction of the Reserve Account Release

Area Two Cost of Issuance Account) established hereby (collectively, the "Assessment Area Two Pledged Revenues") which shall comprise the Assessment Area Two Pledged Revenues securing only the Assessment Area Two Bonds;

TO HAVE AND TO HOLD all the same by the Master Indenture granted, bargained, sold, conveyed, transferred, assigned and pledged, or agreed or intended so to be, to the Trustee and its successors in trust and to it and its assigns forever;

IN TRUST NEVERTHELESS, except as in each such case may otherwise be provided in the Master Indenture, upon the terms and trusts in the Master Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Assessment Area Two Bonds issued or to be issued under and secured by this Second Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any Assessment Area Two Bonds over any other Assessment Area Two Bonds by reason of priority in their issue, sale or execution;

PROVIDED HOWEVER, that if the District, its successors or assigns, shall well and duly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Assessment Area Two Bonds or any Assessment Area Two Bonds secured and Outstanding under this Second Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Assessment Area Two Bonds and this Second Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Second Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provision of the Master Indenture and this Second Supplemental Indenture, then upon such final payments, this Second Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Assessment Area Two Bonds or any Assessment Area Two Bonds of a particular maturity, otherwise this Second Supplemental Indenture shall remain in full force and effect;

THIS SECOND SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Assessment Area Two Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Master Indenture (except as amended directly or by implication by this Second Supplemental Indenture), including this Second Supplemental Indenture, expressed, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Assessment Area Two Bonds, as follows:

**ARTICLE I  
DEFINITIONS**

Section 101. Definitions. All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture are used with the same meaning herein (including

Conditions shall be deposited into the Assessment Area Two Acquisition and Construction Account. The District or the District Manager, on behalf of the District, shall provide written notice to the Trustee when the Reserve Account Release Conditions have been satisfied, upon which notice the Trustee may conclusively rely. The Assessment Area Two Reserve Account Requirement is initially \$ \_\_\_\_\_.

"Assessment Area Two Reserve Account" shall mean the Account established as a separate Account within the Debt Service Reserve Fund pursuant to Section 401(d) of this Second Supplemental Indenture.

"Assessment Area Two Revenue Account" shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 401(e) of this Second Supplemental Indenture.

"Assessment Area Two Sinking Fund Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 401(b) of this Second Supplemental Indenture.

"Assessment Area Two Special Assessments" shall mean the Special Assessments levied against properties within the District specially benefited by the Assessment Area Two Project all as described in the Assessment Proceedings.

"Assessment Interest" shall mean the interest on Assessment Area Two Special Assessments received by the District which is pledged to the Assessment Area Two Bonds, other than Delinquent Assessment Interest.

"Assessment Principal" shall mean the principal amount of Assessment Area Two Special Assessments received by the District which are pledged to the Assessment Area Two Bonds, other than Delinquent Assessment Principal and Prepayment Principal.

"Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Assessment Area Two Special Assessments, including the Assessment Resolution and any supplemental proceedings undertaken by the District with respect to the Assessment Area Two Special Assessments.

"Authorized Denomination" shall mean, with respect to the Assessment Area Two Bonds, on the date of issuance, in the denominations of \$5,000 and any integral multiple thereof, provided, however, if any initial Beneficial Owner of Assessment Area Two Bonds does not purchase at least \$100,000 of the Assessment Area Two Bonds at the time of initial delivery of the Assessment Area Two Bonds, such Beneficial Owner must execute and deliver to the District and the Underwriter on the date of delivery of the Assessment Area Two Bonds an investor letter in the form satisfactory to the District or otherwise establish to the satisfaction of the Underwriter that such Beneficial Owner is an "accredited investor," as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended.

"Beneficial Owner" shall mean the owners from time to time of the Assessment Area Two Bonds for federal income tax purposes.



"Bond Depository Participants" shall mean those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds Assessment Area Two Bonds as securities depository.

"Bond Depository" shall mean the securities depository existing from time to time under Section 201 hereof.

"Continuing Disclosure Agreement" means that certain Continuing Disclosure Agreement dated the date of issuance and delivery of the Assessment Area Two Bonds, among the District and the Landowners and joined in by the Trustee and the Dissemination Agent (as defined therein), as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Delinquent Assessment Interest" shall mean Assessment Interest deposited with the Trustee after the date on which such Assessment Interest has become due and payable in accordance with applicable law or proceedings of the District.

"Delinquent Assessment Principal" shall mean Assessment Principal deposited with the Trustee after the date on which such Assessment Principal has become due and payable in accordance with applicable law or proceedings of the District.

"Development Manager" shall mean HBWB Development Services, LLC, a Florida limited liability company.

"DTC" shall mean The Depository Trust Company, New York, New York, and its successors and assigns.

"Interest Payment Date" shall mean each May 1 and November 1, commencing November 1, 2022.

"Landowners" shall mean JEN Tampa 4, LLC, a Florida limited liability company, and Homes by West Bay, LLC, a Florida limited liability company.

"Majority Owners" shall mean the Beneficial Owners of more than fifty percent (50%) of the aggregate principal amount of the Assessment Area Two Bonds then Outstanding.

"Nominee" shall mean the nominee of the Bond Depository, which may be the Bond Depository, as determined from time to time pursuant to this Supplemental Indenture.

"Operation and Maintenance Assessments" shall mean non-ad valorem special assessments levied by the District pursuant to the Act and other applicable law on assessable District lands for the operation and maintenance of the Assessment Area Two Project and/or the operations of the District.

"Participating Underwriter" shall have the meaning ascribed to it in the Continuing Disclosure Agreement.

6

any Bond Depository Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Assessment Area Two Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Assessment Area Two Bonds is registered in the registration books kept by the Bond Registrar as the absolute owner of such Assessment Area Two Bonds for the purpose of payment of principal, premium and interest with respect to such Assessment Area Two Bonds, for the purpose of giving notices of redemption and other matters with respect to such Assessment Area Two Bonds, for the purpose of registering transfers with respect to such Assessment Area Two Bonds, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Assessment Area Two Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payment shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Assessment Area Two Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Assessment Area Two Bonds evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions therein with respect to Record Dates, the words "Cede & Co." in this Second Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC: (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Assessment Area Two Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the Assessment Area Two Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Assessment Area Two Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Beneficial Owners shall designate, in accordance with the provisions hereof.

Section 202. Terms of Assessment Area Two Bonds. The Assessment Area Two Bonds shall be issued as Term Bonds as set forth below and shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

- \$ \_\_\_\_\_, \_\_\_\_% Term Bond due May 1, 20\_\_
- \$ \_\_\_\_\_, \_\_\_\_% Term Bond due May 1, 20\_\_
- \$ \_\_\_\_\_, \_\_\_\_% Term Bond due May 1, 20\_\_
- \$ \_\_\_\_\_, \_\_\_\_% Term Bond due May 1, 20\_\_

8

"Prepayment Principal" shall mean the excess amount of Assessment Principal received by the District over the Assessment Principal then due, but shall not include Delinquent Assessment Principal. Prepayment Principal shall not include the proceeds of any refunding bonds.

"Quarterly Redemption Date" shall mean each February 1, May 1, August 1 and November 1.

"Reserve Account Release Conditions" shall mean (i) all of the single-family residential lots subject to the Assessment Area Two Special Assessments have closed with homebuilders; and (ii) no Event of Default has occurred and is continuing with respect to any Outstanding Assessment Area Two Bonds.

"Substantially Absorbed" means the date at least 90% of the principal portion of the Assessment Area Two Special Assessments have been assigned to residential units that have received certificates of occupancy.

"Term Bonds" shall mean the Assessment Area Two Bonds that mature on one date and that are subject to mandatory redemption from Amortization Installments.

## ARTICLE II AUTHORIZATION, ISSUANCE AND PROVISIONS OF ASSESSMENT AREA TWO BONDS

Section 201. Authorization of Assessment Area Two Bonds; Book-Entry Only Form. The Assessment Area Two Bonds are hereby authorized to be issued in the aggregate principal amount of \$ \_\_\_\_\_ for the purposes enumerated in the recitals hereto. The Assessment Area Two Bonds shall be substantially in the form set forth as **Exhibit B** to this Second Supplemental Indenture. Each Assessment Area Two Bond shall bear the designation "2022" and be numbered consecutively from 1 upwards.

The Assessment Area Two Bonds shall be initially issued in the form of a separate single certificated fully registered Assessment Area Two Bond for each maturity of Assessment Area Two Bonds and shall be numbered consecutively from R-1 and up. Upon initial issuance, the ownership of such Assessment Area Two Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of The Depository Trust Company, New York, New York ("DTC"), the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Assessment Area Two Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Assessment Area Two Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Depository Participant or to any Beneficial Owner. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Depository Participant with respect to any ownership interest in the Assessment Area Two Bonds, (ii) the delivery to any Bond Depository Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Assessment Area Two Bonds, including any notice of redemption, or (iii) the payment to

7

Section 203. Dating; Interest Accrual. Each Assessment Area Two Bonds shall be dated September [ ], 2022, upon initial issuance. Each Assessment Area Two Bonds shall also bear its date of authentication. Each Assessment Area Two Bonds shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Assessment Area Two Bonds has been paid, in which event such Assessment Area Two Bonds shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Assessment Area Two Bonds, in which event such Assessment Area Two Bonds shall bear interest from its date. Interest on the Assessment Area Two Bonds shall be due and payable on each May 1 and November 1, commencing November 1, 2022, and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 204. Denominations. The Assessment Area Two Bonds shall be issued in Authorized Denominations.

Section 205. Paying Agent. The District appoints the Trustee as Paying Agent for the Assessment Area Two Bonds.

Section 206. Bond Registrar. The District appoints the Trustee as Bond Registrar for the Assessment Area Two Bonds.

Section 207. Conditions Precedent to Issuance of Assessment Area Two Bonds. In addition to complying with the requirements set forth in Section 3.01 of the Master Indenture in connection with the issuance of the Assessment Area Two Bonds, all the Assessment Area Two Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Assessment Proceedings;
- (b) Executed originals of the Master Indenture and this Second Supplemental Indenture;
- (c) A Bond Counsel opinion addressed to the Trustee or with respect to which the Trustee has received a customary reliance letter substantially to the effect that: (i) the Indenture has been duly authorized and executed by the District and constitutes a valid and binding obligation of the District; (ii) the Assessment Area Two Bonds have been duly authorized, executed and delivered by the District and are valid and binding special obligations of the District, payable solely from the sources provided therefor in the Indenture; (iii) the interest on the Assessment Area Two Bonds is excludable from gross income for federal income tax purposes; and (iv) the Assessment Area Two Bonds and the interest paid thereon are exempt from all taxes imposed by the State of Florida except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes on corporations and other entities, as defined therein.
- (d) An opinion of Counsel to the District addressed to the Trustee substantially to the effect that: (i) the District has been duly established and validly exists as a community development district under the Act, (ii) the District has good right and lawful authority under the Act to undertake the Assessment Area Two Project being financed with the proceeds of the

9

Assessment Area Two Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to undertake the Assessment Area Two Project, (iii) all proceedings undertaken by the District with respect to the Assessment Area Two Special Assessments have been in accordance with Florida law, (iv) the District has taken all action necessary to levy and impose the Assessment Area Two Special Assessments, and (v) the Assessment Area Two Special Assessments are legal, valid and binding liens upon the property against which such Assessment Area Two Special Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid;

(e) A certificate of a Responsible Officer to the effect that, upon the authentication and delivery of the Assessment Area Two Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Second Supplemental Indenture;

(f) A certificate or certificates of the District's engineer certifying as to the accuracy of the information set forth in the District engineer's report regarding the Assessment Area Two Project; and

(g) A certified copy of the final judgment of validation together with a certificate of no appeal.

Delivery to the Trustee of the net proceeds from the issuance of the Assessment Area Two Bonds shall constitute conclusive proof of the delivery of the items described above to the satisfaction of the District and the underwriter of the Assessment Area Two Bonds.

Section 208. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provisions of the Indenture, failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may and, at the request of any Participating Underwriter (as defined in Rule 15c2-12 of the Securities and Exchange Commission) or the Holders of at least 25% aggregate principal amount of Outstanding Assessment Area Two Bonds, and receipt of indemnity satisfactory to the Trustee shall, or any such Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the District to comply with its obligations under this Section.

### ARTICLE III REDEMPTION AND PURCHASE OF ASSESSMENT AREA TWO BONDS

The Assessment Area Two Bonds are subject to redemption prior to maturity as provided in the form thereof set forth as Exhibit A to this Second Supplemental Indenture. Notice of redemption shall be given as provided in Section 8.02 of the Master Indenture.

10

(d) \$ \_\_\_\_\_ of the proceeds of the Assessment Area Two Bonds, consisting of the amount remaining after the deposits above, shall be deposited to the credit of the Assessment Area Two Acquisition and Construction Account of the Acquisition and Construction Fund.

#### Section 403. Assessment Area Two Acquisition and Construction Account.

(a) Amounts on deposit in the Assessment Area Two Acquisition and Construction Account shall be applied to pay the Costs of the Assessment Area Two Project upon presentation to the Trustee of a properly signed requisition in substantially the form of Exhibit B hereto.

(b) The District shall not declare that the Completion Date of the Assessment Area Two Project has occurred until after the Reserve Account Release Conditions have been satisfied, and all moneys transferred from the Assessment Area Two Reserve Account to the Assessment Area Two Acquisition and Construction Account have been expended or the Consulting Engineer has certified in writing to the District and the Trustee that such amount is in excess of what is needed to complete the Assessment Area Two Project. The Trustee shall have no obligation to inquire if the Reserve Account Release Conditions have occurred and, in the absence of notice from the District, the Trustee may assume that the Reserve Account Release Conditions have not occurred.

(c) Any balance remaining in the Assessment Area Two Acquisition and Construction Account after the Completion Date of the Assessment Area Two Project and after retaining the amount, if any, of all remaining unpaid Costs of the Assessment Area Two Project set forth in the Engineers' Certificate establishing such Completion Date, shall be deposited in the Assessment Area Two Prepayment Account in the Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Assessment Area Two Bonds in the manner prescribed in the Assessment Area Two Bonds. At such time as there are no amounts on deposit in the Assessment Area Two Acquisition and Construction Account such account shall be closed. No such transfer to the Assessment Area Two Prepayment Account shall be made if on the date of such proposed transfer the Trustee has actual knowledge that an Event of Default exists until such Event of Default no longer exists or is waived or the Trustee is directed by the Majority Owners to otherwise apply such moneys.

(d) In accordance with the provisions of the Indenture, the Assessment Area Two Bonds are payable solely from the Assessment Area Two Pledged Revenues. The District hereby acknowledges that (i) the Assessment Area Two Pledged Revenues include, without limitation, all amounts on deposit in the Assessment Area Two Acquisition and Construction Account then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Assessment Area Two Bonds, the Assessment Area Two Pledged Revenues may not be used by the District (whether to pay costs of the Assessment Area Two Project or otherwise) without the consent of the Majority Owners and (iii) the Assessment Area Two Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District shall not enter into any binding agreement with respect to the Assessment Area Two Project after the occurrence of an Event of Default unless authorized in writing by the Majority Owners.

12

### ARTICLE IV

#### DEPOSIT OF ASSESSMENT AREA TWO BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

##### Section 401. Establishment of Accounts.

(a) There are hereby established within the Acquisition and Construction Fund held by the Trustee the following accounts:

(i) an Assessment Area Two Acquisition and Construction Account;

and

(ii) an Assessment Area Two Costs of Issuance Account;

(b) There are hereby established within the Debt Service Fund held by the Trustee an Assessment Area Two Sinking Fund Account, and an Assessment Area Two Interest Account;

(c) There is hereby established within the Bond Redemption Fund held by the Trustee an Assessment Area Two Prepayment Account and an Assessment Area Two Optional Redemption Account;

(d) There is hereby established within the Debt Service Reserve Fund held by the Trustee an Assessment Area Two Reserve Account, which account shall be held for the benefit of all of the Assessment Area Two Bonds without distinction as to Assessment Area Two Bonds and without privilege or priority of one Assessment Area Two Bonds over another; and

(e) There is hereby established within the Revenue Fund held by the Trustee an Assessment Area Two Revenue Account

Section 402. Use of Assessment Area Two Bond Proceeds. Following the Trustee's receipt of the items set forth in Section 3.01 of the Master Indenture and Section 207 hereof; the net proceeds of sale of the Assessment Area Two Bonds, \$ \_\_\_\_\_ (face amount of Assessment Area Two Bonds less underwriter's discount of \$ \_\_\_\_\_ and plus original issue premium of \$ \_\_\_\_\_) shall be delivered to the Trustee by the District and be applied as follows:

(a) \$ \_\_\_\_\_, representing the Assessment Area Two Reserve Account Requirement, shall be deposited to the Assessment Area Two Reserve Account;

(b) \$ \_\_\_\_\_, representing costs of issuance relating to the Assessment Area Two Bonds, shall be deposited to the credit of the Assessment Area Two Costs of Issuance Account;

(c) \$ \_\_\_\_\_, shall be deposited to the Assessment Area Two Interest Account; and

11

During the continuance of an Event of Default specified in Subsections 10.02(a) or 10.02(b) of the Master Indenture (a "Payment Related Default"), disbursements from the Assessment Area Two Acquisition and Construction Account shall be made only with the consent of the Majority Owners, except as provided below. During the continuance of a Payment Related Default, the Majority Owners shall have the right to provide direction to the District to terminate, suspend, or proceed under any contracts for construction of the Assessment Area Two Project entered into prior to the occurrence of such Payment Related Default. The Majority Owners may provide such direction at any time during the continuance of such Payment Related Default and shall not be deemed to have waived their right to do so through inaction or delay and may change such direction from time to time.

(i) Until such time as the Majority Owners provide such direction to the District, disbursements may be made without the consent of the Majority Owners for Costs incurred by the District under construction contracts entered into by the District prior to the occurrence of such Payment Related Default.

(ii) Upon direction by the Majority Owners to proceed under any such contract(s), no consent of the Majority Owners shall be required for disbursements for Costs incurred by the District thereunder until the date of suspension or termination of such contract directed by the Majority Owners described in subparagraph (iii) below.

(iii) Upon direction by the Majority Owners to suspend or terminate such construction contract(s), disbursements for Costs incurred by the District thereunder shall only be made (x) for disbursements for Costs incurred by the District under construction contracts entered into by the District prior to the occurrence of such Payment Related Default and which Costs relate to work performed before the earliest date on which the District is entitled to suspend or terminate such construction contract at the direction of the Majority Owners, or (y) with the consent of the Majority Owners.

Notwithstanding anything to the contrary contained herein, during the continuance of a Payment Related Default, the consent of the Majority Owners shall be required for disbursements for Costs under contracts for the acquisition of Assessment Area Two Project improvements from the Landowners, the Development Manager or their respective affiliates.

Section 404. Costs of Issuance Account. There shall be deposited in the Assessment Area Two Costs of Issuance Account \$ \_\_\_\_\_ which shall, at the written direction to the Trustee of a Responsible Officer of the District, be used to pay the costs of issuance relating to the Assessment Area Two Bonds. Any amounts on deposit in the Assessment Area Two Costs of Issuance Account one hundred eighty (180) days after the date of initial delivery of the Assessment Area Two Bonds, for which the District has not provided a written direction for payment, shall be transferred over and deposited into the Assessment Area Two Acquisition and Construction Account and used for the purposes permitted therefor and the Assessment Area Two Cost of Issuance Account shall be closed.

13

Section 405. Assessment Area Two Reserve Account.

(a) Amounts on deposit in the Assessment Area Two Reserve Account except as provided elsewhere in the Master Indenture or in this Second Supplemental Indenture shall be used only for the purpose of making payments into the Assessment Area Two Interest Account and the Assessment Area Two Sinking Fund Account to pay principal and interest on the Assessment Area Two Bonds when due, without distinction as to Assessment Area Two Bonds and without privilege or priority of one Assessment Area Two Bonds over another, when the moneys on deposit in such Accounts and available therefor are insufficient. Whenever, for any reason, on an Interest Payment Date, principal payment date or mandatory redemption date, the amount in the Assessment Area Two Interest Account or the Assessment Area Two Sinking Fund Account, as the case may be, is insufficient to pay all amounts payable on the Assessment Area Two Bonds therefrom on such payment dates, the Trustee shall, without further instructions, but subject to contrary direction by the Majority Owners of the Assessment Area Two Bonds, transfer the amount of any such deficiency from the Assessment Area Two Reserve Account into the Assessment Area Two Interest Account and the Assessment Area Two Sinking Fund Account, as the case may be, with priority to the Assessment Area Two Interest Account and then to the Assessment Area Two Sinking Fund Account, to be applied to pay the Assessment Area Two Bonds.

(b) The Trustee, on or before the forty-fifth day (or if such day is not a Business Day, on the Business Day next preceding such day) next preceding each Quarterly Redemption Date, after taking into account all payments and transfers made as of such date, shall compute the value of the Assessment Area Two Reserve Account and shall promptly notify the District of the amount of any deficiency or surplus as of such date in such account. The District shall immediately pay the amount of any deficiency to the Trustee, for deposit in the Assessment Area Two Reserve Account, from the first legally available sources of the District. Any surplus in the Assessment Area Two Reserve Account shall be deposited into the Assessment Area Two Prepayment Account and applied to the extraordinary mandatory redemption of Assessment Area Two Bonds in accordance with the provisions thereof set forth in the form of the Assessment Area Two Bonds in Exhibit A hereto; provided, however, that any surplus resulting from (i) investment earnings, (ii) the occurrence of the Reserve Account Release Conditions, or (iii) optional prepayment of an Assessment Area Two Special Assessment by the owner of a lot or parcel shall in each case be applied as set forth below.

(i) All earnings on investments in the Assessment Area Two Reserve Account shall be deposited to the Assessment Area Two Revenue Account, provided that no deficiency exists in the Assessment Area Two Reserve Account. Notwithstanding the foregoing, prior to the Date of Completion of the Assessment Area Two Project, earnings shall be deposited to the Assessment Area Two Acquisition and Construction Account if a deficiency does not exist. If a deficiency exists in the Assessment Area Two Reserve Account, such earnings shall remain on deposit in the Assessment Area Two Reserve Account until the deficiency is cured. The Assessment Area Two Reserve Account shall consist only of cash and Investment Securities.

(ii) Any excess in the Assessment Area Two Reserve Account as a result of satisfaction of the Reserve Account Release Conditions shall be deposited into the

14

The Trustee is not responsible to verify if any payment is Prepayment Principal and may conclusively rely as accurate upon the classification of the District as Prepayment Principal and in the absence of such notification will conclude that such payment is not Prepayment Principal.

Section 407. Tax Covenants and Rebate Account. The District shall comply with the Arbitrage Certificate (including deposits to and payments from the Assessment Area Two Rebate Account hereby established) included as part of the closing transcript for the Assessment Area Two Bonds, as amended and supplemented from time to time in accordance with its terms. Amounts in the Assessment Area Two Rebate Account hereby established shall be directed by the District for investment only in Government Obligations. To the extent any amounts in the Assessment Area Two Rebate Account are not needed to comply with the Arbitrage Certificate, such amounts shall be transferred as directed by the District to any other fund or account created hereunder.

Notwithstanding anything to the contrary contained in the Master Indenture, the District covenants with the holders of the Assessment Area Two Bonds that it shall comply with the requirements of Code necessary to maintain the exclusion of interest on the Assessment Area Two Bonds from gross income for purposes of federal income taxation, including the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code, and, in particular, that it shall not make or direct the making of any investment or other use of proceeds of such Assessment Area Two Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause the interest on such Assessment Area Two Bonds to be or become subject to federal income taxation, nor shall it fail to do any act which is necessary to prevent such interest from becoming subject to federal income taxation. The District further covenants that neither the District nor any other person under its control or direction will make any investment or other use of the proceeds of the Assessment Area Two Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause the Assessment Area Two Bonds to be "private activity bonds" as that term is defined in Section 141 of the Code (or any successor provision thereto), or "arbitrage bonds" as that term is defined in Section 148 of the Code (or any successor provision thereto) and that it will comply with such sections of the Code throughout the term of the Assessment Area Two Bonds.

Section 408. Establishment of Assessment Area Two Revenue Account in Revenue Fund; Application of Assessment Area Two Accounts and Investment Earnings.

(a) Except as otherwise provided herein, amounts on deposit in the Assessment Area Two Revenue Account shall be applied in accordance with Section 6.03 of the Master Indenture. Except as otherwise provided herein, the Assessment Area Two Special Assessments will be collected as provided in Section 9.04 of the Master Indenture. Following an Event of Default, the Majority Owners may direct the District as to the collection method for the Assessment Area Two Special Assessments provided such method complies with Florida law. The District covenants to assess, levy, and enforce the payment of the Assessment Area Two Special Assessments at times and in amounts as shall be necessary in order to pay, when due, Debt Service Requirements on the Assessment Area Two Bonds and to pay or cause to be paid the proceeds of such Assessment Area Two Special Assessments as received to the Trustee for deposit to the Assessment Area Two Revenue Account.

16

Assessment Area Two Acquisition and Construction Account. The District, or the District Manager on behalf of the District, shall provide written notice to the Trustee when the Reserve Account Release Conditions have been satisfied, upon which notice the Trustee may conclusively rely.

(iii) In the event that the amount on deposit in the Assessment Area Two Reserve Account exceeds the Assessment Area Two Reserve Account Requirement due to a decrease in the amount of Assessment Area Two Bonds that will be Outstanding as a result of an optional Prepayment or a mandatory true-up payment by the owner of a lot or parcel of land of an Assessment Area Two Special Assessment against such lot or parcel, the amount to be released shall be transferred from the Assessment Area Two Reserve Account to the Assessment Area Two Prepayment Account as a credit against the Prepayment Principal otherwise required to be made by the owner of such lot or parcel.

On any date the District receives notice from the District Manager that a landowner wishes to prepay its Assessment Area Two Special Assessments or is required to make a mandatory true-up payment, the District shall, or shall cause the District Manager on behalf of the District to, calculate the principal amount of such Prepayment, taking into account a credit against the amount of Prepayment Principal due in the amount of the surplus in the Assessment Area Two Reserve Account above the Assessment Area Two Reserve Requirement as a result of the proposed Prepayment. Such surplus shall be transferred to the Assessment Area Two Prepayment Account upon such Prepayment. The District Manager, on behalf of the Issuer, shall make such calculation within ten (10) Business Days after such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the landowner from the Assessment Area Two Reserve Account to be used for the extraordinary mandatory redemption of the Assessment Area Two Bonds in accordance herewith. The Trustee is authorized to make such transfers and has no duty to verify such calculations.

(c) Notwithstanding the foregoing, on the earliest date on which there are sufficient monies on deposit in the Assessment Area Two Reserve Account, taking into account other monies available therefor, to pay and redeem all of the Outstanding Assessment Area Two Bonds, together with accrued interest on such Assessment Area Two Bonds, to the earliest date of redemption, then the Trustee shall transfer to the Assessment Area Two Prepayment Account the amount on deposit in the Assessment Area Two Reserve Account to pay and redeem all of the Outstanding Assessment Area Two Bonds on the earliest such date.

Section 406. Application of Prepayment Principal: Assessment Area Two Prepayment Account. All Prepayment Principal shall upon receipt by the Trustee be deposited to the Assessment Area Two Prepayment Account. At the time the District deposits Prepayment Principal with the Trustee it shall notify the Trustee in writing as to the amount of Prepayment Principal. Amounts on deposit in the Assessment Area Two Prepayment Account shall be applied to the extraordinary mandatory redemption of the Assessment Area Two Bonds in the manner prescribed in the Assessment Area Two Bonds.

15

(b) Upon deposit of the revenues from the Assessment Area Two Special Assessments including the interest thereon with the Trustee, the District shall provide the Trustee a written accounting setting forth the amounts of such Assessment Area Two Special Assessments in the following categories which shall be deposited by the Trustee into the Funds and Accounts established hereunder as follows:

(i) Assessment Interest which shall be deposited into the Assessment Area Two Interest Account;

(ii) Assessment Principal, which shall be deposited into the Assessment Area Two Sinking Fund Account;

(iii) Prepayment Principal which shall be deposited into the Assessment Area Two Prepayment Account;

(iv) Delinquent Assessment Principal shall first be applied to restore the amount of any withdrawal from the Assessment Area Two Reserve Account to pay the principal of Assessment Area Two Bonds, to the extent that less than the Assessment Area Two Reserve Account Requirement is on deposit in the Assessment Area Two Reserve Account, and, the balance, if any, shall be deposited into the Assessment Area Two Sinking Fund Account;

(v) Delinquent Assessment Interest shall first be applied to restore the amount of any withdrawal from the Assessment Area Two Reserve Account to pay the interest of Assessment Area Two Bonds to the extent that less than the Assessment Area Two Reserve Account Requirement is on deposit in an Assessment Area Two Reserve Account, and, the balance, if any, shall be deposited into the Assessment Area Two Interest Account;

(vi) The balance shall be deposited in the Assessment Area Two Revenue Account.

(c) On each February 1, May 1, August 1 and November 1 (or if such Day is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Assessment Area Two Prepayment Account and, if the balance therein is greater than zero, shall transfer, but only after transferring sufficient amounts as directed by the District from the Assessment Area Two Revenue Account to pay amounts due on the next Interest Payment Date from the Assessment Area Two Revenue Account for deposit into such Prepayment Account, an amount sufficient to increase the amount on deposit therein to the next integral multiple of \$5,000, and, shall thereupon give notice and cause the extraordinary mandatory redemption of Assessment Area Two Bonds on the next succeeding Quarterly Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in such Prepayment Account in accordance with the provisions for extraordinary redemption of Assessment Area Two Bonds. All interest due in regard to such prepayments shall be paid from the Assessment Area Two Interest Account or, if insufficient amounts are on deposit in the Assessment Area Two Interest Account to pay such interest, then from the Assessment Area Two Revenue Account.

17

(d) Anything herein or in the Master Indenture to the contrary, on each May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall transfer from amounts on deposit in the Assessment Area Two Revenue Account to the Funds and Accounts designated below, the following amounts in the following order of priority:

FIRST, to the Assessment Area Two Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on all Assessment Area Two Bonds then Outstanding on such May 1 or November 1, less any other amount already on deposit in the Assessment Area Two Interest Account not previously credited;

SECOND, beginning on May 1, [20\_\_], and no later than the Business Day next preceding each May 1 thereafter while Assessment Area Two Bonds remain Outstanding, to the Assessment Area Two Sinking Fund Account, an amount equal to the Amortization Installment on the Assessment Area Two Bonds due on such May 1 or the principal maturing on such May 1, less any amount on deposit in the Assessment Area Two Sinking Fund Account not previously credited;

THIRD, to the Assessment Area Two Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Assessment Area Two Reserve Account Requirement with respect to the Assessment Area Two Bonds;

FOURTH, notwithstanding the foregoing, at any time the Assessment Area Two Bonds are subject to redemption on a date which is not a May 1 or November 1, the Trustee shall be authorized to transfer to the Assessment Area Two Interest Account the amount necessary to pay interest on the Assessment Area Two Bonds subject to redemption on such date; and

FIFTH, the balance shall be retained in the Assessment Area Two Revenue Account.

Anything herein to the contrary notwithstanding, it shall not constitute an Event of Default hereunder if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefor; provided, however, that nothing in this paragraph is meant to change what are otherwise Events of Default as provided for in Article X of the Master Trust Indenture and Section 606 herein.

(e) On any date required by the Arbitrage Certificate, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Assessment Area Two Revenue Account to the Assessment Area Two Rebate Account established for the Assessment Area Two Bonds in the Rebate Fund the amount due and owing to the United States, which amount shall be paid, to the United States, when due, in accordance with such Arbitrage Certificate. To the extent insufficient moneys are on deposit in the Assessment Area Two Revenue Account to make the transfer provided for in the immediately preceding sentence the District shall deposit with the Trustee from available moneys of the District the amount of any such insufficiency.

(f) Anything herein or in the Master Indenture to the contrary notwithstanding, amounts on deposit in all of the Funds and Accounts held as security for the Assessment Area Two Bonds shall be invested only in Investment Securities, and further, earnings on investments in the Assessment Area Two Acquisition and Construction Account and the Assessment Area Two Cost

18

when due. The District also agrees that it shall not amend the Report in any material manner without the written consent of the Majority Owners.

The District shall directly collect the Assessment Area Two Special Assessments in lieu of the Uniform Method with respect to any assessable lands until such time as such lots are platted, unless the District Manager is directed otherwise by Majority Owners.

Section 603. Limitation on Additional Debt. Other than Bonds issued to refund a portion of Outstanding Assessment Area Two Bonds, the issuance of which as determined by the District results in present value debt service savings, the District shall not, while any Assessment Area Two Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Assessment Area Two Pledged Revenues. In addition, the District covenants not to issue any other Bonds or other debt obligations secured by Special Assessments on assessable lands which are also encumbered by the Assessment Area Two Special Assessments for any capital project unless the Assessment Area Two Special Assessments have been Substantially Absorbed or the Majority Owners have consented in writing to the issuance of such Bonds or other debt obligations; provided, however, that the foregoing covenant shall not preclude the imposition of Special Assessments on property subject to the Assessment Area Two Special Assessments that are necessary for health, safety, and welfare reasons or to remediate a natural disaster, as determined by the District. The District may issue Bonds or other debt obligations secured by Special Assessments on assessable lands not encumbered by the Assessment Area Two Special Assessments without limitation except as limited by the documents pursuant to which such Bonds or debt are issued. The Trustee and the District may rely on a certificate from the District Manager regarding such status of Substantial Absorption of the Assessment Area Two Special Assessments and in the absence of receipt of such certificate, may assume Substantial Absorption has not occurred.

Section 604. Additional Matters Relating to Delinquent Assessments.

(a) Notwithstanding anything herein or in the Master Indenture to the contrary, the following provisions shall apply with respect to the Assessment Area Two Special Assessments and Assessment Area Two Bonds: If any property shall be offered for sale for the nonpayment of any Assessment Area Two Special Assessments, and no person or persons shall purchase such property for an amount equal to the full amount due on the Assessment Area Two Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the District, after receiving the written consent of the Trustee, acting at the direction of the Majority Owners of the Assessment Area Two Bonds Outstanding, specifying whether the District is to take title to the property in its corporate name or in the name of a special purpose entity, may purchase the property for an amount approved by the Majority Owners (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special-purpose entity title to the property for the benefit of the Owners of the Assessment Area Two Bonds, provided that the Trustee shall have the right, acting at the direction of the Majority Owners, but shall not be obligated, to direct the District with respect to any action taken pursuant to this Section. The District, either through its own actions, or actions caused to be taken by the District through the Trustee, shall have the power to and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Assessment Area Two Revenue Account. The District, either through its own actions, or actions

20

of Issuance Account shall be retained as realized, in such Accounts and used for the purpose of such Accounts. Earnings on investments in the Assessment Area Two Revenue Account, Assessment Area Two Sinking Fund Account, the Assessment Area Two Interest Account and the Assessment Area Two Prepayment Account and the Assessment Area Two Optional Redemption Account in the Bond Redemption Fund shall be deposited, as realized, to the credit of the Assessment Area Two Revenue Account and used for the purpose of such Account.

Earnings on investments in the Assessment Area Two Reserve Account shall be disposed of as provided in Section 405 hereof.

#### ARTICLE V CONCERNING THE TRUSTEE

Section 501. Acceptance by Trustee. The Trustee accepts the trusts declared and provided in this Second Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth in the Master Indenture as modified by this Second Supplemental Indenture.

Section 502. Limitation of Trustee's Responsibility. The Trustee shall not be responsible in any manner for the due execution of this Second Supplemental Indenture by the District or for the recitals contained herein, all of which are made solely by the District.

Section 503. Trustee's Duties. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article XI thereof, all of which shall apply to the actions of the Trustee under this Second Supplemental Indenture.

#### ARTICLE VI MISCELLANEOUS

Section 601. Confirmation of Master Indenture. As supplemented by this Second Supplemental Indenture, the Master Indenture is in all respect ratified and confirmed, and this Second Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Second Supplemental Indenture and to the Assessment Area Two Bonds issued hereunder. To the extent of any conflicts between the terms and provisions of the Master Indenture and this Second Supplemental Indenture the terms and provisions hereof shall control.

Section 602. Additional Covenant Regarding Assessment Area Two Special Assessments. In addition, and not in limitation of, the covenants contained elsewhere in this Second Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Assessment Area Two Special Assessments, including the assessment methodology, prepared by District Management Services, LLC d/b/a Meritus Districts (the "Report"), and to levy the Assessment Area Two Special Assessments and any required true up payments as set forth in the Report, in such manner as will generate funds sufficient to pay the principal of and interest on the Assessment Area Two Bonds,

19

caused to be taken by the District through the Trustee, agrees that it shall, after being provided assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the Owners of the Assessment Area Two Bonds within sixty (60) days after the receipt of the request therefore signed by the Trustee, acting at the direction of the Majority Owners of the Assessment Area Two Bonds Outstanding. The District may pay costs associated with any actions taken by the District pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture, provided such action does not adversely impact the tax-exempt status of the interest on the Assessment Area Two Bonds.

(b) Notwithstanding anything to the contrary herein or in the Master Indenture, the District acknowledges and agrees that (i) upon failure of any property owner to pay when due any installment of Assessment Area Two Special Assessments that are billed directly by the District, that the entire Assessment Area Two Special Assessments levied on the property for which such installment of Assessment Area Two Special Assessments is due and unpaid, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and, with the written consent of the Trustee, acting at the direction of the Majority Owners of the Assessment Area Two Bonds Outstanding, the District shall promptly, but in any event within ninety (90) days of the receipt of such consent, cause to be brought the necessary legal proceedings for the foreclosure of liens of the delinquent Assessment Area Two Special Assessments, including interest and penalties and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

Section 605. Additional Matters Relating to Assessment Area Two Special Assessments and Assessment Proceedings. The District covenants and agrees that upon the occurrence and continuance of an Event of Default with respect to the Assessment Area Two Bonds, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of delinquent Assessment Area Two Special Assessments that are directly billed and collected by the District, as well as delinquent direct billed Operation and Maintenance Assessments, and the provisions for the foreclosure of liens of delinquent Assessment Area Two Special Assessments that are directly billed and collected by the District, as well as delinquent direct billed Operation and Maintenance Assessments, all in a manner consistent with the Master Indenture and this Second Supplemental Indenture. All Assessment Area Two Special Assessments that are billed and collected directly by the District shall be due and payable no later than thirty (30) days prior to each Interest Payment Date and shall become delinquent thereafter.

Section 606. Additional Matters Relating to Events of Default.

In addition to the events set forth in Section 10.02 of the Master Indenture, each of the following events shall be an Event of Default with respect to the Assessment Area Two Bonds, notwithstanding anything to the contrary in the Master Indenture:

(a) If at any time the amount in the Assessment Area Two Reserve Account is less than the Assessment Area Two Reserve Account Requirement as a result of the Trustee withdrawing an amount therefrom to pay debt service on the Assessment Area Two Bonds and such amount has not been restored within ninety (90) days of such withdrawal; and

21

(b) More than fifteen percent (15%) of the Operation and Maintenance Assessments that are directly billed by the District and levied by the District on tax parcels subject to the Assessment Area Two Special Assessments are not paid by the date such are due and payable and such default continues for sixty (60) days after the date when due.

Section 607. Provisions relating to Bankruptcy or Insolvency of Landowner.

(a) The provisions of this Section 607 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to at least three percent (3%) of the Assessment Area Two Special Assessments pledged to the Assessment Area Two Bonds Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding").

(b) The District acknowledges and agrees that, although the Assessment Area Two Bonds were issued by the District, the Owners of the Assessment Area Two Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

(i) the District hereby agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Assessment Area Two Bonds Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceedings or in any action related to a Proceeding that affects, either directly or indirectly, the Assessment Area Two Special Assessments relating to the Outstanding Assessment Area Two Bonds or any rights of the Trustee under the Indenture (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Assessment Area Two Bonds Outstanding, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following receipt by the Trustee of the written request for consent);

(ii) the District hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Assessment Area Two Special Assessments relating to the Assessment Area Two Bonds Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(iii) the District hereby agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Assessment Area Two Bonds Outstanding, to the proposed action if the District does not receive a written

response from the Trustee within thirty (30) days following receipt by the Trustee of the written request for consent);

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Assessment Area Two Special Assessments relating to the Assessment Area Two Bonds Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Assessment Area Two Special Assessments relating to the Assessment Area Two Bonds Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) The District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceedings or take any other action in such Proceedings, which is adverse to Trustee's enforcement or the District's claim and rights with respect to the Assessment Area Two Special Assessments relating to the Assessment Area Two Bonds Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Assessment Area Two Special Assessments pledged to the Assessment Area Two Bonds Outstanding, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

(c) Notwithstanding the provisions of the immediately preceding paragraphs, nothing in this Section shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Operation and Maintenance Assessments, and the District shall be free to pursue such claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for Operation and Maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Assessment Area Two Special Assessments relating to the Assessment Area Two Bonds Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (b)(iv) or (b)(v) above.

Section 608. Third Party Beneficiaries. This Second Supplemental Indenture shall inure solely to the benefit of the District, the Trustee and the Holders from time to time of the Assessment Area Two Bonds, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT has caused these presents to be signed in its name and on its behalf by its Chairman, and its official seal to be hereunto affixed and attested by its Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized signatory.

**PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT**

[SEAL]

By: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

By: \_\_\_\_\_  
Secretary

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee**

By: \_\_\_\_\_  
Vice President

**EXHIBIT A**

No. 2022R- \_\_\_\_\_ \$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF FLORIDA  
PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2022  
(ASSESSMENT AREA TWO PROJECT)

Interest Rate	Maturity Date	Dated Date	CUSIP
____%	May 1, _____	_____, 2022	_____

Registered Owner: CEDE & CO.

Principal Amount: \_\_\_\_\_ MILLION \_\_\_\_\_ HUNDRED \_\_\_\_\_ THOUSAND AND NO/100 DOLLARS

THE PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT HAS ESTABLISHED A BOOK ENTRY SYSTEM OF REGISTRATION FOR THIS ASSESSMENT AREA TWO BOND. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THE INDENTURE, CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), WILL BE THE REGISTERED OWNER AND WILL HOLD THIS ASSESSMENT AREA TWO BOND ON BEHALF OF EACH BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY OR TRANSFER, EACH BENEFICIAL OWNER OF THIS ASSESSMENT AREA TWO BOND SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS ASSESSMENT AREA TWO BOND, MAY BE TREATED AS THE OWNER OF IT FOR ALL PURPOSES.

UNLESS THIS ASSESSMENT AREA TWO BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, WITH RESPECT TO ANY ASSESSMENT AREA TWO BOND REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT, a community development district duly created and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the Registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Assessment Area Two Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture mentioned

hereinafter) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the Outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or if no interest has been paid, from the Dated Date shown above, on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on November 1, 2022, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the Registered Owner hereof at the close of business on the regular record date for such interest, which shall be the first (1st) day of the calendar month next preceding such Interest Payment Date; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) and/or (b) of Section 10.02 of the Master Indenture, the payment of interest and principal or Redemption Price shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the Registered Owner of this Assessment Area Two Bond. Any payment of principal, or Redemption Price or interest shall be made only in accordance with standard DTC practices. Interest on this Bond will be computed on the basis of a 360-day year of twelve 30 day months.

This Bond is one of a duly authorized issue of bonds of the District designated "Special Assessment Revenue Bonds, Series 2022" (Assessment Area Two Project) (the "Assessment Area Two Bonds") issuable under and governed by the terms of a Master Trust Indenture, dated as of February 1, 2021 (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association as trustee (the "Trustee"), as supplemented by a Second Supplemental Trust Indenture, dated as of [September 1, 2022] (the "Supplemental Indenture"), between the District and the Trustee (the Master Indenture as supplemented by the Supplemental Indenture is hereafter referred to as the "Indenture"). The Assessment Area Two Bonds are issued in an aggregate principal amount of \$ \_\_\_\_\_ for the purposes of (i) financing the Cost of acquiring, constructing and equipping certain assessable improvements (the "Assessment Area Two Project"); (ii) paying certain costs associated with the issuance of the Assessment Area Two Bonds; (iii) to pay a portion of the interest accruing on the Assessment Area Two Bonds and (iv) making a deposit into the Assessment Area Two Reserve Account for the benefit of all of the Assessment Area Two Bonds.

NEITHER THE ASSESSMENT AREA TWO BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE ASSESSMENT AREA TWO BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR

A-2

Assessment Area Two Bond on behalf of the Beneficial Owner hereof. By acceptance of a confirmation of purchase, delivery or transfer, the Beneficial Owner of this Assessment Area Two Bond shall be deemed to have agreed to such arrangement.

Optional Redemption

The Assessment Area Two Bonds are subject to redemption at the option of the District prior to maturity, in whole or in part, on any date on or after May 1, 20\_\_ at the Redemption Price of 100% of the principal amount to be redeemed plus accrued interest to the redemption date.

Mandatory Redemption

The Assessment Area Two Bonds maturing May 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Assessment Area Two Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u> \$
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\*Maturity

The Assessment Area Two Bonds maturing May 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Assessment Area Two Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u> \$
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\*Maturity

A-4

GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE ASSESSMENT AREA TWO BONDS, RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE ASSESSMENT AREA TWO BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE ASSESSMENT AREA TWO PLEDGED REVENUES PLEDGED TO THE ASSESSMENT AREA TWO BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

This Assessment Area Two Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the designated office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Assessment Area Two Bonds, the collection, receipt and disposition of revenues and the funds charged with and pledged to the payment of the principal, and Redemption Price of, and the interest on, the Assessment Area Two Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of the Assessment Area Two Pledged Revenues (as defined in the Indenture), the terms and conditions under which the Assessment Area Two Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Registered Owners and Beneficial Owners of the Assessment Area Two Bonds, and, by the acceptance of this Assessment Area Two Bond, the Registered Owner and Beneficial Owners hereof assent to all of the provisions of the Indenture. Terms not otherwise defined herein shall have the meaning ascribed to them in the Indenture. The Assessment Area Two Bonds are equally and ratably secured by the Assessment Area Two Pledged Revenues, without preference or priority of one Assessment Area Two Bonds over another.

The Assessment Area Two Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"). This Assessment Area Two Bond is transferable by the Registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee as Bond Registrar (the "Bond Registrar"), upon surrender of this Assessment Area Two Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Assessment Area Two Bond or Assessment Area Two Bonds, in the same aggregate principal amount and of the same maturity as the Assessment Area Two Bond or Assessment Area Two Bonds transferred, will be issued to the transferee. At the designated corporate trust office of the Bond Registrar in the manner and subject to the limitations and conditions provided in the Indenture and without cost, except for any tax or other governmental charge, Assessment Area Two Bonds may be exchanged for an equal aggregate principal amount of Assessment Area Two Bonds of the same maturity, in Authorized Denominations and bearing interest at the same rate or rates.

The District has established a book-entry system of registration for the Assessment Area Two Bonds. Except as specifically provided otherwise in the Indenture, an agent will hold this

A-3

The Assessment Area Two Bonds maturing May 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Assessment Area Two Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u> \$
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\*Maturity

The Assessment Area Two Bonds maturing May 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Assessment Area Two Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u> \$
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\*Maturity

A-5

Any Assessment Area Two Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Assessment Area Two Bonds.

Upon redemption or purchase of the Assessment Area Two Bonds (other than redemption in accordance with scheduled Amortization Installments), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so that debt service on the Assessment Area Two Bonds is amortized in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Assessment Area Two Bonds.

Extraordinary Mandatory Redemption

The Assessment Area Two Bonds are subject to extraordinary mandatory redemption prior to scheduled maturity, in whole on any date or in part on any Quarterly Redemption Date, and if in part on a pro rata basis calculated by the District determined by the ratio of the Outstanding principal amount of each maturity of the Assessment Area Two Bonds treating for such purposes each Amortization Installment as a maturity divided by the aggregate principal amount of Outstanding Assessment Area Two Bonds and as otherwise provided in the Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the Quarterly Redemption Date, if and to the extent that any one or more of the following shall have occurred:

- (i) On or after Completion Date of the Assessment Area Two Project by application of moneys transferred from the Assessment Area Two Acquisition and Construction Account to the Assessment Area Two Prepayment Account in accordance with the terms of the Indenture; or
- (ii) Amounts are deposited into the Assessment Area Two Prepayment Account from the prepayment of Assessment Area Two Special Assessments and from amounts deposited into the Assessment Area Two Prepayment Account from any other sources; or
- (iii) When the amount on deposit in the Assessment Area Two Reserve Account, together with other moneys available therefor are sufficient to pay and redeem all the Assessment Area Two Bonds then Outstanding as provided in the Supplemental Indenture.

If less than all of the Assessment Area Two Bonds of a maturity subject to redemption shall be called for redemption, the particular such Assessment Area Two Bonds or portions of such Assessment Area Two Bonds of that maturity to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of each redemption of Assessment Area Two Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of Assessment Area Two Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Assessment Area Two Bonds or such portions thereof so called for redemption shall become and

A-6

be due and payable at the Redemption Price provided for the redemption of such Assessment Area Two Bonds or such portions thereof on such date, interest on such Assessment Area Two Bonds or such portions thereof so called for redemption shall cease to accrue, such Assessment Area Two Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Assessment Area Two Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent.

The Owner of this Assessment Area Two Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Assessment Area Two Bonds which remain unclaimed for three (3) years after the date when such Assessment Area Two Bonds has become due and payable, either at its stated maturity date or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for three (3) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Assessment Area Two Bonds became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Indenture) sufficient to pay the principal or Redemption Price of any Assessment Area Two Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Assessment Area Two Bonds as to the Assessment Area Two Pledged Revenues shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Assessment Area Two Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Assessment Area Two Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Assessment Area Two Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Assessment Area Two Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

A-7

IN WITNESS WHEREOF, Parrish Plantation Community Development District has caused this Assessment Area Two Bond to bear the signature the Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of its Secretary.

**PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT**

(SEAL)

By: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

By: \_\_\_\_\_  
Secretary

**CERTIFICATE OF AUTHENTICATION**

This Assessment Area Two Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,  
as Registrar**

By: \_\_\_\_\_  
Vice President

\_\_\_\_\_  
Date of Authentication:

**CERTIFICATE OF VALIDATION**

This Assessment Area Two Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court in and for Manatee County, Florida, rendered on February 3, 2020.

**PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Chairman, Board of Supervisors

**[FORM OF ABBREVIATIONS FOR ASSESSMENT AREA TWO BONDS]**

The following abbreviations, when used in the inscription on the face of the within Assessment Area Two Bonds, shall be construed as though they were written out in full according to applicable laws or regulations.

- TEN COM as tenants in common
- TEN ENT as tenant by the entireties
- JT TEN as joint tenants with the right of survivorship and not as tenants in common
- UNIFORM TRANS MIN ACT - \_\_\_\_\_ Custodian \_\_\_\_\_ under Uniform Transfers to Minors Act \_\_\_\_\_ (State)

Additional abbreviations may also be used though not in the above list.

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Assessment Area Two Bonds and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney to transfer the said Assessment Area Two Bonds on the books of the District, with full power of substitution in the premises.

Date: \_\_\_\_\_

Social Security Number of Employer \_\_\_\_\_

Identification Number of Transferee: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Assessment Area Two Bonds in every particular without alteration or any change whatever.

NOTICE: Signatures (s) must be guaranteed by guarantor institution participating in the Securities Transfer Agents Medallion Program or such other guaranteed program acceptable to the Trustee.

A-10

A-11

**EXHIBIT B**

**FORM OF REQUISITION**

**ASSESSMENT AREA TWO ACQUISITION AND CONSTRUCTION ACCOUNT**

Parrish Plantation Community Development District  
Manatee County, Florida

U.S. Bank Trust Company, National Association, as Trustee  
Orlando, Florida

**PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022  
(ASSESSMENT AREA TWO PROJECT)**

The undersigned, a Responsible Officer of the Parrish Plantation Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of February 1, 2021, as supplemented by that certain Second Supplemental Trust Indenture dated as of [September 1, 2022] (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number;
- (B) Name of Payee;
- (C) Amount Payable;
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments);
- (E) Account from which disbursement to be made: Assessment Area Two Acquisition and Construction Account

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District;
- 2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

- 3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area Two Project;
- 4. each disbursement represents a Cost of the Assessment Area Two Project which has not previously been paid; and
- 5. the costs set forth in the requisition are reasonable.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

**PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Responsible Officer

Date: \_\_\_\_\_

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Assessment Area Two Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Assessment Area Two Project improvements being acquired from the proceeds of the Assessment Area Two Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Assessment Area Two Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Assessment Area Two Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Assessment Area Two Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

\_\_\_\_\_  
District Engineer



EXHIBIT C

DESCRIPTION OF ASSESSMENT AREA TWO PROJECT

ASSESSABLE IMPROVEMENTS AS DESCRIBED IN  
THE FIRST SUPPLEMENTAL DISTRICT ENGINEER'S REPORT  
(ASSESSMENT AREA TWO PROJECT)  
PREPARED BY ZNS ENGINEERING, L.C.  
DATED SEPTEMBER 2021, AND AS REVISED FROM TIME TO TIME

<u>Description</u>	<u>Cost Estimate</u>
Roadways	\$ 1,210,650.50
Potable Water	728,334.64
Sanitary	1,514,745.79
Stormwater Management/Drainage*	2,259,941.83
Landscaping/Irrigation (Includes Onsite Reclaim)	1,592,274.44
Hardscaping	200,000.00
Professional & Permitting Fees	300,000.00
Offsite Improvements	2,501,161.36
Environmental Mitigation	250,000.00
Contingency (10%)	1,055,710.86
Total	\$11,612,819.42

\* Excludes \$597,967.52 in private development costs.

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C-1

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**APPENDIX B**

**PROPOSED FORM OF OPINION OF BOND COUNSEL**

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**Form of Bond Counsel Opinion**

[Date of Delivery]

Board of Supervisors of Parrish Plantation  
Community Development District  
Manatee County, Florida

Re: \$[ ] Parrish Plantation Community Development District (Manatee County, Florida) Special Assessment Revenue Bonds, Series 2022 (Assessment Area Two)

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Parrish Plantation Community Development District (the "District") of its \$[ ] original principal amount of Special Assessment Revenue Bonds, Series 2022 (Assessment Area Two) (the "Assessment Area Two Bonds"), issued and delivered on this date pursuant to the constitution and laws of the State of Florida, particularly, the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and other applicable provisions of law (collectively, the "Act") and by Ordinance No. 19-33, duly enacted by the Board of County Commissioners of Manatee County, Florida, on October 10, 2019 and effective as of October 17, 2019, as amended. The Assessment Area Two Bonds are being issued pursuant to the Act, Resolution Nos. 2020-21 and 2022-01, adopted by the Board of Supervisors (the "Board") of the District on October 18, 2019 and October 21, 2021, respectively (collectively, the "Resolution"). The Assessment Area Two Bonds are being issued and secured under that certain Master Trust Indenture dated as of February 1, 2021 (the "Master Indenture"), as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2022 (the "Supplemental Indenture" and, together with Master Indenture, the "Indenture"), each by and between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms used herein without definitions have the meanings ascribed thereto in the Indenture.

The Assessment Area Two Bonds are being issued for the primary purpose of financing the Assessment Area Two Project. To secure the payment of the Assessment Area Two Bonds, and subject to the terms of the Indenture, the District has pledged to the holders of the Assessment Area Two Bonds, and granted a lien to the holders of the Assessment Area Two Bonds on, the Assessment Area Two Pledged Revenues.

In connection with this opinion, we have examined the Act, certified copies of the Resolution, the Indenture, the Arbitrage Certificate, a transcript of the proceedings related to the issuance of the Assessment Area Two Bonds and such other documents and opinions as we have deemed necessary to render this opinion, and are relying on certain findings, covenants and agreements of the District set forth therein and such certified copies of the proceedings of the District and such other documents and opinions as we have deemed necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon representations of the District furnished to us, without undertaking to verify such representations by independent investigation. We have also relied upon certain certifications and representations provided by JEN Tampa 4, LLC, a Florida limited liability company, and Homes by West Bay, LLC, a Florida limited liability company, as the landowners of all the real property within Assessment Area Two subject to the Assessment Area Two Special Assessments constituting the Assessment Area Two Pledged Revenues, and of HBWB Development Services, LLC, a Florida limited liability company, as the Development Manager for Assessment Area Two, without undertaking to verify such representations by independent investigation.

Based on the foregoing, and subject to the qualifications and limitations stated in this letter, we are of the opinion that:

1. The District has the power to authorize, execute and deliver the Indenture, to perform its obligations thereunder and to issue the Assessment Area Two Bonds.

2. The Indenture has been duly authorized, executed and delivered by the District. The Indenture creates a valid pledge of the Assessment Area Two Pledged Revenues with respect to the Assessment Area Two Bonds and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms.

3. The issuance and sale of the Assessment Area Two Bonds have been duly authorized by the District and, assuming the due authentication thereof, the Assessment Area Two Bonds constitute valid and binding limited obligations of the District, payable in accordance with, and as limited by, the terms of the Indenture.

4. The Internal Revenue Code of 1986, as amended (herein, the "Code"), includes requirements that the District must continue to meet after the issuance of the Assessment Area Two Bonds in order that interest on the Assessment Area Two Bonds not be included in gross income for federal income tax purposes. The failure of the District to meet these requirements may cause interest on the Assessment Area Two Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. The District has covenanted in the Indenture to take the actions required by the Code to maintain the exclusion from gross income for federal income tax purposes of interest on the Assessment Area Two Bonds. In rendering the opinion expressed below, we have assumed continuing compliance with the covenants that must be met after the issuance of the Assessment Area Two Bonds in order that interest on the Assessment Area Two Bonds not be included in gross income for federal income tax purposes.

Based on the foregoing, under existing statutes, regulations, rulings and court decisions, subject to the assumptions stated in the preceding paragraph, interest on the Assessment Area Two Bonds is excludable under Section 103 of the Code from the gross income of the owners thereof for federal income tax purposes. Furthermore, we are of the opinion that interest on the Assessment Area Two Bonds is not treated as a preference item in calculating the federal alternative minimum tax. However, for taxable years beginning after December 31, 2022, interest on the Assessment Area Two Bonds will be taken into account in computing the alternative minimum tax imposed on certain corporations under the Code to the extent that such interest is included in the "adjusted financial statement income" of such corporations.

5. The Assessment Area Two Bonds and interest thereon are not subject to taxation under the laws of the State of Florida except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in Chapter 220.

We express no opinion regarding other federal or any state tax consequences resulting from the ownership, receipt or accrual of interest on, or disposition of the Assessment Area Two Bonds.

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certifications, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We have also assumed the genuineness of the signatures appearing upon such public records, certifications, documents and proceedings.

The opinions set forth herein are subject to state and federal laws relating to bankruptcy, insolvency, reorganization, moratorium and similar laws, and to equitable principles, affecting the enforcement of creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

We wish to call to your attention that the Assessment Area Two Bonds are limited obligations of the District payable solely from the Assessment Area Two Pledged Revenues, and neither the full faith and credit nor the taxing power of the District, Manatee County, Florida, the State of Florida or any other political subdivision thereof is pledged as security for the payment of the Assessment Area Two Bonds. The Assessment Area Two Bonds do not constitute an indebtedness of the District within the meaning of any constitutional or statutory provision or limitation.

Our opinions expressed herein are predicated upon present laws, facts and circumstances, and we assume no affirmative obligation to update the opinions expressed herein if such laws, facts or circumstances change after the date hereof.

Respectfully submitted,

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**APPENDIX C**  
**SUPPLEMENTAL ENGINEER'S REPORT**

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# Expansion Area of Parrish Plantation Community Development District

First Supplemental District Engineer's Report  
(Assessment Area Two Project)

September 2021

Prepared By:

ZNS Engineering, L.C.  
201 5th Ave Drive East  
Bradenton, FL 34205

**TABLE OF CONTENTS**

I. BACKGROUND.....

II. DESCRIPTION OF ASSESSMENT AREA TWO PROJECT .....

III. ACERAGE & LAND USE SUMMARY UPDATE .....

IV. PERMITTING STATUS UPDATE .....

V. CONSTRUCTION COST UPDATE.....

VI. SUMMARY AND CONCLUSION .....

**EXHIBITS**

A. SKETCH AND LEGAL FOR ASSESSMENT AREA TWO..... Exhibit A

## I. BACKGROUND

This *First Supplemental District Engineer's Report* ("**Supplemental Report**") is intended to supplement the *District Engineer's Report* dated August 2021 ("**Original Report**"). The District Engineer is issuing this Supplemental Report in connection with the District's anticipated issuance of its Special Assessment Bonds, Series 2021 ("**2021 Bonds**"), and for the purpose of providing an update to the Original Report and describing the District's "**Assessment Area Two Project**." All capitalized terms not otherwise defined herein shall have the meanings set forth in the Original Report.

## II. DESCRIPTION OF ASSESSMENT AREA TWO PROJECT

The Assessment Area Two Project has been defined as "all of the public infrastructure deemed necessary for the development of all or a portion of Assessment Area Two." "**Assessment Area Two**" includes those lands known as Phase IA. Phase IA is located on 99.28 acres, and consist of 125 unplatted lots intended for single-family homes.

*Infrastructure within Phases IA* - The public infrastructure that is part of the Assessment Area Two Project and located within Phases IA includes the stormwater management systems, water distribution and wastewater collection systems, internal roadways, landscaping/hardscaping, conservation areas, lighting and supporting professional services/soft costs.

It is anticipated that all of the infrastructure serving Phases IA will be completed in November 2021 and is expected to be certified and moved to defect turnover by December 2021.

Notes regarding final determination of District infrastructure:

1. Internal roadways, and all water distribution and wastewater collection systems, will be funded, acquired by the District and then transferred to Manatee County for ownership and maintenance.
2. The construction of stormwater management systems within the District Boundary will be funded and acquired by the District and maintained by either the District or Home Owners Association (HOA) pursuant to an agreement with the District.
3. All landscaping and hardscaping will be installed and certified after the roadways and utilities are certified; therefore, they are not expected to be funded and acquired by the District until after December 2021. Once installed the landscape and hardscape will be funded and acquired by the District and maintained by either the District or HOA, pursuant to an agreement with the District. This would include any landscape or hardscape within or outside of the Manatee County right-of-ways.
4. Reclaimed water lines are expected to be completed within the limits of the District Boundary. The lines within the District Boundary will be privately funded, owned and maintained by the HOA or private entity.

5. Street lights are expected to be installed by March 2022. The HOA or District will enter into a lease agreement with Florida Power and Light (FPL) for the street light installation and maintenance cost, and will pay those costs through an annual operations and maintenance assessment. Accordingly, such costs are not part of the Assessment Area Two Project. All street lights will be installed, owned and maintained by FPL.
6. FPL will also be the provider of underground electric utilities, and will own and maintain the underground electric utilities. That said, the Assessment Area Two Project does include the cost of undergrounding the conduit for the electric utilities.

*Other Infrastructure Necessary for the Development of Phases IA* - Also, beyond just infrastructure located within Phases IA, it is anticipated that the Assessment Area Two Project may fund a portion of certain other infrastructure that is part of the CIP. That infrastructure would include:

1. Offsite Reclaim and Water Distribution (Transmission) lines and Wastewater Collection systems. All of these systems will be funded and acquired by the District and then transferred to Manatee County for ownership and maintenance. That said, to the extent that impact fee credits or similar credits may be available from such improvements, the developer may elect to fund such improvements itself.
2. Offsite Roadway Improvements Serving the District. At the entrance of the project the District will fund and acquire turn lane improvements which will then be transferred to Manatee County for ownership and maintenance.

### III. ACREAGE & LAND USE SUMMARY UPDATE

The following charts show the updated acreage and land uses for lands within the District, taking into account the Phase IA.

Phase	Acres
IA	99.28
IB	45.48
II	124.72
V	71.04
Total	340.52

TYPE OF USE	Phase IA ACRES
Lake	31.18
Residential	24.93
Road Right-of-Way	11.93
Wetland/Conservation Areas	22.32
Other (Upland, Open Spaces, etc.)	8.92
Total	99.28

**IV. PERMITTING STATUS UPDATE**

	Phase 1A
Manatee County	Approved
Southwest Florida Water Management District	Approved
Florida Department of Transportation (FDOT)	Approved
Florida Department of Environmental Department	Approved

**V. CONSTRUCTION COST TABLE FOR PHASES 1A**

The chart below shows the anticipated costs of the private and public infrastructure supporting Phase 1A, the portion of which (shown below as the "CDD portion") is attributable to the Assessment Area Two Project and part of the Original CIP. The figures have changed from the Original Report based on actual construction pricing but some cost are still estimates. Note that all other figures shown in the Original Report continue to be valid estimates for future phases.

<b>Updated Phase 1 Proposed Cost Estimate</b>	<b>Project Total</b>	<b>Assessment Area Two Project</b>	<b>Private/Other</b>
Roadways	\$ 1,210,650.50	\$ 1,210,650.50	\$ 0
Street/Entry Lighting	\$ 0	\$ 0	\$ 0
Potable Water	\$ 728,334.64	\$ 728,334.64	\$ 0
Sanitary	\$ 1,514,745.79	\$ 1,514,745.79	\$ 0
Stormwater Management/Drainage*	\$ 2,857,909.35	\$ 2,259,941.83	\$ 597,967.52
Landscaping/Irrigation (Includes Onsite Reclaim)	\$ 1,592,274.44	\$ 1,592,274.44	\$ 0
Hardscaping	\$ 200,000.00	\$ 200,000.00	\$ 0
Professional & Permitting Fees	\$ 300,000.00	\$ 300,000.00	\$ 0
Offsite Improvements	\$ 2,501,161.36	\$ 2,501,161.36	\$ 0
Amenities	\$ 0	\$ 0	\$ 0
Environmental Mitigation	\$ 250,000.00	\$ 250,000.00	\$ 0
Contingency (10%)	\$1,055,170.86	\$ 1,055,710.86	\$0
<b>Total</b>	<b>\$12,210,246.94</b>	<b>\$11,612,819.42</b>	<b>\$ 597,967.52</b>

\*Note - Excavation and fill cost reduced by 40% to account for lot fill. (Privately Funded)

\*\* Excavation and fill total \$1,494,918.80 x 40% = \$597,967.52

## VI. SUMMARY AND CONCLUSION

As noted in the Original Report, the CIP, including the Assessment Area Two Project, has been and will continue to be designed in accordance with current governmental regulations and requirements. The CIP, including the Assessment Area Two Project, will serve its intended function so long as the construction is in substantial compliance with the design.

The cost estimates provided herein are reasonable to complete the required improvements and it is our professional opinion that the infrastructure improvements included within the CIP and the Assessment Area Two Project will continue to serve as a system of improvements that benefit and add value to the entire First Master Assessment Area. The cost estimates are based on prices currently being experienced in Southwest Florida. Actual costs may vary depending on final engineering and approvals from regulatory agencies. It is further our opinion that the CIP, including the Assessment Area Two Project, is feasible, that there are no technical reasons existing at this time that would prevent the implementation of the CIP, or the Assessment Area Two Project, and that it is reasonable to assume that all necessary regulatory approvals will be obtained in due course.

Please note that the CIP, and the Assessment Area Two Project which is a part thereof, as presented herein, are based on current plans and market conditions which are subject to change.

## VII. ENGINEER'S CERTIFICATION

I hereby certify that the foregoing is a true and correct description of the public facilities for Expansion Area of Parrish Plantation Community Development District to the best of my knowledge.

Date:  
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Jeb C. Mullock, PE President  
Florida Registration No. 64692  
ZNS Engineering, L.C.





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## **APPENDIX D**

### **ASSESSMENT METHODOLOGY**

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PARRISH PLANTATION  
COMMUNITY DEVELOPMENT  
DISTRICT

MASTER ASSESSMENT  
METHODOLOGY REPORT  
ASSESSMENT AREA TWO



**DMS** District  
Management  
Services

A Meritus Company. Solutions for Better Communities.

Report Date:

September 28, 2021

## TABLE OF CONTENTS

<u>SECTION</u>	<u>SUBJECT</u>	<u>Page #</u>
I.	Introduction	1
II.	Defined Terms	2
III.	District Overview	3
IV.	Capital Improvement Program	3
V.	Determination of Special Assessment	3
VI.	Allocation Methodology	4
VII.	Assignment of Maximum Assessments	5
VIII.	Financing Information	6
IX.	True-Up Modifications	6
X.	Additional Stipulations	7

<u>TABLE</u>	<u>ITEM</u>	<u>Page #</u>
1	Capital Improvement Program Cost Summary	8
2	Development Program & EAU Factor Assignment Detail	8
3	Capital Improvement Program Cost Summary	9
4	District Benefit Detail	9
5	Construction Cost Net Benefit Detail	10
6	Construction Cost Funding Sources	10
7	Finance Information - Maximum Bonds	11
8	Assessment Allocation Detail – Maximum Assessments	12

<u>EXHIBIT</u>	<u>ITEM</u>	<u>Page #</u>
A	Assessment Plat/Roll	12

## I. INTRODUCTION

This Master Assessment Methodology Report (the “Master Report”) details the basis of the benefit allocation and assessment methodology to support the financing plan to complete the public infrastructure required within the Parrish Plantation Community Development District (the “District”). The private assessable lands (“Assessable Property”) benefitting from the public infrastructure is generally described within Exhibit A of this Master Report and further described within the Engineer’s Report, dated December 2019 (the “Engineer’s Report”).

The objective of this Master Report is to:

1. Identify the District’s capital improvement program (“CIP”) for the project to be financed, constructed and/or acquired by the District; and
2. Determine a fair and equitable method of spreading the associated costs to the benefiting Assessable Properties within the District pre- and post-development completion; and
3. Provide a basis for the placement of a lien on the Assessable Properties within the District benefitting from the CIP, as outlined by the Engineer’s Report.

The basis of benefit received by Assessable Properties relates directly to the proposed CIP. It is the District’s CIP that will create the public infrastructure that enables Assessable Properties within the District to be developed and improved under current allowable densities. The CIP includes off-site improvements, storm water, utilities (water and sewer), roadways, landscape and hardscape. The Engineers Report identified estimated costs to complete the CIP, inclusive of associated “soft cost” such as legal/engineering services with contingencies to account for commodity and service market fluctuations. This report will further address additional financing cost associated with funding the CIP. Without the required improvements in the CIP, the development of the Assessable Properties could not be undertaken within the current development standards. The main objective of this Master Report is to establish a basis on which to quantify and allocate the special benefit provided by the CIP proportionally to the private property within the District. A detailed allocation methodology and finance plan will be utilized to equitably distribute CIP costs upon the Assessable Properties within the District based upon the level of proportional benefit received.

This Master Report outlines the assignment of benefit, assessment methodology and financing structure for bonds to be issued by the District. As a result of the methodology application, the maximum long-term assessment associated with the current CIP is identified. The District will issue Special Assessment Bonds (the “Bonds”), in one or more series consisting of various amounts of principal debt and maturities to finance the construction and/or acquisition of all or a portion of the CIP.

It is anticipated that the methodology consultant will prepare individual supplemental reports applying the allocation methodology contained herein for the imposition and collection of long-term special assessments on a first platted, first assigned basis for repayment of a specific series of Bonds. The methodology consultant may distribute supplemental reports in connection with updates and/or revisions to the finance plan. Such supplemental reports will be



created to stipulate amended terms, interest rates, developer contributions if any, issuance costs and will detail the resulting changes in the level of funding allocated to the various trust accounts and subaccounts.

The Bonds will be repaid from and secured by non-ad valorem assessments levied on those Assessable Properties benefiting from the public improvements within the District. Non-ad valorem assessments will be levied each year to provide the funding necessary to pay debt service on the Bonds and to fund operations and maintenance costs related to the capital improvements maintained by the District.

In summary, this Master Report will determine the benefit, apportionment and financing structure for the Bonds to be issued by the District in accordance with Chapters 170, 190 and 197, Florida Statutes, as amended, to establish a basis for the levying and collecting of special assessments based on the benefits received and is consistent with our understanding and experience with case law on this subject.

## II. DEFINED TERMS

“Assessable Property:” – All property within Assessment Area Two of the District that receives a special benefit from the CIP.

“Assessment Area Two” (AA2) – Phase 1A of the Expansion Area of the District. Defined in Exhibit B of this report.

“AA2 Capital Improvement Program” (AA2 CIP) – The public infrastructure development program as outlined by the Engineer Report for AA2.

“Developer” – HBWB Development Services, LLC.

“Development Plan” – The end-use configuration of Platted Units and Product Types for Unplatted Parcels within the District.

“District” – Parrish Plantation Community Development District, encompasses 792.295 +/- acres, Manatee County Florida.

“AA2 Engineer Report” – Assessment Area Two Engineer’s Report for Parrish Plantation Community Development District, dated September 28, 2021.

“Equivalent Assessment Unit” (EAU) – A weighted value assigned to dissimilar residential lot product types to differentiate assignment of benefit and lien values.

“Expansion Area” – The District was expanded to include a parcel fka Cone Ranch South on August 31<sup>st</sup> 2021, adding 591.242 +/- Acres.

“Maximum Assessments” – The maximum amount of special assessments and liens to be levied against benefiting assessable properties.

“Platted Units” – Private property subdivided as a portion of gross acreage by virtue of the platting process.





“Product Type” – Classification assigned by the District Engineer to dissimilar lot products for the development of the vertical construction. Determined in part as to differentiated sizes, setbacks and other factors.

“Unplatted Parcels” – Gross acreage intended for subdivision and platting pursuant to the Development Plan.

“Unit(s)” – A planned or developed residential lot assigned a Product Type classification by the District Engineer.

“AA2 Master Report” or “Report” – This AA2 *Master Assessment Methodology Report*, dated September 28, 2021 as provided to support benefit and Maximum Assessments Liens on private developable property within the Assessment Area Two of the District.

### III. DISTRICT OVERVIEW

The District area encompasses 792.295 +/- acres and is located in Manatee County, Florida, within Sections 28 and 29, Township 33 South, and Ranges 19 East. The District was originally established with 201.053 +/- acres on August 20<sup>th</sup> 2019 and expanded on August 31<sup>st</sup> 2021, adding 591.242 +/- Acres. This Report is specific to AA2, which is located in the Expansion Area, phase 1A and is further described in the AA2 Engineers Report dated September 28, 2021.

### IV. PROPOSED IMPROVEMENTS

The District and Developer are undertaking the responsibility of providing the public infrastructure necessary to develop the District’s AA2 CIP. As designed, the AA2 CIP is an integrated system of facilities. Each infrastructure facility works as a system to provide special benefit to District lands, i.e.: all benefiting landowners of Assessable Properties within AA2 of the District benefit the same from the first few feet of infrastructure as they do from the last few feet. The AA2 CIP costs within Table 1 of this AA2 Master Report reflect cost as further detailed within the AA2 Engineer’s Report, these costs are exclusive of any financing related costs.

### V. DETERMINATION OF SPECIAL ASSESSMENT

There are three main requirements for valid special assessments. The first requirement demands that the improvements to benefited properties, for which special assessments are levied, be implemented for an approved and assessable purpose (F.S. 170.01). As a second requirement, special assessments can only be levied on those properties specially benefiting from the improvements (F.S. 170.01). Thirdly, the special assessments allocated to each benefited property cannot exceed the proportional benefit to each parcel (F.S. 170.02).

The District’s AA2 CIP contains a “system of improvements” including the funding, construction and/or acquisition of off-site improvements, storm water, utilities (water and sewer), roadways, and landscape/hardscape; all of which are considered to be for an approved and assessable purpose (F.S. 170.01) which satisfies the first requirement for a valid special assessment, as described above. Additionally, the improvements will result in all Assessable Property within AA2 of the District receiving a direct and specific benefit, thereby making those properties legally subject to assessments (F.S. 170.01), which satisfies the second requirement, above. Finally, the specific benefit to the Assessable Property is



equal to or exceeds the cost of the assessments levied on the Assessable Property (F.S. 170.02), which satisfies the third requirement, above.

The first requirement for determining the validity of a special assessment is plainly demonstrable; eligible improvements are found within the list provided in F.S. 170.01. However, the second and third requirements for a valid special assessment require a more analytical examination. As required by F.S. 170.02, and described in the preceding section entitled “Allocation Methodology,” this approach involves identifying and assigning value to specific benefits being conferred upon the various Assessable Property, while confirming the value of these benefits exceed the cost of providing the improvements. These special benefits include, but are not limited to, the added use of the property, added enjoyment of the property, probability of decreased insurance premiums and the probability of increased marketability and value of the property.

The determination has been made that the duty to pay the non-ad valorem special assessments is valid based on the special benefits imparted upon the various Assessable Property. These benefits are derived from the acquisition and/or construction of the District’s AA2 CIP. The allocation of responsibility for payment of the on the Bonds has been apportioned according to reasonable estimates of the special benefits provided consistent with each land use category. Accordingly, no acre or parcel of property within the boundary of the properties will be assessed for the payment of any non-ad valorem special assessment greater than the determined special benefit particular to that parcel within AA2 of the District.

Property within the District that currently is not, or upon future development, will not be subject to the special assessments include publicly owned (State/County/City/CDD) tax-exempt parcels such as: lift stations, road rights-of-way, waterway management systems, common areas, and certain lands/amenities owned by HOA(s). To the extent it is later determined that a property no longer qualifies for an exemption, assessments will be apportioned and levied based on an EAU factor proportionate to acreage density as demonstrated in other use EAU assignment.

## VI. ALLOCATION METHODOLOGY

The AA2 CIP benefits all assessable properties within AA2 of the District proportionally. The level of relative benefit can be compared through the use of defining “equivalent” units of measurement by product type to compare dissimilar development product types. This is accomplished through determining an estimate of the relationship between the product types, based on a relative benefit received by each product type from the AA2 CIP. The use of Equivalent Assessment Unit (EAU) methodologies is well established as a fair and reasonable proxy for estimating the benefit received by private benefiting properties. One (1) EAU has been assigned to the 40’ residential use product type as a baseline, with a proportional increase relative to other planned residential product types and sizes. Table 2 outlines EAUs assigned for residential product types under the current Development Plan. If future assessable property is added or product types are contemplated, this Report will be amended to reflect such change.



The method of benefit allocation is based on the special benefit received from infrastructure improvements relative to the benefiting Assessable Property by use and size in comparison to other Assessable Property within the District. According to F.S. 170.02, the methodology by which special assessments are allocated to specifically benefited property must be determined and adopted by the governing body of the District. This alone gives the District latitude in determining how special assessments will be allocated to specific Assessable Property. The AA2 CIP benefit and special assessment allocation rationale is detailed herein and provides a mechanism by which these costs, based on a determination of the estimated level of benefit conferred by the AA2 CIP, are apportioned to the Assessable Property within AA2 of the District for levy and collection. The allocation of benefits and Maximum Assessments associated with the AA2 CIP are demonstrated on Table 3 through Table 6. The Developer may choose to pay down or contribute infrastructure on a portion or all of the long-term assessments as evaluated on a per parcel basis, thereby reducing the annual debt service assessment associated with any series of Bonds.

## VII. ASSIGNMENT OF MAXIMUM ASSESSMENTS

This section sets out the manner in which special assessments will be assigned and establish a lien on AA2 land within the District. With regard to the Assessable Property liens will be assessed on a gross acreage basis until such time as the developable acreage is platted. The platted parcels will then be reviewed as to use and product types. Pursuant to Section 193.0235, Florida Statutes, certain privately or publicly owned “common elements” such as clubhouses, amenities, lakes and common areas for community use and benefit are exempt from non-ad valorem assessments and liens regardless of the private ownership.

It is useful to consider three distinct states or conditions of development within a community. The initial condition is the “undeveloped state”. At this point the infrastructure may or may not be installed but none of the units in the Development Plan have been platted. This condition exists when the infrastructure program is financed prior to any development. In the undeveloped state all of the lands within AA2 of the District receive benefit from the CIP and all of the assessable land within AA2 of the District would be assessed to repay any bonds. While the land is in an “undeveloped state,” special assessments will be assigned on an equal acre basis across all of the gross acreage within AA2 of the District. Debt will not be solely assigned to parcels which have development rights, but will and may be assigned to undevelopable parcels to ensure integrity of development plans, rights and entitlements.

The second condition is “on-going development”. At this point, if not already in place, the installation of infrastructure has begun. Additionally, the Development Plan has started to take shape. As lands subject to special assessments are platted and fully-developed, they are assigned specific assessments in relation to the estimated benefit that each platted unit receives from the AA2 CIP, with the balance of the debt assigned on a per acre basis as described in the preceding paragraph. Therefore, each fully-developed, platted unit would be assigned a Maximum Assessment pursuant to its Product Type classification as set forth in Table 6. It is not contemplated that any unassigned debt would remain once all of the lots associated with the improvements are platted and fully-developed; if such a condition was to occur; the true-up provisions within this Report would be applicable.



The third condition is the “completed development state.” In this condition the entire Development Plan for AA2 of the District has been platted and the total par value of the Bonds has been assigned as specific assessments to each of the platted lots within the District.

#### VIII. FINANCING

The District intends to finance only a portion of the AA2 CIP through the issuance of the Bonds; however this report assumes the financing of 100% of the improvements to identify the full benefit and potential. As the Bonds will be issued in one or more series, the Bonds will be sized at an amount rounded to the nearest \$5,000 and will include items such as debt service reserves, underwriter’s discount, issuance costs and rounding.

For purposes of the AA2 Master Report, conservative allowances have been made for a debt service reserve, underwriter’s discount, issuance costs, rounding and collection cost as shown on Table 3. The methodology consultant will issue supplemental report(s) which outline the provisions specific to each bond issue with the application of the assessment methodology contained herein. The AA2 supplemental report(s) will detail the negotiated terms, interest rates and costs associated with each series of Bonds representing the market rate at that point in time. The supplemental reports will outline any Developer contributions towards the completion of the AA2 CIP applied to prepay any assessments on any one or collective Assessable Properties within AA2 of the District. The AA2 supplemental report(s) will also detail the level of funding allocated to the construction/acquisition account, the debt service reserve account, underwriter’s discount, issuance and collection costs. Additionally, the AA2 supplemental report(s) will apply the principles set forth in the AA2 Master Report to determine the specific assessments required to repay the Bonds.

#### IX. TRUE-UP MODIFICATION

During the construction period of development, it is possible that the number of residential units built may change, thereby necessitating a modification to the per unit allocation of special assessment principal. In order to ensure the District’s debt does not build up on the unplatted developable land, the District shall apply the following test as outlined within this “true-up methodology.”

The debt per acre remaining on the unplatted land within AA2 of the District may not increase above its ceiling debt per acre. The ceiling level of debt per acre is calculated as the total amount of debt for each Bond issue divided by the number of gross acres for such phase. Thus, every time the test is applied, the debt encumbering the remaining undivided land must remain equal to or lower than the ceiling level of debt per gross acre. If the debt per gross acre is found to be above the established maximum, the District would require a density reduction payment in an amount sufficient to reduce the remaining debt per acre to the ceiling amount based on the schedule found in Exhibit A, the Preliminary Assessment Roll, which amount will include accrued interest to the first interest payment date on the Bonds which occurs at least 45 days following such debt reduction payment.

True-up tests shall be performed upon the recording of each plat submitted to subdivide developed lands within AA2 of the District. If upon the completion of any true-up analyses it is found the debt per acre exceeds the established



maximum ceiling debt per gross acre, or there is not sufficient development potential in the remaining acreage of AA2 of the District to produce the EAU densities required to adequately service Bond debt, the District shall require the immediate remittance of a density reduction payment, plus accrued interest as applicable, in an amount sufficient to reduce the remaining debt per assessable acre to the ceiling amount per acre and to allow the remaining acreage to adequately service Bond debt upon development. The final test shall be applied at the platting of 100% of the development units within AA2 the District.

True-up payment requirements may be suspended if the landowner can demonstrate, to the reasonable satisfaction of the District, that there is sufficient development potential in the remaining acreage within the District to produce the densities required to adequately service Bond debt. The Developer and District will enter into a true-up agreement to evidence the obligations described in this section.

All assessments levied run with the land and it is the responsibility of the District to enforce the true-up provisions and collect any required true-up payments due. The District will not release any liens on the AA2 property for which true-up payments are due, until provision for such payment has been satisfactorily made.

#### X. ADDITIONAL STIPULATIONS

Meritus Districts was retained by the District to prepare a methodology to fairly allocate the special assessments related to the Districts CIP. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation Methodology described herein was based on information provided by those professionals. Meritus Districts makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Meritus Districts does not represent the District as a Municipal Advisor or Securities Broker nor is Meritus Districts registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Meritus Districts does not provide the District with financial advisory services or offer investment advice in any form.



TABLE 1

PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT AA2 DEVELOPMENT PROGRAM COSTS	
DESCRIPTION	TOTAL PROJECT COSTS
Roadways	1,210,651
Potable Water	728,335
Sanitary	1,514,746
Stormwater Management	2,259,942
Landscaping	1,592,274
Hardscape	200,000
Professional & Permitting	300,000
Offsite Improvements	2,501,161
Environmental Mitigation	250,000
Contingency	1,055,711
<b>TOTAL</b>	<b>11,612,819</b>
Net Construction Proceeds From Series 2020 Bonds	<b>11,612,819</b>
Other Sources to Complete Construction	<b>(0)</b>



TABLE 2

PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT AA2 PLANNED DEVELOPMENT PROGRAM					
PRODUCT	LOT SIZE	PHASE IA	TOTAL	PER UNIT EAU <sup>(2)</sup>	TOTAL EAUs
Single Family	55	72	72	1.38	99.00
Single Family	65	<u>53</u>	<u>53</u>	1.63	<u>86.13</u>
<b>TOTAL</b>		<b>125</b>	<b>125</b>		<b>185.13</b>

(1) EAU factors assigned based on Product Type as identified by district engineer and do not reflect front footage of planned lots.

(2) Any development plan changes will require recalculations pursuant to the true-up provisions within this report.



TABLE 3

DEVELOPMENT PROGRAM COST/BENEFIT ANALYSIS	
PROJECT COSTS	\$11,612,819
TOTAL PROGRAM EAU'S	185.125
TOTAL COST/BENEFIT	<u>\$62,730</u>

Table 3 Notations:

1) Benefit is equal to or greater than cost as assigned per Equivalent Assessment Unit ("EAU") as described above.

TABLE 4

DEVELOPMENT PROGRAM *NET* COST/BENEFIT ANALYSIS					
PRODUCT TYPE	EAU FACTOR	PRODUCT COUNT	EAUs	NET BENEFIT	
				PER PRODUCT TYPE	PER PRODUCT UNIT
55	1.38	72	99.00	\$6,210,232	\$86,253.22
65	1.63	53	86.13	\$5,402,588	\$101,935.62
		<u>125</u>	<u>185.13</u>	<u>\$11,612,819</u>	

Table 4 Notations:

1) Table 4 determines only the anticipated construction cost, net of finance and other related costs.





TABLE 5

PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT CDD ASSESSMENT ANALYSIS		
FINANCING INFORMATION - FINANCING INFORMATION BOND SERIES		
Coupon Rate <sup>(1)</sup>		5.00%
Term (Years)		31
Principal Amortization Installments		30
<b>ISSUE SIZE</b>		<b>\$13,775,000</b>
Construction Fund		\$11,612,819
Capitalized Interest (Months) <sup>(2)</sup>	12	\$688,750
Debt Service Reserve Fund	100%	\$896,084
Underwriter's Discount	2.00%	\$275,500
Cost of Issuance		\$301,847
Original Issue Discount		\$0
Rounding		\$0
<b>ANNUAL ASSESSMENT</b>		
Annual Debt Service (Principal plus Interest)		\$896,084
Collection Costs and Discounts @	6.00%	\$57,197
<b>TOTAL ANNUAL ASSESSMENT</b>		<b>\$953,280</b>
<p><sup>(1)</sup> Based on projected interest rate, subject to change based final conditions.  <sup>(2)</sup> Based on capitalized interest 12 months.</p>		



Table 6

PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT TOTAL BOND ASSESSMENT								
ALLOCATION METHODOLOGY - TOTAL BONDS (1)								
PRODUCT	PER UNIT	TOTAL EAU <sub>s</sub>	% OF EAU <sub>s</sub>	UNITS	PRODUCT TYPE		PER UNIT	
					TOTAL PRINCIPAL	ANNUAL ASSMT. (2)	TOTAL PRINCIPAL	ANNUAL ASSMT. (2)
55	1.38	99,00	53.48%	72	\$7,366,509	\$479,202	\$102,313	\$6,656
65	1.63	86.13	46.52%	53	\$6,408,491	\$416,882	\$120,915	\$7,866
<b>TOTAL</b>		<b>185.13</b>	<b>100.00%</b>	<b>125</b>	<b>\$13,775,000</b>	<b>\$896,084</b>		

(1) Allocation of total bond principal (i.e., assessment) based on equivalent assessment units. Individual principal and interest assessments calculated on a per unit basis, 12 month Capitalized Interest Period.

(2) Includes principal, interest and is NET OF collection costs.

EXHIBIT A

The maximum par amount of Bonds that may be borrowed by the District to pay for the public capital infrastructure improvements is \$13,775,000.00 payable in 30 annual installments of principal of \$9,025.18 per gross acre. The maximum par debt is \$138,739.21 per gross acre and is outlined below.

Prior to platting, the debt associated with the AA2 Capital Improvement Plan will initially be allocated on a per acre basis within AA2 of the District. Upon platting, the principal and long term assessment levied on each benefited property will be allocated to platted lots and developed units in accordance with this Report.

ASSESSMENT ROLL			
TOTAL ASSESSMENT:	<u>\$13,775,000.00</u>		
ANNUAL ASSESSMENT:	<u>\$896,083.52</u>	(30 Installments)	
TOTAL GROSS ASSESSABLE ACRES +/-:	<u>99.287</u>		
TOTAL ASSESSMENT PER ASSESSABLE GROSS ACRE:	<u>\$138,739.21</u>		
ANNUAL ASSESSMENT PER GROSS ASSESSABLE ACRE:	<u>\$9,025.18</u>	(30 Installments)	
		PER PARCEL ASSESSMENTS	
Landowner Name, Manatee County - Legal Description Attached	Gross Unplatted Assessable Acres	Total PAR Debt	Total Annual
JEN Tampa 4, LLC SEE ATTACHED AA2 LEGAL DESCRIPTION EXHIBIT B	108.47	\$15,049,042.17	\$978,961.79
Totals:	<u>108.47</u>	<u>\$15,049,042.17</u>	<u>\$978,961.79</u>



DESCRIPTION: A parcel of land lying in Section 21, Township 33 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

**COMMENCE** at the Southeast corner of said Section 21, run thence along the East boundary thereof, N.00°19'08"E., a distance of 60.00 feet to a point on the Northerly right-of-way of State Road 62 (Parrish-Wauchula Road), said point also being the **POINT OF BEGINNING**; thence along said Northerly right-of-way the following two (2) courses: 1) N.89°01'17"W., a distance of 1565.91 feet; 2) N.89°05'41"W., a distance of 482.71 feet to the Southeast corner of that certain parcel of land described as PARCEL 1 in Official Records Instrument # 202041146580, of the Public Records of Manatee County, Florida; thence along the Easterly, Northerly and Westerly boundary of said PARCEL 1, in respective order, the following three (3) courses: 1) N.00°25'13"W., a distance of 286.06 feet; 2) N.89°05'41"W., a distance of 521.21 feet; 3) S.00°25'13"E., a distance of 286.04 feet to a point on aforesaid Northerly right-of-way of State Road 62 (Parrish-Wauchula Road); thence along said Northerly right-of-way, Westerly, 119.49 feet along the arc of a non-tangent curve to the right having a radius of 5669.36 feet and a central angle of 01°12'27" (chord bearing N.88°20'31"W., 119.48 feet) to the Southwest corner of that certain parcel of land described as PARCEL 2 in Official Records Instrument # 202041146579, of the Public Records of Manatee County, Florida; thence along the Westerly boundary of said PARCEL 2 the following four (4) courses: 1) N.00°22'50"W., a distance of 694.19 feet; 2) N.89°37'10"E., a distance of 51.34 feet; 3) Northerly, 135.99 feet along the arc of a non-tangent curve to the right having a radius of 1010.00 feet and a central angle of 07°42'52" (chord bearing N.21°58'35"E., 135.89 feet); 4) N.25°50'01"E., a distance of 662.01 feet; thence S.64°09'59"E., a distance of 120.00 feet; thence N.25°50'01"E., a distance of 356.01 feet; thence Northerly, 966.70 feet along the arc of a tangent curve to the left having a radius of 1160.00 feet and a central angle of 47°44'52" (chord bearing N.01°57'35"E., 938.96 feet); thence Northerly, 860.94 feet along the arc of a reverse curve to the right having a radius of 2340.00 feet and a central angle of 21°04'49" (chord bearing N.11°22'27"W., 856.09 feet); thence Northeasterly, 26.20 feet along the arc of a compound curve to the right having a radius of 25.00 feet and a central angle of 60°02'38" (chord bearing N.29°11'17"E., 25.02 feet); thence Northeasterly, 71.51 feet along the arc of a reverse curve to the left having a radius of 137.00 feet and a central angle of 29°54'29" (chord bearing N.44°15'22"E., 70.70 feet); thence Northeasterly, 27.58 feet along the arc of a reverse curve to the right having a radius of 25.00 feet and a central angle of 63°13'00" (chord bearing N.80°54'38"E., 26.21 feet); thence S.87°28'52"E., a distance of 22.38 feet; thence Easterly, 54.73 feet along the arc of a tangent curve to the left having a radius of 113.00 feet and a central angle of 27°44'55" (chord bearing N.78°38'41"E., 54.19 feet); thence Easterly, 42.13 feet along the arc of a reverse curve to the right having a radius of 87.00 feet and a central angle of 27°44'55" (chord bearing N.78°38'41"E., 41.72 feet); thence S.02°31'08"W., a distance of 120.00 feet; thence S.87°28'52"E., a distance of 10.56 feet; thence Southeasterly, 67.66 feet along the arc of a tangent curve to the right having a radius of 52.00 feet and a central angle of 74°32'46" (chord bearing S.50°12'30"E., 62.98 feet); thence Southerly, 156.70 feet along the arc of a reverse curve to the left having a radius of 905.00 feet and a central angle of 09°55'15" (chord bearing S.17°53'44"E., 156.51 feet); thence Southeasterly, 130.68 feet along the arc of a compound curve to the left having a radius of 420.00 feet and a central angle of 17°49'36" (chord bearing S.31°46'10"E., 130.15 feet); thence Southeasterly, 992.61 feet along the arc of a non-tangent curve to the left having a radius of 390.00 feet and a central angle of 145°49'38" (chord bearing S.53°30'10"E., 745.57 feet); thence S.36°25'00"E., a distance of 62.86 feet; thence S.26°10'18"W., a distance of 105.65 feet; thence S.02°12'57"E., a distance of 27.05 feet; thence Southeasterly, 48.16 feet along the arc of a tangent curve to the left having a radius of 30.00 feet and a central angle of 91°59'09" (chord bearing S.48°12'31"E., 43.16 feet); thence S.51°26'59"W., a distance of 9.70 feet; thence S.82°52'21"W., a distance of 20.63 feet; thence Southerly, 651.57 feet along the arc of a non-tangent curve to the left having a radius of 175.00 feet and a central angle of 213°19'35" (chord bearing S.01°40'00"W., 335.30 feet); thence Southeasterly, 94.69 feet along the arc of a non-tangent curve to the right having a radius of 56.19 feet and a central angle of 96°33'40" (chord bearing S.54°40'11"E., 83.88 feet); thence S.01°47'48"E., a distance of 56.36 feet; thence Southerly, 15.24 feet along the arc of a tangent curve to the left having a radius of 30.00 feet and a central angle of 29°06'20" (chord bearing S.16°20'58"E., 15.08 feet); thence S.33°20'02"E., a distance of 79.24 feet; thence Southeasterly, 16.96 feet along the arc of a non-tangent curve to the left having a radius of 28.05 feet and a central angle of 34°38'21" (chord bearing S.49°30'59"E., 16.70 feet); thence S.68°23'50"E., a distance of 116.35 feet; thence S.28°47'41"W., a distance of 234.67 feet; thence S.15°45'06"E., a distance of 51.03 feet; thence S.28°24'38"W., a distance of 35.40 feet; thence S.55°38'58"W., a distance of 45.00 feet; thence S.85°05'31"W., a distance of 43.04 feet; thence N.70°23'25"W., a distance of 108.41 feet; thence S.41°08'11"W., a distance of 18.39 feet; thence N.79°20'04"W., a distance of 132.88 feet; thence N.17°00'31"W., a distance of 59.91 feet; thence N.49°03'37"E., a distance of 116.26 feet; thence Northwesterly, 76.95 feet along the arc of a tangent curve to the left having a radius of 30.00 feet and a central angle of 146°57'39" (chord bearing N.24°25'13"W., 57.52 feet); thence N.24°36'55"E., a distance of 52.92 feet; thence N.02°22'47"W., a distance of 76.15 feet; thence N.30°15'22"W., a distance of 77.17 feet; thence N.64°38'16"W., a distance of 72.00 feet; thence N.23°21'27"W., a distance of 22.53 feet; thence N.82°05'38"W., a distance of 69.07 feet; thence Southwesterly, 56.52 feet along the arc of a tangent curve to the left having a radius of 30.00 feet and a central angle of 107°56'31" (chord bearing S.43°56'06"W., 48.52 feet); thence S.10°02'09"E., a distance of 31.51 feet; thence S.68°47'47"W., a distance of 28.19 feet; thence S.19°22'57"W., a distance of 100.90 feet; thence S.14°09'09"W., a distance of 28.51 feet; thence S.86°13'50"W., a distance of 8.90 feet; thence Southwesterly, 59.17 feet along the arc of a tangent curve to the left having a radius of 30.00 feet and a central angle of 113°00'38" (chord bearing S.29°43'31"W., 50.04 feet); thence S.42°10'27"W., a distance of 61.37 feet; thence Southwesterly, 306.67 feet along the arc of a non-tangent curve to the left having a radius of 175.00 feet and a central angle of 100°24'20" (chord bearing S.60°27'25"W., 268.91 feet); thence S.12°42'08"W., a distance of 103.75 feet; thence S.25°50'01"W., a distance of 302.53 feet; thence Southeasterly, 36.82 feet along the arc of a non-tangent curve to the right having a radius of 113.00 feet and a central angle of 18°40'03" (chord bearing S.45°45'06"E., 36.65 feet); thence Southeasterly, 42.13 feet along the arc of a reverse curve to the left having a radius of 87.00 feet and a central angle of 27°44'55" (chord bearing S.50°17'31"E., 41.72 feet); thence S.64°09'59"E., a distance of 19.72 feet; thence Easterly, 39.27 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.70°50'01"E., 35.36 feet); thence S.64°09'59"E., a distance of 50.00 feet; thence Southerly, 39.27 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.19°09'59"E., 35.36 feet); thence S.64°09'59"E., a distance of 95.00 feet; thence N.25°50'01"E., a distance of 120.00 feet; thence S.64°09'59"E., a distance of 186.38 feet; thence Easterly, 450.84 feet along the arc of a tangent curve to the left having a radius of 705.00 feet and a central angle of 36°37'24" (chord bearing S.82°28'41"E., 443.00 feet); thence N.38°19'47"E., a distance of 145.23 feet; thence N.23°10'27"E., a distance of 235.37 feet; thence N.29°32'25"E., a distance of 28.10 feet; thence N.79°28'14"E., a distance of 87.29 feet; thence N.83°50'53"E., a distance of 84.91 feet; thence N.81°44'05"E., a distance of 78.26 feet; thence S.81°43'14"E., a distance of 54.93 feet; thence S.71°38'42"E., a distance of 116.87 feet; thence Easterly, 285.36 feet along the arc of a non-tangent curve to the right having a radius of 430.00 feet and a central angle of 38°01'25" (chord bearing S.89°07'48"E., 280.16 feet); thence N.23°12'53"E., a distance of 4.12 feet; thence Northerly, 431.19 feet along the arc of a tangent curve to the left having a radius of 360.00 feet and a central angle of 68°37'35" (chord bearing N.11°05'55"W., 405.88 feet); thence Northwesterly, 436.43 feet along the arc of a compound curve to the left having a radius of 2621.63 feet and a central angle of 09°32'17" (chord bearing N.50°10'51"W., 435.92 feet); thence Northerly, 808.89 feet along the arc of a reverse curve to the right having a radius of 340.00 feet and a central angle of 102°36'28" (chord bearing N.03°38'46"W., 530.72 feet); thence S.42°20'32"E., a distance of 50.00 feet; thence S.47°55'14"E., a distance of 58.68 feet; thence S.41°52'28"W., a distance of 66.62 feet; thence N.48°07'32"W., a distance of 57.71 feet; thence Southerly, 452.36 feet along the arc of a non-tangent curve to the left having a radius of 290.02 feet and a central angle of 89°22'02" (chord bearing S.10°15'46"E., 407.88 feet); thence Southeasterly, 444.75 feet along the arc of a reverse curve to the right having a radius of 2673.55 feet and a central angle of 09°31'53" (chord bearing S.50°10'51"E., 444.24 feet); thence Southerly, 491.09 feet along the arc of a compound curve to the right having a radius of 409.96 feet and a central angle of 68°38'00" (chord bearing S.11°05'55"E., 462.25 feet); thence S.23°13'05"W., a distance of 4.12 feet; thence Southeasterly, 368.10 feet along the arc of a non-tangent curve to the right having a radius of 430.00 feet and a central angle of 49°02'51" (chord bearing S.38°55'43"E., 356.96 feet); thence S.89°40'52"E., a distance of 20.00 feet to a point on aforesaid East boundary of Section 21; thence along said East boundary of Section 21, S.00°19'08"W., a distance of 1200.66 feet to the **POINT OF BEGINNING**.

Containing 99.278 acres, more or less.









PARRISH  
PLANTATION  
COMMUNITY  
DEVELOPMENT

PRELIMINARY SECOND  
SUPPLEMENTAL  
METHODOLOGY REPORT  
ASSESSMENT AREA TWO

Report Date:

August 9, 2022

TABLE OF CONTENTS

<u>SECTION</u>	<u>SUBJECT</u>	<u>Page #</u>
I.	Introduction	1
II.	Defined Terms	1
III.	Objective	2
IV.	District & Assessment Area Project	3
V.	Capital Improvement Program	3
VI.	Determination of Special Assessment	3
VII.	Allocation Methodology	5
VIII.	Assignment of Maximum Assessments	5
IX.	Financing Information	6
X.	True-Up Modifications	6
XI.	Additional Stipulations	6

<u>TABLE</u>	<u>ITEM</u>	<u>Page #</u>
1	Development Program & EAU Factor Assignment Detail	7
2	Capital Improvement Program Cost Summary	7
3	Finance Information - Maximum Bonds	8
4	Assessment Allocation Detail – Maximum Assessments	9

<u>EXHIBIT</u>	<u>ITEM</u>	<u>Page #</u>
A	Assessment Plat/Roll	10

## I. INTRODUCTION

This *Preliminary Second Supplemental Methodology Report – Assessment Area Two* (the “First Supplemental Report”) serves to apply the basis of benefit allocation and assessment methodology in accordance with the Master Assessment Methodology Report (the “Master Report”) dated September 28, 2021 specifically to support the issuance of the Bonds (as defined below) which will fund a portion of Assessment Area of the District’s Capital Infrastructure Program.

## II. DEFINED TERMS

“Assessable Property:” – All property within Assessment Area Two of the District that receives a special benefit from the CIP.

“Assessment Area Two” (AA2) – Phase 1A of the Expansion Area of the District. Defined in Exhibit A of this report.

“AA2 Capital Improvement Program” (AA2 CIP) – The public infrastructure development program as outlined by the Engineer Report for AA2.

“Developer” – HBWB Development Services, LLC, a Florida limited liability company.

“Development Plan” – The end-use configuration of Platted Units and Product Types for Unplatted Parcels within the District.

“District” – Parrish Plantation Community Development District, encompasses 792.295 +/- acres, Manatee County Florida.

“AA2 Engineer Report” – Assessment Area Two *Engineer’s Report for Parrish Plantation Community Development District*, dated September 28, 2021.

“Equivalent Assessment Unit” (EAU) – A weighted value assigned to dissimilar residential lot product types to differentiate assignment of benefit and lien values.

“Expansion Area” – The District was expanded to include a parcel formerly known as Cone Ranch South on August 31<sup>st</sup>, 2021, adding 591.242 +/- Acres.

“Master Report” or “Report” – The *Master Assessment Methodology Report*, dated September 28<sup>th</sup>, 2021 as provided to support benefit and maximum assessments on private developable property within the District.

“Maximum Assessments” – The maximum amount of special assessments and liens to be levied against benefiting assessable properties.

“Platted Units” – Private property subdivided as a portion of gross acreage by virtue of the platting process.

“Product Type” – Classification assigned by the District Engineer to dissimilar lot products for the development of the vertical construction. Determined in part as to differentiated sizes, setbacks and other factors.



“Unplatted Parcels” – Gross acreage intended for subdivision and platting pursuant to the Development Plan.

“Unit(s)” – A planned or developed residential lot assigned a Product Type classification by the District Engineer.

“AA2 Series 2022” or “Report” – This AA2 *First Supplemental Methodology Report*, dated August 9, 2022 as provided to support benefit and Liens on private developable property within Assessment Area Two of the District.

### III. OBJECTIVE

The objective of this First Supplemental Assessment Methodology Report is to:

- A. Allocate a portion of the costs of the CIP to Assessment Area Two;
- B. Refine the benefits, as initially defined in the Master Report, to the assessable properties within Assessment Area Two that will be assessed as a result of the issuance of the Bonds (as herein defined);
- C. Determine a fair and equitable method of spreading the associated costs to the benefiting properties within Assessment Area Two within the District and ultimately to the individual units therein; and
- D. Provide a basis for the placement of a lien on the assessable lands within Assessment Area Two within the District that benefit from the AA2 Capital Improvement Program, as outlined by the Engineer’s Report.

The basis of benefit received by properties within Assessment Area Two of the District relates directly to the AA2 Capital Improvement Program allocable to Assessable Property within Assessment Area Two within the District. It is the District’s AA2 Capital Improvement Program that will create the public infrastructure which enables the assessable properties within Assessment Area Two within the District to be developed and improved. Without these public improvements, which include off-site improvements, storm water, utilities (water and sewer), roadways, landscape and hardscape, the development of lands within the District could not be undertaken within the current legal development standards. This First Supplemental Report applies the methodology described in the Master Report to assign assessments to assessable properties within Assessment Area Two within the District as a result of the benefit received from the AA2 Capital Improvement Program and assessments required to satisfy the repayment of the Bonds by benefiting assessable properties.

The District will issue its Special Assessment Bonds, Series 2022 (Assessment Area Two) (the “Bonds”) to finance the construction and/or acquisition of a portion of the AA2 Capital Improvement Program which will provide special benefit to the assessable parcels within Assessment Area Two of the District after platting. The Bonds will be repaid from and secured by non-ad valorem assessments levied on those properties benefiting from the improvements within Assessment Area Two within the District. Non-ad valorem assessments will be collected each year to provide the funding necessary to remit Bond debt service payments and to fund operations and maintenance costs related to the capital improvements maintained by the District.

In summary, this First Supplemental Report will determine the benefit, apportionment and financing structure for the Bonds to be issued by the District in accordance with Chapters 170, 190, and 197, Florida Statutes, as amended, to establish a basis for the levying and collecting of special assessments based on the benefits received and is consistent with our understanding and experience with case law on this subject.





#### IV. DISTRICT OVERVIEW

The District area encompasses 792.295 +/- acres and is located in Manatee County, Florida, within Sections 28 and 29, Township 33 South, and Ranges 19 East. The primary developer of the Assessable Properties is HBWB Development Services, LLC (the “Developer”), who has created the overall development plan as outlined and supported by the Engineer’s Report. The development plan for the District contemplates 1,518 single family lots. The public improvements as described in the Engineer’s Report include off-site improvements, storm water, utilities (water and sewer), roadways and landscape/hardscape.

#### V. CAPITAL IMPROVEMENT PROGRAM (CIP)

The District and Developer are undertaking the responsibility of providing public infrastructure necessary to develop Assessment Area Two of the District. As designed, the AA2 Capital Improvement Program representing a portion of the total CIP is an integrated system of facilities. Each infrastructure facility works as a system to provide special benefit to assessable lands within Assessment Area Two of the District. The drainage and surface water management system are an example of a system that provides benefit to all planned residential lots within the District. As a system of improvements, all private benefiting landowners within Assessment Area Two within the District benefit the same from the first few feet of pipe as they do from the last few feet. The storm water management system; as an interrelated facility which, by its design and interconnected control structures, provides a consistent level of protection to the entire development program, and thus all landowners within District will benefit from such improvement.

The District Engineer has identified the infrastructure, and respective costs, to be acquired and/or constructed as the AA2 Capital Improvement Program. The AA2 Capital Improvement Program includes off-site improvements, storm water, utilities (water and sewer), roadways, amenities, landscape and hardscape. The cost of the AA2 Capital Improvement Program is estimated to be \$11,155,076, approximately \$4,954,867 of which will be funded by issuance of the Bonds as generally described within Tables 2 and 3 of this First Supplemental Report with further detail provided in the Engineer’s Report.

#### VI. DETERMINATION OF SPECIAL ASSESSMENT

There are three main requirements for valid special assessments. The first requirement demands that the improvements to benefited properties, for which special assessments are levied, be implemented for an approved and assessable purpose (F.S. 170.01). As a second requirement, special assessments can only be levied on those properties specially benefiting from the improvements (F.S. 170.01). Thirdly, the special assessments allocated to each benefited property cannot exceed the proportional benefit to each parcel (F.S. 170.02).

The AA2 Capital Improvement Program contains a “system of improvements” for the Development except for common improvements which benefit the entire District; all of which are considered to be for an approved and assessable purpose (F.S. 170.01) which satisfies the first requirement for a valid special assessment, as described above. Additionally,



the improvements will result in all private developable properties receiving a direct and specific benefit, thereby making those properties legally subject to assessments (F.S. 170.01), which satisfies the second requirement, above. Finally, the specific benefit to the properties is equal to or exceeds the cost of the assessments to be levied on the benefited properties (F.S. 170.02), which satisfies the third requirement, above.

The first requirement for determining the validity of a special assessment is plainly demonstrable. Eligible improvements are found within the list provided in F.S. 170.01. However, certifying compliance with the second and third requirements necessary to establish valid special assessment requires a more analytical examination. As required by F.S. 170.02, and described in the next section entitled “Allocation Methodology,” this approach involves identifying and assigning value to specific benefits being conferred upon the various benefitting properties, while confirming the value of these benefits exceed the cost of providing the improvements. These special benefits include, but are not limited to, the added use of the property, added enjoyment of the property, probability of decreased insurance premiums and the probability of increased marketability and value of the property. The Development plan for Assessment Area Two contains a mix of single-family home sites. The method of apportioning benefit to the planned product mix can be related to development density and intensity where it “equates” the estimated benefit conferred to a specific single-family unit type. This is done to implement a fair and equitable method of apportioning benefit.

The second and third requirements are the key elements in defining a valid special assessment. A reasonable estimate of the proportionate special benefits received from the AA2 Capital Improvement Program of the CIP is demonstrated in the calculation of an equivalent assessment unit (EAU), further described in the next section.

The determination has been made that the duty to pay the non-ad valorem special assessments is valid based on the special benefits imparted upon the benefitting property. These benefits are derived from the acquisition and/or construction of the District’s CIP. The allocation of responsibility for the payment of special assessments, being associated with the special assessment liens encumbering Assessment Area Two as a result of the AA2 Capital Improvement Program, has been apportioned according to a reasonable estimate of the special benefits provided, consistent with each land use category. Accordingly, no acre or parcel of property within the boundary of Assessment Area within the District will be assessed for the payment of any non-ad valorem special assessment greater than the determined special benefit particular to that property.

Property within the District that currently is not, or upon future development, will not be subject to the special assessments include publicly owned (State/County/City/CDD) tax-exempt parcels such as: lift stations, road rights-of-way, waterway management systems, common areas, and certain lands/amenities owned by the Developer and other community property. To the extent it is later determined that a property no longer qualifies for an exemption, assessments will be apportioned and levied based on an EAU factor proportionate to lot product average front footage.



## VII. ALLOCATION METHODOLOGY

Table 1 outlines EAUs assigned for residential product types under the current Development plan for Assessment Area Two. If future assessable property is added or product types are contemplated, this Report will be amended to reflect such change.

The method of benefit allocation is based on the special benefit received from infrastructure improvements relative to the benefiting Assessable Property by use and size in comparison to other Assessable Property within Assessment Area Two of the District. According to F.S. 170.02, the methodology by which special assessments are allocated to specifically benefited property must be determined and adopted by the governing body of the District. This alone gives the District latitude in determining how special assessments will be allocated to specific assessable property. The CIP benefit with respect to the AA2 Capital Improvement Program and special assessment allocation rationale is detailed herein and provides a mechanism by which these costs, based on a determination of the estimated level of benefit conferred by the CIP, are apportioned to the Assessable Property within the District for levy and collection. The allocation of benefits and maximum assessments associated with the AA2 Capital Improvement Program are demonstrated on Table 3 through Table 4. The Developer may choose to pay down or contribute infrastructure on a portion or all of the long-term assessments as evaluated on a per parcel basis, thereby reducing the annual debt service assessment associated with any series of bonds.

## VIII. ASSIGNMENT OF ASSESSMENTS

This section sets out the manner in which special assessments will be assigned and to establish a lien on land within Assessment Area Two within the District. With regard to the Assessable Property the special assessments are assigned to all property within Assessment Area Two of the District on a gross acreage basis until such time as the developable acreage is platted in Assessment Area Two. The platted parcels will then be reviewed as to use and product types. Pursuant to Section 193.0235, Florida Statutes, certain privately or publicly owned “common elements” such as clubhouses, amenities, lakes and common areas for community use and benefit are exempt from non-ad valorem assessments and liens regardless of the private ownership.

It is useful to consider three distinct states or conditions of development within a community. The initial condition is the “undeveloped state”. At this point the infrastructure may or may not be installed and none of the units in the Development plan have been platted. This condition exists when the infrastructure program is financed prior to any development. Assessment Area Two of the District has already been platted, and as such does not fall within this category.

The second condition is “on-going development”. At this point, if not already in place, the installation of infrastructure has begun. Additionally, the Development plan has started to take shape. As lands subject to special assessments are platted and fully-developed, they are assigned specific special assessments in relation to the estimated benefit that each platted unit within Assessment Area Two receives from the AA2 Capital Improvement Program, with the balance of the debt assigned on a per gross acre basis as described in the preceding paragraph. Therefore, each fully-



developed, platted unit will be assigned a special assessment pursuant to its Product Type classification as set forth in Table 4.

The third condition is the “completed development state.” In this condition all of the Assessable Property within the Development plan has been platted and the total par value of the Bonds has been assigned as specific assessments to each of the platted lots within the portion of the District representing 185.13 EAUs. Assessment Area Two of the District has already been platted, and as such falls within this category

#### IX. FINANCING INFORMATION

The District will finance a portion of the AA2 Capital Improvement Program through the issuance of the Bonds secured ultimately by benefiting properties within Assessment Area Two of the Development plan (i.e., Assessment Area Two) within the District. A number of items will comprise the bond sizing such as capitalized interest, a debt service reserve, issuance costs and rounding as shown on Table 3.

#### X. TRUE-UP MODIFICATION

During the construction period of the Development, it is possible that the number of residential units built may change, thereby necessitating a modification to the per unit allocation of special assessment principal. In order to ensure the District’s debt does not build up on the unplatted land, the District shall apply the following test as outlined within this “true-up methodology.” As Assessment Area Two has already been platted and the Series 2022 Bonds assessed based on the platted units, no true-up is anticipated.

#### XI. ADDITIONAL STIPULATIONS

Inframark was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District’s CIP relating to the AA2 Capital Improvement Program. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation Methodology described herein was based on information provided by those professionals. Inframark makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Inframark does not represent the District as a Municipal Advisor or Securities Broker nor is Inframark registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Inframark does not provide the District with financial advisory services or offer investment advice in any form.



TABLE 1

PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT AA2 PLANNED DEVELOPMENT PROGRAM				
PRODUCT	LOT SIZE	ASSESSMENT AREA TWO	PER UNIT EAU <sup>(2)</sup>	TOTAL EAUs
Single Family	55	72	1.38	99.00
Single Family	65	53	1.63	86.13
<b>TOTAL</b>		<b>125</b>		<b>185.13</b>

<sup>(1)</sup> EAU factors assigned based on Product Type as identified by district engineer and do not reflect front footage of planned lots.

<sup>(2)</sup> Any development plan changes will require recalculations pursuant to the true-up provisions within this report.

TABLE 2

PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT AA2 DEVELOPMENT PROGRAM COSTS	
DESCRIPTION	PHASE 2 PROJECT COSTS
Roadways	1,210,651
Street/Entry/Lighting	-
Potable Water	728,335
Sanitary	1,514,746
Stormwater Management	2,857,909
Landscaping/Irrigation	1,592,274
Hardscape	200,000
Professional Fees, Design & Permitting	300,000
Offsite Improvements	2,501,161
Amenities	-
Environmental Mitigation	250,000
Consultants/Contingencies/Other	-
<b>TOTAL</b>	<b>11,155,076</b>
Net Construction Proceeds From Series 2022 Bonds	4,954,867
Other Sources to Complete Construction	6,200,209



TABLE 3

PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT CDD ASSESSMENT ANALYSIS		
FINANCING INFORMATION - SERIES 2022 LONG-TERMBONDS		
Coupon Rate <sup>(1)</sup>		5.35%
Term (Years)		30
Principal Amortization Installments		30
<b>ISSUE SIZE</b>		<b>\$5,500,000</b>
Construction Fund		\$4,954,867
Capitalized Interest (Months) <sup>(2)</sup>	2	\$49,042
Debt Service Reserve Fund	50%	\$186,091
Underwriter's Discount	2.00%	\$110,000
Cost of Issuance		\$200,000
<b>ANNUAL ASSESSMENT</b>		
Annual Debt Service (Principal plus Interest)		\$372,183
Collection Costs and Discounts @	6.00%	\$23,756
<b>TOTAL ANNUAL ASSESSMENT</b>		<b>\$395,939</b>
<sup>(1)</sup> Based on projected interest rate, subject to change based final conditions.		
<sup>(2)</sup> Based on capitalized interest 2 months.		



Table 4

PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT TOTAL BOND ASSESSMENT								
ALLOCATION METHODOLOGY - SERIES 2022 LONG-TERM BONDS <sup>(1)</sup>								
PRODUCT	PER UNIT EAU	TOTAL EAUs	% OF EAUs	UNITS	PRODUCT TYPE		PER UNIT	
					TOTAL PRINCIPAL	ANNUAL ASSMT. (2)	TOTAL PRINCIPAL	ANNUAL ASSMT. (2)
Single Family 55'	1.38	99.00	53.48%	72	\$2,941,256	\$211,738	\$40,850.78	\$2,940.80
Single Family 65'	1.63	86.13	46.52%	53	\$2,558,744	\$184,201	\$48,278.19	\$3,475.50
<b>TOTAL</b>		<b>185.13</b>	<b>100.00%</b>	<b>125</b>	<b>\$5,500,000</b>	<b>\$395,939</b>		

<sup>(1)</sup> Allocation of total bond principal (i.e., assessment) based on equivalent assessment units. Individual principal and interest assessments calculated on a per unit basis, 2 month Capitalized Interest Period.

<sup>(2)</sup> Includes principal, interest, discounts and collection costs.



EXHIBIT A

Parcel ID	Owner Name	Legal Description	Address	Annual Assessment	Principal Debt
414001059	HOMES BY WEST BAY LLC	LOT 1, CROSSWIND RANCH PH IA PI #4140.0105/9	8437 Dove Bog Terrace	2,940.80	40,850.78
414001109	HOMES BY WEST BAY LLC	LOT 2, CROSSWIND RANCH PH IA PI #4140.0110/9	8433 Dove Bog Terrace	2,940.80	40,850.78
414001159	HOMES BY WEST BAY LLC	LOT 3, CROSSWIND RANCH PH IA PI #4140.0115/9	8429 Dove Bog Terrace	2,940.80	40,850.78
414001209	HOMES BY WEST BAY LLC	LOT 4, CROSSWIND RANCH PH IA PI #4140.0120/9	8425 Dove Bog Terrace	2,940.80	40,850.78
414001259	HOMES BY WEST BAY LLC	LOT 5, CROSSWIND RANCH PH IA PI #4140.0125/9	8421 Dove Bog Terrace	2,940.80	40,850.78
414001309	HOMES BY WEST BAY LLC	LOT 6, CROSSWIND RANCH PH IA PI #4140.0130/9	8417 Dove Bog Terrace	2,940.80	40,850.78
414001359	HOMES BY WEST BAY LLC	LOT 7, CROSSWIND RANCH PH IA PI #4140.0135/9	8413 Dove Bog Terrace	2,940.80	40,850.78
414001409	HOMES BY WEST BAY LLC	LOT 8, CROSSWIND RANCH PH IA PI #4140.0140/9	8409 Dove Bog Terrace	2,940.80	40,850.78
414001459	HOMES BY WEST BAY LLC	LOT 9, CROSSWIND RANCH PH IA PI #4140.0145/9	8405 Dove Bog Terrace	2,940.80	40,850.78
414001509	HOMES BY WEST BAY LLC	LOT 10, CROSSWIND RANCH PH IA PI #4140.0150/9	8323 Dove Bog Terrace	2,940.80	40,850.78
414001559	HOMES BY WEST BAY LLC	LOT 11, CROSSWIND RANCH PH IA PI #4140.0155/9	8319 Dove Bog Terrace	2,940.80	40,850.78
414001609	HOMES BY WEST BAY LLC	LOT 12, CROSSWIND RANCH PH IA PI #4140.0160/9	8315 Dove Bog Terrace	2,940.80	40,850.78
414001659	HOMES BY WEST BAY LLC	LOT 13, CROSSWIND RANCH PH IA PI #4140.0165/9	8311 Dove Bog Terrace	2,940.80	40,850.78
414001709	HOMES BY WEST BAY LLC	LOT 14, CROSSWIND RANCH PH IA PI #4140.0170/9	8307 Dove Bog Terrace	2,940.80	40,850.78
414001759	HOMES BY WEST BAY LLC	LOT 15, CROSSWIND RANCH PH IA PI #4140.0175/9	8303 Dove Bog Terrace	2,940.80	40,850.78
414001809	HOMES BY WEST BAY LLC	LOT 16, CROSSWIND RANCH PH IA PI #4140.0180/9	8225 Carrhill Place	2,940.80	40,850.78
414001859	HOMES BY WEST BAY LLC	LOT 17, CROSSWIND RANCH PH IA PI #4140.0185/9	8221 Carrhill Place	2,940.80	40,850.78
414001909	HOMES BY WEST BAY LLC	LOT 18, CROSSWIND RANCH PH IA PI #4140.0190/9	8217 Carrhill Place	2,940.80	40,850.78
414001959	HOMES BY WEST BAY LLC	LOT 19, CROSSWIND RANCH PH IA PI #4140.0195/9	8213 Carrhill Place	2,940.80	40,850.78
414002009	HOMES BY WEST BAY LLC	LOT 20, CROSSWIND RANCH PH IA PI #4140.0200/9	8209 Carrhill Place	2,940.80	40,850.78
414002059	HOMES BY WEST BAY LLC	LOT 21, CROSSWIND RANCH PH IA PI #4140.0205/9	8204 Carrhill Place	2,940.80	40,850.78
414002109	HOMES BY WEST BAY LLC	LOT 22, CROSSWIND RANCH PH IA PI #4140.0210/9	8208 Carrhill Place	2,940.80	40,850.78
414002159	HOMES BY WEST BAY LLC	LOT 23, CROSSWIND RANCH PH IA PI #4140.0215/9	8212 Carrhill Place	2,940.80	40,850.78
414002209	HOMES BY WEST BAY LLC	LOT 24, CROSSWIND RANCH PH IA PI #4140.0220/9	8216 Carrhill Place	2,940.80	40,850.78
414002259	HOMES BY WEST BAY LLC	LOT 25, CROSSWIND RANCH PH IA PI #4140.0225/9	8220 Carrhill Place	2,940.80	40,850.78
414002309	HOMES BY WEST BAY LLC	LOT 26, CROSSWIND RANCH PH IA PI #4140.0230/9	8224 Carrhill Place	2,940.80	40,850.78
414002359	HOMES BY WEST BAY LLC	LOT 27, CROSSWIND RANCH PH IA PI #4140.0235/9	8228 Carrhill Place	2,940.80	40,850.78
414002409	HOMES BY WEST BAY LLC	LOT 28, CROSSWIND RANCH PH IA PI #4140.0240/9	8302 Carrhill Place	2,940.80	40,850.78
414002459	HOMES BY WEST BAY LLC	LOT 29, CROSSWIND RANCH PH IA PI #4140.0245/9	8306 Carrhill Place	2,940.80	40,850.78
414002509	HOMES BY WEST BAY LLC	LOT 30, CROSSWIND RANCH PH IA PI #4140.0250/9	8310 Carrhill Place	2,940.80	40,850.78
414002559	HOMES BY WEST BAY LLC	LOT 31, CROSSWIND RANCH PH IA PI #4140.0255/9	8314 Carrhill Place	2,940.80	40,850.78
414002609	HOMES BY WEST BAY LLC	LOT 32, CROSSWIND RANCH PH IA PI #4140.0260/9	8320 Carrhill Place	2,940.80	40,850.78
414002659	JEN TAMPA 4 LLC	LOT 33, CROSSWIND RANCH PH IA PI #4140.0265/9	13407 Heartwood Way	2,940.80	40,850.78
414002709	JEN TAMPA 4 LLC	LOT 34, CROSSWIND RANCH PH IA PI #4140.0270/9	13411 Heartwood Way	2,940.80	40,850.78
414002759	JEN TAMPA 4 LLC	LOT 35, CROSSWIND RANCH PH IA PI #4140.0275/9	13415 Heartwood Way	2,940.80	40,850.78
414002809	JEN TAMPA 4 LLC	LOT 36, CROSSWIND RANCH PH IA PI #4140.0280/9	13419 Heartwood Way	2,940.80	40,850.78
414002859	JEN TAMPA 4 LLC	LOT 37, CROSSWIND RANCH PH IA PI #4140.0285/9	13505 Heartwood Way	2,940.80	40,850.78
414002909	JEN TAMPA 4 LLC	LOT 38, CROSSWIND RANCH PH IA PI #4140.0290/9	13509 Heartwood Way	2,940.80	40,850.78
414002959	JEN TAMPA 4 LLC	LOT 39, CROSSWIND RANCH PH IA PI #4140.0295/9	13513 Heartwood Way	2,940.80	40,850.78
414003009	JEN TAMPA 4 LLC	LOT 40, CROSSWIND RANCH PH IA PI #4140.0300/9	13517 Heartwood Way	2,940.80	40,850.78
414003059	JEN TAMPA 4 LLC	LOT 41, CROSSWIND RANCH PH IA PI #4140.0305/9	8319 Carrhill Place	2,940.80	40,850.78
414003109	HOMES BY WEST BAY LLC	LOT 42, CROSSWIND RANCH PH IA PI #4140.0310/9	8315 Carrhill Place	2,940.80	40,850.78
414003159	HOMES BY WEST BAY LLC	LOT 43, CROSSWIND RANCH PH IA PI #4140.0315/9	8311 Carrhill Place	2,940.80	40,850.78
414003209	HOMES BY WEST BAY LLC	LOT 44, CROSSWIND RANCH PH IA PI #4140.0320/9	8307 Carrhill Place	2,940.80	40,850.78
414003259	JEN TAMPA 4 LLC	LOT 45, CROSSWIND RANCH PH IA PI #4140.0325/9	13603 Heartwood Way	2,940.80	40,850.78
414003309	JEN TAMPA 4 LLC	LOT 46, CROSSWIND RANCH PH IA PI #4140.0330/9	13607 Heartwood Way	2,940.80	40,850.78
414003359	JEN TAMPA 4 LLC	LOT 47, CROSSWIND RANCH PH IA PI #4140.0335/9	13611 Heartwood Way	2,940.80	40,850.78
414003409	JEN TAMPA 4 LLC	LOT 48, CROSSWIND RANCH PH IA PI #4140.0340/9	13615 Heartwood Way	2,940.80	40,850.78
414003459	JEN TAMPA 4 LLC	LOT 49, CROSSWIND RANCH PH IA PI #4140.0345/9	13619 Heartwood Way	2,940.80	40,850.78
414003509	JEN TAMPA 4 LLC	LOT 50, CROSSWIND RANCH PH IA PI #4140.0350/9	13623 Heartwood Way	2,940.80	40,850.78
414003559	JEN TAMPA 4 LLC	LOT 51, CROSSWIND RANCH PH IA PI #4140.0355/9	13627 Heartwood Way	2,940.80	40,850.78
414003609	JEN TAMPA 4 LLC	LOT 52, CROSSWIND RANCH PH IA PI #4140.0360/9	13631 Heartwood Way	2,940.80	40,850.78
414003659	HOMES BY WEST BAY LLC	LOT 53, CROSSWIND RANCH PH IA PI #4140.0365/9	13890 Heartwood Way	3,475.50	48,278.19
414003709	HOMES BY WEST BAY LLC	LOT 54, CROSSWIND RANCH PH IA PI #4140.0370/9	13886 Heartwood Way	3,475.50	48,278.19
414003759	HOMES BY WEST BAY LLC	LOT 55, CROSSWIND RANCH PH IA PI #4140.0375/9	13882 Heartwood Way	3,475.50	48,278.19
414003809	HOMES BY WEST BAY LLC	LOT 56, CROSSWIND RANCH PH IA PI #4140.0380/9	13878 Heartwood Way	3,475.50	48,278.19
414003859	HOMES BY WEST BAY LLC	LOT 57, CROSSWIND RANCH PH IA PI #4140.0385/9	13874 Heartwood Way	3,475.50	48,278.19
414003909	HOMES BY WEST BAY LLC	LOT 58, CROSSWIND RANCH PH IA PI #4140.0390/9	13870 Heartwood Way	3,475.50	48,278.19
414003959	HOMES BY WEST BAY LLC	LOT 59, CROSSWIND RANCH PH IA PI #4140.0395/9	13866 Heartwood Way	3,475.50	48,278.19
414004009	HOMES BY WEST BAY LLC	LOT 60, CROSSWIND RANCH PH IA PI #4140.0400/9	8215 Rushton Place	3,475.50	48,278.19
414004059	HOMES BY WEST BAY LLC	LOT 61, CROSSWIND RANCH PH IA PI #4140.0405/9	8211 Rushton Place	3,475.50	48,278.19
414004109	HOMES BY WEST BAY LLC	LOT 62, CROSSWIND RANCH PH IA PI #4140.0410/9	8207 Rushton Place	3,475.50	48,278.19
414004159	HOMES BY WEST BAY LLC	LOT 63, CROSSWIND RANCH PH IA PI #4140.0415/9	8203 Rushton Place	3,475.50	48,278.19
414004209	HOMES BY WEST BAY LLC	LOT 64, CROSSWIND RANCH PH IA PI #4140.0420/9	8206 Rushton Place	3,475.50	48,278.19
414004259	HOMES BY WEST BAY LLC	LOT 65, CROSSWIND RANCH PH IA PI #4140.0425/9	8210 Rushton Place	3,475.50	48,278.19
414004309	JEN TAMPA 4 LLC	LOT 66, CROSSWIND RANCH PH IA PI #4140.0430/9	8214 Rushton Place	3,475.50	48,278.19
414004359	JEN TAMPA 4 LLC	LOT 67, CROSSWIND RANCH PH IA PI #4140.0435/9	8217 Liebton Place	3,475.50	48,278.19



EXHIBIT A

Parcel ID	Owner Name	Legal Description	Address	Annual Assessment	Principal Debt
414004409	JEN TAMPA 4 LLC	LOT 68, CROSSWIND RANCH PH IA PI #4140.0440/9	8213 Liebton Place	3,475.50	48,278.19
414004459	JEN TAMPA 4 LLC	LOT 69, CROSSWIND RANCH PH IA PI #4140.0445/9	8209 Liebton Place	3,475.50	48,278.19
414004509	JEN TAMPA 4 LLC	LOT 70, CROSSWIND RANCH PH IA PI #4140.0450/9	8205 Liebton Place	3,475.50	48,278.19
414004559	JEN TAMPA 4 LLC	LOT 71, CROSSWIND RANCH PH IA PI #4140.0455/9	8203 Liebton Place	3,475.50	48,278.19
414004609	JEN TAMPA 4 LLC	LOT 72, CROSSWIND RANCH PH IA PI #4140.0460/9	8204 Liebton Place	3,475.50	48,278.19
414004659	JEN TAMPA 4 LLC	LOT 73, CROSSWIND RANCH PH IA PI #4140.0465/9	8208 Liebton Place	3,475.50	48,278.19
414004709	JEN TAMPA 4 LLC	LOT 74, CROSSWIND RANCH PH IA PI #4140.0470/9	8212 Liebton Place	3,475.50	48,278.19
414004759	JEN TAMPA 4 LLC	LOT 75, CROSSWIND RANCH PH IA PI #4140.0475/9	8216 Liebton Place	3,475.50	48,278.19
414004809	JEN TAMPA 4 LLC	LOT 76, CROSSWIND RANCH PH IA PI #4140.0480/9	13844 Heartwood Way	3,475.50	48,278.19
414004859	JEN TAMPA 4 LLC	LOT 77, CROSSWIND RANCH PH IA PI #4140.0485/9	13829 Heartwood Way	3,475.50	48,278.19
414004909	JEN TAMPA 4 LLC	LOT 78, CROSSWIND RANCH PH IA PI #4140.0490/9	13833 Heartwood Way	3,475.50	48,278.19
414004959	JEN TAMPA 4 LLC	LOT 79, CROSSWIND RANCH PH IA PI #4140.0495/9	13837 Heartwood Way	3,475.50	48,278.19
414005009	JEN TAMPA 4 LLC	LOT 80, CROSSWIND RANCH PH IA PI #4140.0500/9	13841 Heartwood Way	3,475.50	48,278.19
414005059	JEN TAMPA 4 LLC	LOT 81, CROSSWIND RANCH PH IA PI #4140.0505/9	13845 Heartwood Way	3,475.50	48,278.19
414005109	JEN TAMPA 4 LLC	LOT 82, CROSSWIND RANCH PH IA PI #4140.0510/9	13849 Heartwood Way	3,475.50	48,278.19
414005159	JEN TAMPA 4 LLC	LOT 83, CROSSWIND RANCH PH IA PI #4140.0515/9	13853 Heartwood Way	3,475.50	48,278.19
414005209	HOMES BY WEST BAY LLC	LOT 84, CROSSWIND RANCH PH IA PI #4140.0520/9	13857 Heartwood Way	3,475.50	48,278.19
414005259	HOMES BY WEST BAY LLC	LOT 85, CROSSWIND RANCH PH IA PI #4140.0525/9	13861 Heartwood Way	3,475.50	48,278.19
414005309	HOMES BY WEST BAY LLC	LOT 86, CROSSWIND RANCH PH IA PI #4140.0530/9	13865 Heartwood Way	3,475.50	48,278.19
414005359	HOMES BY WEST BAY LLC	LOT 87, CROSSWIND RANCH PH IA PI #4140.0535/9	13871 Heartwood Way	3,475.50	48,278.19
414005409	HOMES BY WEST BAY LLC	LOT 88, CROSSWIND RANCH PH IA PI #4140.0540/9	13875 Heartwood Way	3,475.50	48,278.19
414005459	HOMES BY WEST BAY LLC	LOT 89, CROSSWIND RANCH PH IA PI #4140.0545/9	13879 Heartwood Way	3,475.50	48,278.19
414005509	HOMES BY WEST BAY LLC	LOT 90, CROSSWIND RANCH PH IA PI #4140.0550/9	13883 Heartwood Way	3,475.50	48,278.19
414005559	HOMES BY WEST BAY LLC	LOT 91, CROSSWIND RANCH PH IA PI #4140.0555/9	13887 Heartwood Way	3,475.50	48,278.19
414005609	HOMES BY WEST BAY LLC	LOT 92, CROSSWIND RANCH PH IA PI #4140.0560/9	13891 Heartwood Way	3,475.50	48,278.19
414005659	HOMES BY WEST BAY LLC	LOT 93, CROSSWIND RANCH PH IA PI #4140.0565/9	13895 Heartwood Way	3,475.50	48,278.19
414005709	JEN TAMPA 4 LLC	LOT 94, CROSSWIND RANCH PH IA PI #4140.0570/9	13711 Heartwood Way	3,475.50	48,278.19
414005759	JEN TAMPA 4 LLC	LOT 95, CROSSWIND RANCH PH IA PI #4140.0575/9	13820 Heartwood Way	3,475.50	48,278.19
414005809	JEN TAMPA 4 LLC	LOT 96, CROSSWIND RANCH PH IA PI #4140.0580/9	13816 Heartwood Way	3,475.50	48,278.19
414005859	JEN TAMPA 4 LLC	LOT 97, CROSSWIND RANCH PH IA PI #4140.0585/9	13812 Heartwood Way	3,475.50	48,278.19
414005909	JEN TAMPA 4 LLC	LOT 98, CROSSWIND RANCH PH IA PI #4140.0590/9	13808 Heartwood Way	3,475.50	48,278.19
414005959	JEN TAMPA 4 LLC	LOT 99, CROSSWIND RANCH PH IA PI #4140.0595/9	13804 Heartwood Way	3,475.50	48,278.19
414006009	JEN TAMPA 4 LLC	LOT 100, CROSSWIND RANCH PH IA PI #4140.0600/9	13746 Heartwood Way	3,475.50	48,278.19
414006059	JEN TAMPA 4 LLC	LOT 101, CROSSWIND RANCH PH IA PI #4140.0605/9	13742 Heartwood Way	3,475.50	48,278.19
414006109	JEN TAMPA 4 LLC	LOT 102, CROSSWIND RANCH PH IA PI #4140.0610/9	13738 Heartwood Way	3,475.50	48,278.19
414006159	JEN TAMPA 4 LLC	LOT 103, CROSSWIND RANCH PH IA PI #4140.0615/9	13734 Heartwood Way	3,475.50	48,278.19
414006209	JEN TAMPA 4 LLC	LOT 104, CROSSWIND RANCH PH IA PI #4140.0620/9	13730 Heartwood Way	3,475.50	48,278.19
414006259	HOMES BY WEST BAY LLC	LOT 105, CROSSWIND RANCH PH IA PI #4140.0625/9	13726 Heartwood Way	3,475.50	48,278.19
414006309	HOMES BY WEST BAY LLC	LOT 106, CROSSWIND RANCH PH IA PI #4140.0630/9	13722 Heartwood Way	2,940.80	40,850.78
414006359	JEN TAMPA 4 LLC	LOT 107, CROSSWIND RANCH PH IA PI #4140.0635/9	13718 Heartwood Way	2,940.80	40,850.78
414006409	JEN TAMPA 4 LLC	LOT 108, CROSSWIND RANCH PH IA PI #4140.0640/9	13714 Heartwood Way	2,940.80	40,850.78
414006459	JEN TAMPA 4 LLC	LOT 109, CROSSWIND RANCH PH IA PI #4140.0645/9	13710 Heartwood Way	2,940.80	40,850.78
414006509	JEN TAMPA 4 LLC	LOT 110, CROSSWIND RANCH PH IA PI #4140.0650/9	13706 Heartwood Way	2,940.80	40,850.78
414006559	JEN TAMPA 4 LLC	LOT 111, CROSSWIND RANCH PH IA PI #4140.0655/9	13702 Heartwood Way	2,940.80	40,850.78
414006609	JEN TAMPA 4 LLC	LOT 112, CROSSWIND RANCH PH IA PI #4140.0660/9	13628 Heartwood Way	2,940.80	40,850.78
414006659	JEN TAMPA 4 LLC	LOT 113, CROSSWIND RANCH PH IA PI #4140.0665/9	13624 Heartwood Way	2,940.80	40,850.78
414006709	JEN TAMPA 4 LLC	LOT 114, CROSSWIND RANCH PH IA PI #4140.0670/9	13620 Heartwood Way	2,940.80	40,850.78
414006759	JEN TAMPA 4 LLC	LOT 115, CROSSWIND RANCH PH IA PI #4140.0675/9	13616 Heartwood Way	2,940.80	40,850.78
414006809	JEN TAMPA 4 LLC	LOT 116, CROSSWIND RANCH PH IA PI #4140.0680/9	13612 Heartwood Way	2,940.80	40,850.78
414006859	JEN TAMPA 4 LLC	LOT 117, CROSSWIND RANCH PH IA PI #4140.0685/9	13608 Heartwood Way	2,940.80	40,850.78
414006909	JEN TAMPA 4 LLC	LOT 118, CROSSWIND RANCH PH IA PI #4140.0690/9	13524 Heartwood Way	2,940.80	40,850.78
414006959	JEN TAMPA 4 LLC	LOT 119, CROSSWIND RANCH PH IA PI #4140.0695/9	13520 Heartwood Way	2,940.80	40,850.78
414007009	JEN TAMPA 4 LLC	LOT 120, CROSSWIND RANCH PH IA PI #4140.0700/9	13516 Heartwood Way	2,940.80	40,850.78
414007059	JEN TAMPA 4 LLC	LOT 121, CROSSWIND RANCH PH IA PI #4140.0705/9	13512 Heartwood Way	2,940.80	40,850.78
414007109	JEN TAMPA 4 LLC	LOT 122, CROSSWIND RANCH PH IA PI #4140.0710/9	13508 Heartwood Way	2,940.80	40,850.78
414007159	JEN TAMPA 4 LLC	LOT 123, CROSSWIND RANCH PH IA PI #4140.0715/9	13504 Heartwood Way	2,940.80	40,850.78
414007209	JEN TAMPA 4 LLC	LOT 124, CROSSWIND RANCH PH IA PI #4140.0720/9	13418 Heartwood Way	2,940.80	40,850.78
414007259	JEN TAMPA 4 LLC	LOT 125, CROSSWIND RANCH PH IA PI #4140.0725/9	13414 Heartwood Way	2,940.80	40,850.78
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**APPENDIX E**

**PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT**

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## CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated September \_\_, 2022 is executed and delivered by the Parrish Plantation Community Development District (the "Issuer" or the "District"), JEN Tampa 4, LLC, a Florida limited liability company ("JEN") and Homes By West Bay, LLC, a Florida limited liability company ("HBWB" and together with JEN, the "Landowners"), and Inframark, LLC, a Texas limited liability company (the "Dissemination Agent") in connection with the Issuer's Special Assessment Revenue Bonds, Series 2022 (Assessment Area Two Project) (the "Assessment Area Two Bonds"). The Assessment Area Two Bonds are secured pursuant to a Master Trust Indenture dated as of February 1, 2021 (the "Master Indenture") and a Second Supplemental Trust Indenture dated as of September 1, 2022 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each entered into by and between the Issuer and U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Orlando, Florida, as trustee (the "Trustee"). The Issuer, the Landowners and the Dissemination Agent covenant and agree as follows:

1. **Purpose of this Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the Issuer, the Landowners and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Assessment Area Two Bonds and to assist the Participating Underwriter (as defined herein) of the Assessment Area Two Bonds in complying with the Rule (as defined herein). The Issuer has no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the Issuer or other Obligated Person (as defined herein) to provide additional information, the Issuer and each Obligated Person agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. **Definitions.** Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Indenture. The following capitalized terms as used in this Disclosure Agreement shall have the following meanings:

"Annual Filing Date" means the date set forth in Section 3(a) hereof by which the Annual Report is to be filed with each Repository.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessment Area" shall mean that portion of the District lands subject to Assessments.

"Assessments" shall mean the non-ad valorem Assessment Area Two Special Assessments pledged to the payment of the Assessment Area Two Bonds pursuant to the Indenture.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior Fiscal Year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Audited Financial Statements Filing Date" means the date set forth in Section 3(a) hereof by which the Audited Financial Statements are to be filed with each Repository if the same are not included as part of the Annual Report.

"Beneficial Owner" shall mean any person which, (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Bond Year" means the annual period beginning on the second day of November of each year and ending on the first day of November of the following year.

"Business Day" means any day other than (a) a Saturday, Sunday or a day on which banks located in the city in which the designated corporate trust office of the Trustee is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

"Disclosure Representative" shall mean (i) as to the Issuer, the District Manager or its designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent; and (ii) as to each entity comprising an Obligated Person (other than the Issuer), the individuals executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

"Dissemination Agent" shall mean the Issuer or an entity appointed by the Issuer to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer pursuant to Section 8 hereof. Inframark, LLC has been designated as the initial Dissemination Agent hereunder.

"District Manager" shall mean Inframark, LLC and its successors and assigns.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures located at <http://emma.msrb.org/>.

"EMMA Compliant Format" shall mean a format for any document provided to the MSRB (as hereinafter defined) which is in an electronic format and is accompanied by identifying information, all as prescribed by the MSRB.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Limited Offering Memorandum" shall mean that Limited Offering Memorandum dated \_\_\_\_\_, 2022, prepared in connection with the issuance of the Assessment Area Two Bonds.

"Listed Events" shall mean any of the events listed in Section 6(a) of this Disclosure Agreement.

"MSRB" means the Municipal Securities Rulemaking Board.

"Obligated Person(s)" shall mean, with respect to the Assessment Area Two Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the Issuer, and for the purposes of this Disclosure Agreement, the Landowners and their affiliates for so long as such Landowners or their affiliates, successors or assigns (excluding residential homebuyers who are end users) are the owners of District Lands responsible for payment of at least 20% of the Assessments.

"Participating Underwriter" shall mean FMSbonds, Inc.

"Quarterly Filing Date" shall mean for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year. The first Quarterly Filing Date shall be February 1, 2023.

"Quarterly Report" shall mean any Quarterly Report provided by any Obligated Person (other than the Issuer) pursuant to, and as described in, Section 5 of this Disclosure Agreement.

"Repository" shall mean each entity authorized and approved by the SEC (as hereinafter defined) from time to time to act as a repository for purposes of complying with the Rule. The Repositories approved by the SEC may be found by visiting the SEC's website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure submissions through its EMMA web portal. As used herein, "Repository" shall include the State Repository, if any.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same has and may be amended from time to time.

"SEC" means the Securities and Exchange Commission.

"State" shall mean the State of Florida.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for purposes of the Rule.

### 3. **Provision of Annual Reports.**

(a) Subject to the following sentence, the Issuer shall provide the Annual Report to the Dissemination Agent no later than March 31st following the close of the Issuer's Fiscal Year (the "Annual Filing Date"), commencing with the Annual Report for the Fiscal Year ended September 30, 2022. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; *provided that* the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report, and may be submitted in accordance with State law, which currently requires such Audited Financial Statements to be provided up to, but no later than, nine (9) months after the close of the Issuer's Fiscal Year (the "Audited Financial Statements Filing Date"). The Issuer shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after the same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, if applicable. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 6.

(b) If on the fifteenth (15<sup>th</sup>) day prior to each Annual Filing Date or Audited Financial Statements Filing Date, as applicable, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be via email) to remind the Issuer of its undertaking to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or the Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the times required under this Disclosure Agreement, state the date by which the Annual Report or the Audited Financial Statements for such year, as applicable, will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 6(a)(xvii) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.

(c) If the Dissemination Agent has not received an Annual Report by 12:00 noon on the first (1<sup>st</sup>) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1<sup>st</sup>) Business Day following the Audited



Financial Statements Filing Date for the Audited Financial Statements, then a Listed Event as described in Section 6(a)(xvii) shall have occurred and the Dissemination Agent shall immediately send a notice to the Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer stating that the Annual Report or Audited Financial Statements has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing all Repositories with which it was filed.

(e) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an EMMA Compliant Format.

#### 4. **Content of Annual Reports.**

(a) Each Annual Report shall be in the form set in Schedule A attached hereto and shall contain the following Annual Financial Information with respect to the Issuer:

(i) All fund balances in all Funds, Accounts and subaccounts for the Assessment Area Two Bonds and the total amount of Assessment Area Two Bonds Outstanding, in each case as of December 31st following the end of the most recent prior Fiscal Year.

(ii) The method by which Assessments are being levied (whether on-roll or off-roll) and the amounts being levied by each method in the Assessment Area for the current Fiscal Year, and a copy of the assessment roll (on roll and off roll) for the Assessments certified for collection in the Assessment Area for the current Fiscal Year.

(iii) The method by which Assessments were levied (whether on-roll or off-roll) and the amounts levied by each method in the Assessment Area for the most recent prior Fiscal Year.

(iv) The amount of Assessments collected in the Assessment Area from the property owners during the most recent prior Fiscal Year.

(v) If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of the Assessments due in any year, a list of delinquent property owners.

(vi) If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.

(vii) The amount of principal and interest to be paid on the Assessment Area Two Bonds in the current Fiscal Year.

(viii) The most recent Audited Financial Statements of the Issuer.

(ix) In the event of any amendment or waiver of a provision of this Disclosure Agreement, a description of such amendment or waiver in the next Annual Report, and in each case shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth (unless Audited Financial Statements are being delivered later than March 31st after the close of the Issuer's Fiscal Year pursuant to Section 3(a) hereof). Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memorandums and official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

(b) The Issuer and each Obligated Person agree to supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The Issuer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Issuer, Obligated Persons and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Issuer, an Obligated Person or others as thereafter disseminated by the Dissemination Agent.

(c) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

## 5. **Quarterly Reports.**

(a) Each Obligated Person (other than the Issuer), or the Landowners on behalf of any other Obligated Person that fails to execute an Assignment (as hereinafter defined), shall provide an electronic copy of the Quarterly Report to the Dissemination Agent no later than fifteen (15) days prior to the Quarterly Filing Date. Promptly upon receipt of an electronic copy of the

Quarterly Report, but in any event no later than the applicable Quarterly Filing Date, the Dissemination Agent shall provide a Quarterly Report to the Repository.

(b) Each Quarterly Report shall be in the form set in Schedule B attached hereto and contain an update of the following information to the extent available:

(i) The number and type of lots planned in the Assessment Area subject to the Assessments.

(ii) With respect to lots owned in the Assessment Area by the Obligated Person: the total number of lots owned, the number of lots under contract but not closed with a homebuilder and the name of such homebuilder, the number of lots closed with a homebuilder, and the number of lots not under contract with a homebuilder.

(iii) The number and type of lots developed in the Assessment Area.

(iv) The number and type of lots platted in the Assessment Area.

(v) With respect to undeveloped and unplatted lands owned in the Assessment Area by the Obligated Person, a description of the status for lot development within such lands.

(vi) The cumulative number and type of homes closed with homebuyers (delivered to end users) in the Assessment Area.

(vii) The number and type of homes under contract and not closed with homebuyers in the Assessment Area in such quarter.

(viii) With respect to the Assessment Area, material changes to (1) builder contracts, (2) the number or type of lots planned to be developed, (3) permits/approvals, and (4) existing mortgage debt of the Obligated Person or the incurrence of new mortgage debt by the Obligated Person.

(ix) Any sale, assignment or transfer of ownership by the Obligated Person of lands in the Assessment Area to a third party which will in turn become an Obligated Person hereunder.

(c) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in the Assessment Area (a "Transferor Obligated Person") to a third party (a "Transferee"), which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Transferor Obligated Person hereby agrees to use its best efforts to contractually obligate such Transferee to agree to comply with the disclosure obligations of an Obligated Person hereunder for so long as such Transferee is an Obligated Person hereunder, to the same extent as if such Transferee were a party to this Disclosure Agreement (an "Assignment"). The Transferor Obligated Person shall notify the District and the Dissemination Agent in writing of any Transfer within five (5) Business Days of the occurrence thereof. Nothing herein shall be construed to relieve the Landowners from their respective obligations hereunder

except to the extent a written Assignment from a Transferee is obtained and delivered to the Dissemination Agent and then only to the extent of such Assignment.

6. **Reporting of Listed Events.**

(a) This Section 6 shall govern the giving of notices of the occurrence of any of the following Listed Events:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on the Assessment Area Two Reserve Account reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;\*
- (v) Substitution of credit or liquidity providers, or their failure to perform;\*
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Assessment Area Two Bonds, or other material events affecting the tax status of the Assessment Area Two Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Assessment Area Two Bonds, if material;
- (xi) Rating changes;\*
- (xii) Bankruptcy, insolvency, receivership or similar event of the Issuer or any Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental

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\* Not applicable to the Assessment Area Two Bonds at their date of issuance.

authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person);

(xiii) Consummation of a merger, consolidation, or acquisition involving the Issuer or any Obligated Person or the sale of all or substantially all of the assets of the Issuer or any Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional Trustee or the change of name of the Trustee, if material;

(xv) Incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material;

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties;

(xvii) Failure to provide (A) any Annual Report or Audited Financial Statements as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 4(a) of this Disclosure Agreement, or (B) any Quarterly Report that contains, in all material respects, the information required to be included therein under Section 5(b) of this Disclosure Agreement, which failure shall, in all cases, be deemed material under federal securities laws; and

(xviii) Any amendment to the accounting principles to be followed in preparing financial statements as required pursuant to Section 4(a)(ix) hereof.

(b) The Issuer shall give, or cause to be given, notice of the occurrence of any of the above subsection (a) Listed Events to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after its occurrence, with the exception of the Listed Events described in Section 6(a)(xvii) and (xviii), which notice will be given in a timely manner. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below. Such notice by the Issuer to the Dissemination Agent shall identify the Listed Event that has occurred, include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Dissemination Agent to disseminate the information (provided that such date is in compliance within the filing dates provided within this Section 6(b)).

(c) Notwithstanding anything contained in Section 6(b) above, each Obligated Person other than the Issuer shall notify the Issuer and the Dissemination Agent of the occurrence of a Listed Event described in subsections (a)(x), (xii), (xiii), (xv), (xvi) or (xvii) that has occurred

with respect to such Obligated Person in compliance with the notification and filing requirements provided in Section 6(b).

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with each Repository.

7. **Termination of Disclosure Agreement.** This Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Assessment Area Two Bonds.

8. **Dissemination Agent.** Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the Issuer or the Dissemination Agent, the Issuer agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Assessment Area Two Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. The initial Dissemination Agent shall be Inframark, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Inframark, LLC. Inframark, LLC, may terminate its role as Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the District and each Obligated Person. The District may terminate the agreement hereunder with the Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the Dissemination Agent and each Obligated Person.

9. **Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

Notwithstanding the above provisions of this Section 9, no amendment to the provisions of Section 5(b) hereof may be made without the consent of each Obligated Person, if any.

10. **Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

11. **Default.** In the event of a failure of the Issuer, the Disclosure Representative, any Obligated Person or the Dissemination Agent to comply with any provision of this Disclosure

Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Beneficial Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any beneficial owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Disclosure Representative, any Obligated Person or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement by any Obligated Person shall not be deemed a default by the Issuer hereunder and no default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Disclosure Representative, any Obligated Person, or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

12. **Duties of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement between the District, the Landowners and such Dissemination Agent. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. The District, each Obligated Person and the Disclosure Representative covenant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District, the Landowners and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, any Obligated Person or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA compliant format.

13. **Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Landowners, the Dissemination Agent, the Trustee, the Participating Underwriter and the Owners of the Assessment Area Two Bonds (the Dissemination Agent, the Trustee, Participating Underwriter and Owners of the Assessment Area Two Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.

14. **Tax Roll and Budget.** Upon the request of the Dissemination Agent, the Trustee or any Bondholder, the Issuer, through its District Manager, if applicable, agrees to provide such party with a certified copy of its most recent tax roll provided to the Manatee County Tax Collector and the Issuer's most recent adopted budget.

15. **Governing Law.** The laws of the State of Florida and Federal law shall govern this Disclosure Agreement and venue shall be any state or federal court having jurisdiction in Manatee County, Florida.

16. **Counterparts.** This Disclosure Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but

one and the same instrument. A scanned copy of the signatures delivered in a PDF format may be relied upon as if the original had been received.

17. **Trustee Cooperation.** The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and the Issuer instructs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports readily available to and in the possession of the Trustee that the Dissemination Agent requests in writing.

18. **Binding Effect.** This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement. Notwithstanding the foregoing, as to the Landowners or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successors or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

[Signature Page Follows.]



**IN WITNESS WHEREOF**, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

**PARRISH PLANTATION COMMUNITY  
DEVELOPMENT DISTRICT, AS ISSUER**

[SEAL]

By: \_\_\_\_\_  
Matt O'Brien, Chairperson  
Board of Supervisors

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

**JEN TAMPA 4, LLC, AS LANDOWNER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HOMES BY WEST BAY, LLC, AS  
LANDOWNER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INFRAMARK, LLC, and its successors and  
assigns, AS DISSEMINATION AGENT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONSENTED TO AND AGREED TO BY:  
DISTRICT MANAGER**

**INFRAMARK, LLC, AS DISTRICT  
MANAGER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged and agreed to for purposes of  
Sections 11, 13 and 17 only:

**U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, AS TRUSTEE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**FORM OF NOTICE TO REPOSITORIES OF FAILURE  
TO FILE [ANNUAL REPORT]  
[AUDITED FINANCIAL STATEMENTS][QUARTERLY REPORT]**

Name of Issuer: Parrish Plantation Community Development District

Name of Bond Issue: \$\_\_\_\_\_ original aggregate principal amount of Parrish Plantation Community Development Special Assessment Revenue Bonds, Series 2022 (Assessment Area Two Project)

Obligated Person(s): Parrish Plantation Community Development District;  
\_\_\_\_\_.

Original Date of Issuance: September \_\_, 2022

CUSIP Numbers: \_\_\_\_\_

NOTICE IS HEREBY GIVEN that the [Issuer][Obligated Person] has not provided an [Annual Report] [Audited Financial Statements] [Quarterly Report] with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated September \_\_, 2022, by and between the Issuer, the Landowners and the Dissemination Agent named therein. The [Issuer][Obligated Person] has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will be filed by \_\_\_\_\_, 20\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_, as Dissemination Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

cc: Issuer  
Trustee

**SCHEDULE A**

**FORM OF DISTRICT'S ANNUAL REPORT (Due 3/31)**

**1. Fund Balances**

<b>Combined Trust Estate Assets</b>	<b><u>Quarter Ended – 12/31</u></b>
Acquisition and Construction Fund	
Revenue Fund	
Reserve Fund	
Prepayment Fund	
Other	
<b>Total Bonds Outstanding</b>	
<b>TOTAL</b>	

**2. Assessment Certification and Collection Information**

1. For the Current District Fiscal Year – Manner in which Assessments are collected (On Roll vs. Off Roll)

	<b><u>\$ Certified</u></b>
On Roll	\$ _____
Off Roll	\$ _____
TOTAL	\$ _____

2. Attach to Report the following:
- A. On Roll – Copy of certified assessment roll for the District's current Fiscal Year
  - B. Off Roll – List of folios and ownership for all off roll Assessments, together with par and annual Assessment assigned to each folio

**3. For the immediately ended Bond Year, provide the levy and collection information**

<b><u>Total Levy</u></b>	<b><u>\$ Levied</u></b>	<b><u>\$ Collected</u></b>	<b><u>% Collected</u></b>	<b><u>% Delinquent</u></b>
On Roll	\$ _____	\$ _____	____%	____%
Off Roll	\$ _____	\$ _____	____%	____%
TOTAL				

4. If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amount of the Assessments due in any year, a list of delinquent property owners

5. If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year

6. The amount of principal and interest to be paid on the Assessment Area Two Bonds in the current Fiscal Year

## SCHEDULE B

### FORM OF OBLIGATED PERSON'S QUARTERLY REPORT

#### Bond Information

Parrish Plantation Community Development District

Date of Quarterly Report \_\_\_\_\_

Bond Series \_\_\_\_\_

2021

Area/Project \_\_\_\_\_

Assessment Area Two

NOTE: IF MORE THAN ONE ASSESSMENT AREA, INFORMATION NEEDS TO BE COMPLETED FOR EACH AREA

#### 1. Unit Mix For Land Subject To Assessments

<u>Type</u>	<u>Number of Lots/Units</u>	<u>Ownership Information</u>		
		<u>Landowner Owned</u>	<u>Builder Owned</u>	<u>Homeowner Owned</u>
Total				

#### 2. For Lots owned by Obligated Person (if applicable)

<u>Type</u>	<u># of Lots Owned by Obligated Person</u>	<u># of Lots Under Contract With Builders (NOT CLOSED)</u>	<u># of Lots NOT Under Contract</u>	<u>Name of Builder</u>	<u>Expected Takedown Date(s)</u>
Total					

#### 3. Status of Land Subject to Assessments

##### A. Lots developed (cumulative, not quarterly activity), by phase or sub-phase:

Assessment Area  
Total

##### B. Lots platted (cumulative, not quarterly activity), by phase or sub-phase:

Assessment Area  
Total

##### C. For lots not developed, and platted, provide brief description on status of lot development for land area securing the Assessment Area Two Bonds:

1. When do you anticipate lots will be developed (for each phase or sub phase)?
2. When do you anticipate lots will be platted (for each phase or sub phase)?
3. Provide total amount of money spent on land development to date (include money funded with bonds and with other sources)

##### D. Homes Closed with End-Users:

CUMULATIVE  
Total

##### E. Homes Sold To End Users (AND NOT CLOSED):

QUARTER ONLY  
Total

#### 4. Development Changes and Status Updates

1. Material changes to Builder Contracts (i.e., change of terms or cancellation of contract, change of takedown dates)?
2. Any bulk sales of land within the District to other developers or builders?
3. Any material changes to the number or type of lots planned to be developed in the Assessment Area?
4. Any materially adverse changes or determinations to permits/approvals for the Assessment Area which necessitate changes to the development plans?
5. Incurrence of any new or modified mortgage debt on the land owned by the Obligated Person in the Assessment Area (amount, rate, and term)?
6. Sale, assignment or transfer of ownership of real property in the Assessment Area to a third party, which will in turn be an Obligated Person?

\*This report contains statements, which to the extent they are not recitations of historical fact, constitute "forward-looking statements." In this respect, the words "anticipate", "estimate", "expect", and "belief", and similar expressions are intended to identify forward-looking statements. Such statements may be subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements.

**APPENDIX F**  
**FINANCIAL STATEMENTS**

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**PARRISH PLANTATION  
COMMUNITY DEVELOPMENT DISTRICT  
MANATEE COUNTY, FLORIDA  
FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2021**

**PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT  
MANATEE COUNTY, FLORIDA**

**TABLE OF CONTENTS**

	Page
INDEPENDENT AUDITOR'S REPORT	1-2
MANAGEMENT'S DISCUSSION AND ANALYSIS	3-6
BASIC FINANCIAL STATEMENTS	
Government-Wide Financial Statements:	
Statement of Net Position	7
Statement of Activities	8
Fund Financial Statements:	
Balance Sheet – Governmental Funds	9
Reconciliation of the Balance Sheet – Governmental Funds to the Statement of Net Position	10
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	11
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	12
Notes to the Financial Statements	13-19
REQUIRED SUPPLEMENTARY INFORMATION	
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund	20
Notes to Required Supplementary Information	21
OTHER INFORMATION	
Data Elements required by FL Statute 218.39 (3) (c)	22
INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	23-24
INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA	25
MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA	26-27



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## INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors  
Parrish Plantation Community Development District  
Manatee County, Florida

### Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Parrish Plantation Community Development District, Manatee County, Florida ("District") as of and for the fiscal year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District, as of September 30, 2021, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The information for compliance with FL Statute 218.39 (3) (c) is not a required part of the basic financial statements. The information for compliance with FL Statute 218.39 (3) (c) has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated June 14, 2022, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

June 14, 2022

## MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Parrish Plantation Community Development District, Manatee County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2021. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

The District was established pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes and created by Ordinance No. 19-33 of Manatee County, Florida enacted on August 20, 2019, effective on October 10, 2019 and no audit was required for the prior period. As a result, the balances as of and for the period ended September 30, 2020 are for less than an twelve month period and are unaudited.

### FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$561,657).
- The change in the District's total net position for the fiscal year ended September 30, 2021 was (\$561,657), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2021, the District's governmental funds reported combined ending fund balances of \$8,194,532, an increase of \$8,194,532 in comparison with the prior fiscal year. The total fund balance is restricted for debt service and capital projects.

### OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

#### Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessments and Developer contributions. The District does not have any business-type activities. The governmental activities of the District include general government (management) and maintenance functions.

#### Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category, governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflow of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION	
	SEPTEMBER 30,	
	2021	2020
Assets, excluding capital assets	\$ 8,255,574	\$ 2,757
Capital assets, net of depreciation	-	-
Total assets	<u>8,255,574</u>	<u>2,757</u>
Current liabilities	189,888	2,757
Long-term liabilities	8,627,343	-
Total liabilities	<u>8,817,231</u>	<u>2,757</u>
Net Position		
Net investment in capital assets	(8,627,343)	-
Restricted	8,065,686	-
Total net position	<u>\$ (561,657)</u>	<u>\$ -</u>

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used.

The District's net position decreased during the most recent fiscal year. The majority of the increase is attributed to the Bond issue costs and interest related to Series 2021 Bonds issued in the current fiscal year.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION

FOR THE PERIOD FROM INCEPTION TO SEPTEMBER 30, 2020 AND FOR FISCAL  
YEAR ENDED SEPTEMBER 30, 2021

	2021	2020
Revenues:		
Program revenues		
Charges for services	\$ 60,311	\$ -
Operating grants and contributions	1,133	54,348
Capital grants and contributions	208	-
Total revenues	<u>61,652</u>	<u>54,348</u>
Expenses:		
General government	58,666	51,749
Maintenance and operations	2,750	2,599
Bond issuance costs	360,225	-
Interest	201,668	-
Total expenses	<u>623,309</u>	<u>54,348</u>
Change in net position	(561,657)	-
Net position - beginning	-	-
Net position - ending	<u>\$ (561,657)</u>	<u>\$ -</u>

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2021 was \$623,309. The costs of the District's activities were partially funded by program revenues. Program revenues, comprised primarily of assessments and developer contributions, increased during the fiscal year as a result of the District collecting assessments in the current year which did not occur in the prior year, partially offset by a decrease in the required Developer contributions. In total, expenses increased from the prior fiscal year. The majority of the increase was the result of Bond issue costs and interest related to Series 2021 Bonds issued in the current fiscal year. There was also an increase in professional fees, including District management fees.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2021.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2021, the District had no capital assets for its governmental activities.

Capital Debt

At September 30, 2021, the District had \$8,540,000 in Bonds outstanding for its governmental activities. The District issued \$8,540,000 in Series 2021 Special Assessment Revenue Bonds in the current fiscal year. More detailed information about the District's capital debt is presented in the notes of the financial statements.

## ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

It is anticipated that the general operations of the District will increase as the District is being built out.

The District has began procedures that will ultimately amend the boundaries and bring additional lands within the District. There is no known financial impact on the District as of the report date.

Subsequent to the end of the fiscal year, the District authorized the issuance of not to exceed \$7,500,000 Bonds to finance a portion of the Area Two Project; however, the terms of the issuance have not yet been finalized.

## CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, taxpayers, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact Parrish Plantation Community Development District's Finance Department at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607.



**PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT  
MANATEE COUNTY, FLORIDA  
STATEMENT OF NET POSITION  
SEPTEMBER 30, 2021**

	Governmental Activities
<b>ASSETS</b>	
Cash	\$ 731
Assessments receivable	60,311
Restricted assets:	
Investments	8,194,532
Total assets	8,255,574
 <b>LIABILITIES</b>	
Accounts payable and accrued expenses	20,419
Unearned revenue	40,623
Accrued interest payable	128,846
Non-current liabilities:	
Due in more than one year	8,627,343
Total liabilities	8,817,231
 <b>NET POSITION</b>	
Net investment in capital assets	(8,627,343)
Restricted for capital projects	7,251,669
Restricted for debt service	814,017
Total net position	\$ (561,657)

See notes to the financial statements

**PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT  
MANATEE COUNTY, FLORIDA  
STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

<u>Functions/Programs</u>	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Primary government:					
Governmental activities:					
General government	\$ 58,666	\$ 58,666	\$ -	\$ -	\$ -
Maintenance and operations	2,750	1,645	1,105	208	208
Bond issuance costs	360,225	-	-	-	(360,225)
Interest on long-term debt	201,668	-	28	-	(201,640)
Total governmental activities	623,309	60,311	1,133	208	(561,657)
					Change in net position (561,657)
					Net position - beginning -
					\$ (561,657)

See notes to the financial statements

**PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT  
MANATEE COUNTY, FLORIDA  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2021**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
<b>ASSETS</b>				
Cash	\$ 731	\$ -	\$ -	\$ 731
Investments	-	942,863	7,251,669	8,194,532
Assessments receivable	60,311	-	-	60,311
Total assets	<u>\$ 61,042</u>	<u>\$ 942,863</u>	<u>\$ 7,251,669</u>	<u>\$ 8,255,574</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable and accrued expenses	\$ 20,419	\$ -	\$ -	\$ 20,419
Unearned revenues	40,623	-	-	40,623
Total liabilities	<u>61,042</u>	<u>-</u>	<u>-</u>	<u>61,042</u>
Fund balances:				
Restricted for:				
Debt service	-	942,863	-	942,863
Capital projects	-	-	7,251,669	7,251,669
Total fund balances	<u>-</u>	<u>942,863</u>	<u>7,251,669</u>	<u>8,194,532</u>
Total liabilities and fund balances	<u>\$ 61,042</u>	<u>\$ 942,863</u>	<u>\$ 7,251,669</u>	<u>\$ 8,255,574</u>

See notes to the financial statements

**PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT  
MANATEE COUNTY, FLORIDA  
RECONCILIATION OF THE BALANCE SHEET –  
GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION  
SEPTEMBER 30, 2021**

Total fund balances - governmental funds \$ 8,194,532

Amounts reported for governmental activities in the statement of net position  
are different because:

Liabilities not due and payable from current available resources  
are not reported as liabilities in the governmental fund  
statements. All liabilities, both current and long-term, are  
reported in the government-wide financial statements.

Accrued interest payable	(128,846)	
Original issue premium	(87,343)	
Bonds payable	(8,540,000)	(8,756,189)
		(8,756,189)
Net position of governmental activities		\$ (561,657)

See notes to the financial statements

**PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT  
MANATEE COUNTY, FLORIDA  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
<b>REVENUES</b>				
Assessments	\$ 60,311	\$ -	\$ -	\$ 60,311
Developer contributions	1,105	-	-	1,105
Interest income	-	28	208	236
Total revenues	<u>61,416</u>	<u>28</u>	<u>208</u>	<u>61,652</u>
<b>EXPENDITURES</b>				
Current:				
General government	58,666	-	-	58,666
Maintenance and operations	2,750	-	-	2,750
Debt Service:				
Interest	-	74,731	-	74,731
Bond cost of issuance	-	-	360,225	360,225
Total expenditures	<u>61,416</u>	<u>74,731</u>	<u>360,225</u>	<u>496,372</u>
Excess (deficiency) of revenues over (under) expenditures	-	(74,703)	(360,017)	(434,720)
<b>OTHER FINANCING SOURCES (USES)</b>				
Interfund transfers	-	194	(194)	-
Bond premium	-	-	89,252	89,252
Bond proceeds	-	1,017,372	7,522,628	8,540,000
Total other financing sources (uses)	<u>-</u>	<u>1,017,566</u>	<u>7,611,686</u>	<u>8,629,252</u>
Net change in fund balances	-	942,863	7,251,669	8,194,532
Fund balances - beginning	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund balances - ending	<u>\$ -</u>	<u>\$ 942,863</u>	<u>\$ 7,251,669</u>	<u>\$ 8,194,532</u>

See notes to the financial statements

**PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT  
MANATEE COUNTY, FLORIDA  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

Net change in fund balances - total governmental funds	\$	8,194,532
--	----	-----------

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report debt proceeds as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.		(8,540,000)
---	--	-------------

In connection with the issuance of the Bonds, the original issue discount/premium is reported as a financing use when debt is first issued, whereas this amount is eliminated in the statement of activities and increases long-term liabilities in the statement of net position.		(89,252)
--	--	----------

Expenses reported in the statement of activities that do not require the use of current financial resources are not reported as expenditures in the funds. The details of the differences are as follows:

Amortization of original issue discount/premium		1,909
Change in accrued interest		<u>(128,846)</u>
Change in net position of governmental activities	\$	<u><u>(561,657)</u></u>

See notes to the financial statements

**PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT  
MANATEE COUNTY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS**

**NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY**

Parrish Plantation Community Development District ("District") was established on October 10, 2019, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes, by Manatee County Ordinance 19-33. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2021, all of the Board members are affiliated with Homes by West Bay, LLC, the Development Manager retained by the Developer, JEN Tampa 2, LLC.

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Government-Wide and Fund Financial Statements**

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

## NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### **Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

### **Assessments**

Assessments are non-ad valorem assessments on all platted lots within the District. Assessments are levied each November 1 on property as of the previous January 1 to pay for the operations and maintenance of the District. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

### **General Fund**

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

### **Debt Service Fund**

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

### **Capital Projects Fund**

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.



## **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity**

#### Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

#### Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

#### Inventories and Prepaid Items

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

#### Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets were not initiated until after the end of the current fiscal year.

#### Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

## NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Assets, Liabilities and Net Position or Equity (Continued)

#### Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

#### Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

#### Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Other Disclosures**

**Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

**NOTE 3 – BUDGETARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

**NOTE 4 – DEPOSITS AND INVESTMENTS**

**Deposits**

The District’s cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

**Investments**

The District’s investments were held as follows at September 30, 2021:

	Amortized cost	Credit Risk	Maturities
US Bank Mmkt 5 - CT	\$ 8,194,532	N/A	N/A
Total	<u>\$ 8,194,532</u>		

*Credit risk* – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

*Concentration risk* – The District places no limit on the amount the District may invest in any one issuer.

*Interest rate risk* – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates. However, the Bond Indenture limits the type of investments held using unspent proceeds.

## NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

### Investments (Continued)

*Fair Value Measurement* – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

## NOTE 5 – LONG-TERM LIABILITIES

### Series 2021

In February 2021, the District issued \$8,540,000 of Special Assessment Revenue Bonds, Series 2021, (Assessment Area One), consisting of multiple term bonds with due dates ranging from May 1, 2026 through May 1, 2052 and interest rates ranging from 2.5% - 3.75%. The Bonds were issued to finance the costs of acquisition of the Assessment Area One Project. Interest is to be paid semiannually on each May 1 and November 1, commencing May 1, 2021. Principal on the Bonds is to be paid serially commencing May 1, 2023 through May 1, 2052.

The Series 2021 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are also subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, if certain events occur as outlined in the Bond Indenture.

The Bond Indentures established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2021.

### Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2021 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Series 2021	\$ -	\$ 8,540,000	\$ -	\$ 8,540,000	\$ -
Plus Bond premium	-	89,252	1,909	87,343	-
Total	\$ -	\$ 8,629,252	\$ 1,909	\$ 8,627,343	\$ -

**NOTE 5 – LONG-TERM LIABILITIES (Continued)**

At September 30, 2021, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2022	\$ -	\$ 309,231	\$ 309,231
2023	170,000	309,231	479,231
2024	175,000	304,981	479,981
2025	180,000	300,606	480,606
2026	185,000	296,106	481,106
2027-2031	1,005,000	1,396,469	2,401,469
2032-2036	1,185,000	1,220,400	2,405,400
2037-2041	1,400,000	998,500	2,398,500
2042-2046	1,700,000	717,200	2,417,200
2047-2051	2,075,000	348,800	2,423,800
2052	465,000	18,600	483,600
Total	<u>\$ 8,540,000</u>	<u>\$ 6,220,124</u>	<u>\$ 14,760,124</u>

**NOTE 6 – DEVELOPER TRANSACTIONS**

The Developer owns the land within the District and has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were \$1,105. In addition, \$40,623 is reported as unearned revenues at September 30, 2021.

**NOTE 7 – CONCENTRATION**

The District’s activity is dependent upon the continued involvement of the Developers, the loss of which would have a material adverse effect on the District’s operations.

**NOTE 8 – MANAGEMENT COMPANY**

The District has contracted with a management company to perform management advisory services, which include financial and accounting services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

**NOTE 9 – RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims since inception of the District.

**NOTE 10 – OTHER COMMITMENTS**

The Series 2021 Project infrastructure for Assessment Area One intended to serve the District has been estimated at a total cost of approximately \$18,700,000. The infrastructure will include roadways, potable water and wastewater systems, stormwater management system, recreational amenity and landscape and irrigation. A portion of the project costs is expected to be financed with the proceeds from the Series 2021 Bonds with the remainder to be funded by the Developer. The Series 2021 Project does not include public infrastructure improvements for approximately 33 acres within the District which are expected to be developed into approximately 61 lots at a later time.

**NOTE 11 – SUBSEQUENT EVENTS**

**Bond Issuance**

Subsequent to the end of the fiscal year, the District authorized the issuance of not to exceed \$7,500,000 Bonds to finance a portion of the Area Two Project; however, the terms of the issuance have not yet been finalized.

**PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT  
MANATEE COUNTY, FLORIDA  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

	Budgeted Amounts Original and Final	Actual Amounts	Variance with Final Budget - Positive (Negative)
<b>REVENUES</b>			
Assessments	\$ -	\$ 60,311	\$ 60,311
Developer contributions	255,175	1,105	(254,070)
Total revenues	255,175	61,416	(193,759)
<b>EXPENDITURES</b>			
Current:			
General government	83,175	58,666	24,509
Maintenance and operations	154,500	2,750	151,750
Roads and streets	17,500	-	17,500
Total expenditures	255,175	61,416	193,759
Excess (deficiency) of revenues over (under) expenditures	\$ -	-	\$ -
Fund balance - beginning		-	
Fund balance - ending		\$ -	

See notes to required supplementary information

**PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT  
MANATEE COUNTY, FLORIDA  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the General Fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2021.

**PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT  
MANATEE COUNTY, FLORIDA  
OTHER INFORMATION – DATA ELEMENTS  
REQUIRED BY FL STATUTE 218.39(3)(C)  
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of district employees compensated at 9/30/2021	None
Number of independent contractors compensated in September 2021	None
Employee compensation for FYE 9/30/2021 (paid/accrued)	Not applicable
Independent contractor compensation for FYE 9/30/2021	Not applicable
Construction projects to begin on or after October 1; (>\$65K)	
Series 2021	\$7,251,655.46
Budget variance report	See page 20
Ad Valorem taxes;	Not applicable
Millage rate FYE 9/30/2021	Not applicable
Ad valorem taxes collected FYE 9/30/2021	Not applicable
Outstanding Bonds:	Not applicable
Non ad valorem special assessments;	
Special assessment rate FYE 9/30/2021	Operations and maintenance; Single Family 35 - \$450.09 Single Family 40 - \$514.38 Single Family 50 - \$642.98 Single Family 65 - \$835.87
Special assessments collected FYE 9/30/2021	\$60,311
Outstanding Bonds:	
Series 2021, due May 1, 2052	see Note 5 page 18 for details





**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Parrish Plantation Community Development District  
Manatee County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Parrish Plantation Community Development District, Manatee County, Florida ("District") as of and for the fiscal year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 14, 2022.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

June 14, 2022



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE  
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY  
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors  
Parrish Plantation Community Development District  
Manatee County, Florida

We have examined Parrish Plantation Community Development District, Manatee County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida for the fiscal year ended September 30, 2021. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2021.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Parrish Plantation Community Development District, Manatee County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

June 14, 2022



**MANAGEMENT LETTER PURSUANT TO THE RULES OF  
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors  
Parrish Plantation Community Development District  
Manatee County, Florida

**Report on the Financial Statements**

We have audited the accompanying basic financial statements of Parrish Plantation Community Development District, Manatee County, Florida ("District") as of and for the fiscal year ended September 30, 2021, and have issued our report thereon dated June 14, 2022.

**Auditor's Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

**Other Reporting Requirements**

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 14, 2022, should be considered in conjunction with this management letter.

**Purpose of this Letter**

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General of the state of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Parrish Plantation Community Development District, Manatee County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Parrish Plantation Community Development District, Manatee County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

June 14, 2022

## REPORT TO MANAGEMENT

### I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

### II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

N/A

### III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

Not applicable. No prior year audit.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2021.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2021.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2021. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 22.

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# Parrish Plantation Community Development District

Financial Statements  
(Unaudited)

Period Ending  
July 31, 2022



Inframark LLC  
2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607  
Phone (813) 873-7300 ~ Fax (813) 873-7070

Parrish Plantation CDD  
Balance Sheet  
As of 7/31/2022

(In Whole Numbers)

	General Fund - Debt Service Fund		Capital Projects	General Fixed Assets	General Long-Term Debt	Total
	Crosswind Point	- Series 2021	Fund - Series 2021			
<b>Assets</b>						
Cash-Operating Account	52,680.00	0.00	0.00	0.00	0.00	88,948.00
Investment - Revenue 2021 (1000)	0.00	51,751.00	0.00	0.00	0.00	51,751.00
Investment - Interest 2021 (1001)	0.00	154,616.00	0.00	0.00	0.00	154,616.00
Investment - Reserve 2021 (1003)	0.00	478,794.00	0.00	0.00	0.00	478,794.00
Investment - Construction 2021 (1005)	0.00	0.00	34.00	0.00	0.00	34.00
Investment - Cost of Issuance 2021	0.00	0.00	0.00	0.00	0.00	0.00
Accounts Receivable - Other	0.00	0.00	0.00	0.00	0.00	0.00
Due From Developer	0.00	0.00	0.00	0.00	0.00	0.00
Prepaid Trustee Fees	2,357.00	0.00	0.00	0.00	0.00	2,357.00
Construction Work in Progress	0.00	0.00	0.00	7,251,655.00	0.00	7,251,655.00
Amount To Be Provided-Debt Service	0.00	0.00	0.00	0.00	8,540,000.00	8,540,000.00
<b>Total Assets</b>	<b><u>55,037.00</u></b>	<b><u>685,161.00</u></b>	<b><u>34.00</u></b>	<b><u>7,251,655.00</u></b>	<b><u>8,540,000.00</u></b>	<b><u>16,568,155.00</u></b>
<b>Liabilities</b>						
Accounts Payable	0.00	0.00	0.00	0.00	0.00	0.00
Due To Debt Service Fund	0.00	0.00	0.00	0.00	0.00	0.00
Deferred Revenue	0.00	0.00	0.00	0.00	0.00	0.00
Accrued Expenses Payable	0.00	0.00	0.00	0.00	0.00	0.00
Deposits	(375.00)	0.00	0.00	0.00	0.00	(375.00)
Other Current Liabilities	0.00	0.00	0.00	0.00	0.00	0.00
Revenue Bonds Payable - Series 2021	0.00	0.00	0.00	0.00	8,540,000.00	8,540,000.00
<b>Total Liabilities</b>	<b><u>(375.00)</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>8,540,000.00</u></b>	<b><u>8,539,625.00</u></b>
<b>Fund Equity &amp; Other Credits Contributed Capital</b>						
Retained Earnings-All Other Reserves	0.00	942,862.00	0.00	0.00	0.00	942,863.00
Fund Balance-Unreserved	0.00	0.00	7,251,669.00	0.00	0.00	7,251,669.00
Investment in General Fixed Assets	0.00	0.00	0.00	7,251,655.00	0.00	7,251,655.00
Other	55,412.00	(257,702.00)	(7,251,635.00)	0.00	0.00	(7,417,657.00)
<b>Total Fund Equity &amp; Other Credits Contributed Capital</b>	<b><u>55,412.00</u></b>	<b><u>685,161.00</u></b>	<b><u>34.00</u></b>	<b><u>7,251,655.00</u></b>	<b><u>0.00</u></b>	<b><u>8,028,530.00</u></b>
<b>Total Liabilities &amp; Fund Equity</b>	<b><u>55,037.00</u></b>	<b><u>685,161.00</u></b>	<b><u>34.00</u></b>	<b><u>7,251,655.00</u></b>	<b><u>8,540,000.00</u></b>	<b><u>16,568,155.00</u></b>



Parrish Plantation CDD  
Statement of Revenues and Expenditures  
From 10/1/2021 Through 7/31/2022

001 - General Fund - Crosswind Point  
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenues</b>				
Retained Earnings-All Other Reserves	0.00	115,765.00	115,765.00	0 %
Special Assessments - Service Charges				
Operations & Maintenance Assmts-Off Roll	0.00	26,620.00	26,620.00	0 %
O&M Assmts-Off Tax Roll Crosswind Point/GF 001	489,696.00	14,332.00	(475,364.00)	(97)%
O&M Assmts-Off Tax Roll Crosswind Ranch/GF 002	0.00	70,798.00	70,798.00	0 %
Contributions & Donations From Private Sources				
Developer Contributions	0.00	40,623.00	40,623.00	0 %
<b>Total Revenues</b>	<u>489,696.00</u>	<u>268,137.00</u>	<u>(221,559.00)</u>	<u>(45)%</u>
<b>Expenditures</b>				
Financial & Administrative				
District Manager	18,317.00	26,167.00	(7,850.00)	(43)%
District Engineer	4,762.00	5,158.00	(395.00)	(8)%
Disclosure Report	3,500.00	5,150.00	(1,650.00)	(47)%
Trustee Fees	4,000.00	1,684.00	2,316.00	58 %
Accounting Services	12,822.00	16,175.00	(3,353.00)	(26)%
Auditing Services	3,151.00	7,204.00	(4,054.00)	(129)%
Assessment Roll	3,663.00	833.00	2,830.00	77 %
Financial & Revenue Collections	2,564.00	0.00	2,564.00	100 %
Special Services	2,500.00	0.00	2,500.00	100 %
Postage, Phone, Faxes, Copies	110.00	128.00	(18.00)	(16)%
Public Officials Insurance	1,813.00	2,329.00	(516.00)	(28)%
Legal Advertising	1,099.00	1,481.00	(382.00)	(35)%
Bank Fees	147.00	15.00	132.00	90 %
Dues, Licenses, & Fees	128.00	175.00	(47.00)	(36)%
Miscellaneous Fees	183.00	0.00	183.00	100 %
Office Supplies	73.00	0.00	73.00	100 %
Website Maintenance	1,099.00	1,125.00	(26.00)	(2)%
ADA Website Compliance	1,319.00	1,500.00	(181.00)	(14)%
Legal Counsel				
District Counsel	5,495.00	6,997.00	(1,502.00)	(27)%
Electric Utility Services				
Electric Utility Services - Streetlights	75,000.00	1,831.00	73,169.00	98 %
Electric Utility Services - All Others	12,000.00	747.00	11,253.00	94 %
Garbage/Solid Waste Control Services				
Garbage Recreation Center	2,800.00	0.00	2,800.00	100 %
Water-Sewer Combination Services				
Water Utility Services	4,500.00	0.00	4,500.00	100 %
Stormwater Control				
Aqua Maintenance	17,500.00	7,173.00	10,327.00	59 %
Aquatic Plant Replacement	500.00	0.00	500.00	100 %
Other Physical Environment				
Property & Casualty Insurance	22,500.00	2,846.00	19,654.00	87 %
General Liability Insurance	3,200.00	0.00	3,200.00	100 %
Entry & Wall Maintenance	1,500.00	0.00	1,500.00	100 %
Landscape Maintenance	140,000.00	6,243.00	133,757.00	96 %
Miscellaneous Landscape	5,000.00	0.00	5,000.00	100 %
Landscape Mulch	18,500.00	0.00	18,500.00	100 %

Parrish Plantation CDD  
Statement of Revenues and Expenditures  
From 10/1/2021 Through 7/31/2022

Plant Replacement Program	10,000.00	0.00	10,000.00	100 %
Landscape Annuals	14,000.00	0.00	14,000.00	100 %

Parrish Plantation CDD  
Statement of Revenues and Expenditures  
From 10/1/2021 Through 7/31/2022

001 - General Fund - Crosswind Point  
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Oak Tree Monitoring	32,400.00	0.00	32,400.00	100 %
Oak Tree Fertilization / Treatment	4,200.00	0.00	4,200.00	100 %
Irrigation Maintenance	5,000.00	0.00	5,000.00	100 %
Road & Street Facilities				
Pavement & Drainage Repairs & Maintenance	1,500.00	0.00	1,500.00	100 %
Parks & Recreation				
Field Services	12,000.00	2,000.00	10,000.00	83 %
Pool Permits	350.00	0.00	350.00	100 %
Facility Janitorial Services	7,500.00	0.00	7,500.00	100 %
Facility Janitorial Supplies	750.00	0.00	750.00	100 %
Club Facility Maintenance	7,500.00	0.00	7,500.00	100 %
Pool Service Contract	12,000.00	0.00	12,000.00	100 %
Pool Repairs	2,500.00	0.00	2,500.00	100 %
Facility A/C Maintenance	1,000.00	0.00	1,000.00	100 %
Telephone / Internet Services	950.00	0.00	950.00	100 %
Playground Equipment Maintenance	300.00	0.00	300.00	100 %
Access Control Maintenance	2,000.00	0.00	2,000.00	100 %
Dog Waste Station Service and Supplies	1,500.00	0.00	1,500.00	100 %
Holiday Decorations	2,500.00	0.00	2,500.00	100 %
Event Services & Supplies	500.00	0.00	500.00	100 %
Contingency				
Miscellaneous Contingency	<u>1,500.00</u>	<u>0.00</u>	<u>1,500.00</u>	<u>100 %</u>
Total Expenditures	<u>489,696.00</u>	<u>(18,805.00)</u>	<u>508,500.00</u>	<u>104 %</u>
Excess of Revenues Over (Under) Expenditures	<u>0.00</u>	<u>55,412.00</u>	<u>55,412.00</u>	<u>0 %</u>
Excess of Revenue/Other Sources Over Expenditures/Other Uses	<u>0.00</u>	<u>55,412.00</u>	<u>55,412.00</u>	<u>0 %</u>

Parrish Plantation CDD  
Statement of Revenues and Expenditures  
From 10/1/2021 Through 7/31/2022

002 - General Fund - Crosswind Ranch  
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenues</b>				
Special Assessments - Service Charges				
O&M Assmts-Off Tax Roll Crosswind Ranch/GF 002	179,019.00	36,268.00	(142,751.00)	(80)%
Total Revenues	179,019.00	36,268.00	(142,751.00)	(80)%
<b>Expenditures</b>				
Financial & Administrative				
District Manager	6,683.00	0.00	6,683.00	100 %
District Engineer	1,738.00	0.00	1,738.00	100 %
Disclosure Report	3,500.00	0.00	3,500.00	100 %
Trustee Fees	4,000.00	0.00	4,000.00	100 %
Accounting Services	4,678.00	0.00	4,678.00	100 %
Auditing Services	1,150.00	0.00	1,150.00	100 %
Assessment Roll	1,337.00	0.00	1,337.00	100 %
Financial & Revenue Collections	936.00	0.00	936.00	100 %
Special Services	2,500.00	0.00	2,500.00	100 %
Postage, Phone, Faxes, Copies	40.00	0.00	40.00	100 %
Public Officials Insurance	662.00	0.00	662.00	100 %
Legal Advertising	401.00	0.00	401.00	100 %
Bank Fees	53.00	0.00	53.00	100 %
Dues, Licenses, & Fees	47.00	0.00	47.00	100 %
Miscellaneous Fees	67.00	0.00	67.00	100 %
Office Supplies	27.00	0.00	27.00	100 %
Website Maintenance	401.00	0.00	401.00	100 %
ADA Website Compliance	481.00	0.00	481.00	100 %
Legal Counsel				
District Counsel	2,005.00	0.00	2,005.00	100 %
Electric Utility Services				
Electric Utility Services - Streetlights	35,000.00	0.00	35,000.00	100 %
Electric Utility Services - All Others	1,000.00	0.00	1,000.00	100 %
Water-Sewer Combination Services				
Water Utility Services	575.00	0.00	575.00	100 %
Stormwater Control				
Aqua Maintenance	9,000.00	0.00	9,000.00	100 %
Aquatic Plant Replacement	500.00	0.00	500.00	100 %
Other Physical Environment				
Property & Casualty Insurance	10,000.00	0.00	10,000.00	100 %
General Liability Insurance	1,765.00	0.00	1,765.00	100 %
Entry & Wall Maintenance	775.00	0.00	775.00	100 %
Landscape Maintenance	55,000.00	0.00	55,000.00	100 %
Miscellaneous Landscape	2,500.00	0.00	2,500.00	100 %
Landscape Mulch	5,000.00	0.00	5,000.00	100 %
Plant Replacement Program	3,500.00	0.00	3,500.00	100 %
Landscape Annuals	5,000.00	0.00	5,000.00	100 %
Irrigation Maintenance	6,000.00	0.00	6,000.00	100 %
Road & Street Facilities				
Pavement & Drainage Repairs & Maintenance	250.00	0.00	250.00	100 %
Parks & Recreation				
Field Services	5,000.00	0.00	5,000.00	100 %
Facility Janitorial Services	750.00	0.00	750.00	100 %

Parrish Plantation CDD  
Statement of Revenues and Expenditures  
From 10/1/2021 Through 7/31/2022

Facility Janitorial Supplies	100.00	0.00	100.00	100 %
Club Facility Maintenance	3,500.00	0.00	3,500.00	100 %
Playground Equipment Maintenance	1,000.00	0.00	1,000.00	100 %
Dog Waste Station Service and Supplies	500.00	0.00	500.00	100 %

Parrish Plantation CDD  
Statement of Revenues and Expenditures  
From 10/1/2021 Through 7/31/2022

002 - General Fund - Crosswind Ranch  
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Event Services & Supplies	500.00	0.00	500.00	100 %
Contingency				
Miscellaneous Contingency	<u>1,100.00</u>	<u>0.00</u>	<u>1,100.00</u>	<u>100 %</u>
Total Expenditures	<u>179,019.00</u>	<u>0.00</u>	<u>179,019.00</u>	<u>100 %</u>
Excess of Revenues Over (Under) Expenditures	<u>0.00</u>	<u>36,268.00</u>	<u>36,268.00</u>	<u>0 %</u>
Excess of Revenue/Other Sources Over Expenditures/Other Uses	<u>0.00</u>	<u>36,268.00</u>	<u>36,268.00</u>	<u>0 %</u>

Parrish Plantation CDD  
Statement of Revenues and Expenditures  
From 10/1/2021 Through 7/31/2022

200 - Debt Service Fund - Series 2021  
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenues</b>				
Retained Earnings-All Other Reserves	0.00	28.00	28.00	0 %
Special Assessments - Capital Improvements				
Debt Service Assmts-Off Roll	0.00	51,394.00	51,394.00	0 %
Interest Earnings				
Interest Earnings	<u>0.00</u>	<u>34.00</u>	<u>34.00</u>	<u>0 %</u>
<b>Total Revenues</b>	<u>0.00</u>	<u>51,455.00</u>	<u>51,455.00</u>	<u>0 %</u>
<b>Expenditures</b>				
Retained Earnings-All Other Reserves	0.00	(74,731.00)	74,731.00	0 %
Debt Service Payments				
Interest	<u>0.00</u>	<u>309,231.00</u>	<u>(309,231.00)</u>	<u>0 %</u>
<b>Total Expenditures</b>	<u>0.00</u>	<u>234,500.00</u>	<u>(234,500.00)</u>	<u>0 %</u>
<b>Excess of Revenues Over (Under) Expenditures</b>	<u>0.00</u>	<u>(257,804.00)</u>	<u>(257,804.00)</u>	<u>0 %</u>
<b>Other Financing Sources (Uses)</b>				
Interfund Transfer				
Interfund Transfer	0.00	122.00	122.00	0 %
Other				
Interfund Transfer	<u>0.00</u>	<u>1,017,372.00</u>	<u>1,017,372.00</u>	<u>0 %</u>
<b>Total Other Financing Sources (Uses)</b>	<u>0.00</u>	<u>1,017,667.00</u>	<u>1,017,667.00</u>	<u>0 %</u>
<b>Excess of Revenue/Other Sources Over Expenditures/Other Uses</b>	<u>0.00</u>	<u>(257,702.00)</u>	<u>(257,702.00)</u>	<u>0 %</u>

Parrish Plantation CDD  
Statement of Revenues and Expenditures  
From 10/1/2021 Through 7/31/2022

300 - Capital Projects Fund - Series 2021  
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenues</b>				
Interest Earnings				
Interest Earnings	0.00	122.00	122.00	0 %
Total Revenues	0.00	122.00	122.00	0 %
<b>Expenditures</b>				
Other Physical Environment				
Improvements Other Than Buildings	0.00	7,251,655.00	(7,251,655.00)	0 %
Total Expenditures	0.00	7,251,655.00	(7,251,655.00)	0 %
Excess of Revenues Over (Under) Expenditures	0.00	(7,251,533.00)	(7,251,533.00)	0 %
<b>Other Financing Sources (Uses)</b>				
Interfund Transfer				
Interfund Transfer	0.00	20.00	20.00	0 %
Other				
Interfund Transfer	0.00	(122.00)	(122.00)	0 %
Total Other Financing Sources (Uses)	0.00	(102.00)	(102.00)	0 %
Excess of Revenue/Other Sources Over Expenditures/Other Uses	0.00	(7,251,635.00)	(7,251,635.00)	0 %
<b>Fund Balance, Beginning of Period</b>				
	0.00	7,251,863.00	7,251,863.00	0 %
Interfund Transfer	0.00	(194.00)	(194.00)	0 %
Total Fund Balance, Beginning of Period	0.00	7,251,669.00	7,251,669.00	0 %



Parrish Plantation CDD  
Statement of Revenues and Expenditures  
From 10/1/2021 Through 7/31/2022

900 - General Fixed Assets  
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Fund Balance, Beginning of Period	0.00	7,251,655.00	7,251,655.00	0 %

Parrish Plantation CDD  
Reconcile Cash Accounts

*Summary*  
Cash Account: 10101 Cash-Operating Account  
Reconciliation ID: 07/31/2022  
Reconciliation Date: 7/31/2022  
Status: Locked

Bank Balance	86,810.90
Less Outstanding Checks/Vouchers	7,048.59
Plus Deposits in Transit	9,185.83
Plus or Minus Other Cash Items	0.00
Plus or Minus Suspense Items	<u>0.00</u>
Reconciled Bank Balance	88,948.14
Balance Per Books	<u>88,948.14</u>
Unreconciled Difference	<u>0.00</u>

**Click the Next Page toolbar button to view details.**

Parrish Plantation CDD  
Reconcile Cash Accounts

*Detail*  
Cash Account: 10101 Cash-Operating Account  
Reconciliation ID: 07/31/2022  
Reconciliation Date: 7/31/2022  
Status: Locked  
Outstanding Checks/Vouchers

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Payee</u>
1103	7/7/2022	System Generated Check/Voucher	5,774.85	Inframark LLC
1106	7/27/2022	System Generated Check/Voucher	610.24	FPL
1107	7/27/2022	System Generated Check/Voucher	<u>663.50</u>	Straley Robin Vericker
Outstanding Checks/Vouchers			<u>7,048.59</u>	

Parrish Plantation CDD  
Reconcile Cash Accounts

*Detail*  
Cash Account: 10101 Cash-Operating Account  
Reconciliation ID: 07/31/2022  
Reconciliation Date: 7/31/2022  
Status: Locked  
Outstanding Deposits

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Deposit Number</u>
CR462	1/19/2022	Off Roll assessments 1.19.2022	5,015.26	
CR493	7/15/2022	Off Roll (Crosswind Point) - 7.15.2022	<u>4,170.57</u>	
Outstanding Deposits			<u>9,185.83</u>	

Parrish Plantation CDD  
Reconcile Cash Accounts

*Detail*  
Cash Account: 10101 Cash-Operating Account  
Reconciliation ID: 07/31/2022  
Reconciliation Date: 7/31/2022  
Status: Locked  
Outstanding Other Cash Items

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>
001	9/30/2021	YE Adjustments	<u>0.00</u>
Outstanding Other Cash Items			<u>0.00</u>

Parrish Plantation CDD  
Reconcile Cash Accounts

*Detail*  
Cash Account: 10101 Cash-Operating Account  
Reconciliation ID: 07/31/2022  
Reconciliation Date: 7/31/2022  
Status: Locked  
Cleared Checks/Vouchers

Document Number	Document Date	Document Description	Document Amount	Payee
1099	6/30/2022	System Generated Check/Voucher	585.24	FPL
1100	6/30/2022	System Generated Check/Voucher	4,750.00	Manatee Landscape & Irrigation, Inc.
1101	7/7/2022	System Generated Check/Voucher	1,493.00	Cypress Creek Aquatics Inc
1102	7/7/2022	System Generated Check/Voucher	2,800.00	Grau and Associates
1104	7/7/2022	System Generated Check/Voucher	1,309.40	Straley Robin Vericker
07044 43142 051822	7/19/2022	paid by ACH Service through 07/19/2022	722.07	FPL
1105	7/25/2022	System Generated Check/Voucher	<u>375.00</u>	FPL
Cleared Checks/Vouchers			<u>12,034.71</u>	

Parrish Plantation CDD  
Reconcile Cash Accounts

*Detail*  
Cash Account: 10101 Cash-Operating Account  
Reconciliation ID: 07/31/2022  
Reconciliation Date: 7/31/2022  
Status: Locked  
Cleared Deposits

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Deposit Number</u>
CR490	7/21/2022	PPL Off roll Assessment (CW Point) - 7.21.2022	1,454.06	
CR491	7/21/2022	PPL Off roll Assessment (CW Ranch) - 7.21.2022	<u>24,796.54</u>	
Cleared Deposits			<u>26,250.60</u>	

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