This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment without notice. These securities may not be sold nor may an offer to buy be accepted prior to the time the Limited Offering Memorandum is delivered in final form. 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 securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of any such jurisdiction.

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED SEPTEMBER 14, 2026

NEW ISSUE - BOOK-ENTRY ONLY **NOT RATED**
LIMITED OFFERING

In the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, under existing statutes, regulations, rulings and court decisions and subject to the conditions described herein under "TAX MATTERS," interest on the Series 2026 Bonds is (a) excludable from gross income of the owners thereof for federal income tax purposes, except as otherwise described herein under the caption "TAX MATTERS" and (b) not an item of tax preference for purposes of the federal alternative minimum tax; provided, however, with respect to certain corporations, interest on the Series 2026 Bonds is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on such corporations. See "TAX MATTERS" herein for a general discussion of Bond Counsel's opinion and other tax considerations.

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT
(LAKE COUNTY, FLORIDA)

$4,475,000*
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2026-1
(ASSESSMENT AREA TWO)

$4,160,000*
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2026-2
(ASSESSMENT AREA THREE)

Dated: Date of Delivery **Due: May 1, as shown on the inside cover**

The Sugarloaf Community Development District Capital Improvement Revenue Bonds, Series 2026-1 (Assessment Area Two) (the "Series 2026-1 Bonds") and the Sugarloaf Community Development District Capital Improvement Revenue Bonds, Series 2026-2 (Assessment Area Three) (the "Series 2026-2 Bonds" and, together with the Series 2026-1 Bonds, the "Series 2026 Bonds") are being issued by the Sugarloaf Community Development District (the "District") only in fully registered form, without coupons, in denominations of $5,000 and any integral multiple thereof; provided however, if any initial Beneficial Owner does not purchase at least $100,000 of the Series 2026 Bonds at the time of initial delivery of the Series 2026 Bonds, such Beneficial Owner must either execute and deliver to the District and the Underwriter named below on the date of delivery of the Series 2026 Bonds an investor letter in substantially the form attached to the applicable Indentures (hereinafter defined) 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.

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. 2022-20 enacted by the City Council of the City of Minneola, Florida (the "City Council") on September 20, 2022, as amended by Ordinance No. 2024-28 enacted by the City Council on October 1, 2024, whereby the boundaries of the District were expanded, and Ordinance No. 2025-03 enacted by the City Council on February 18, 2025, whereby the boundaries of the District were further expanded. The District was created for the purpose of delivering certain community development services and facilities for the benefit of District Lands (as hereinafter defined), and has previously determined to undertake the acquisition and/or construction of certain public improvements and community facilities as set forth in the Act for the special benefit of certain District Lands.

The Series 2026 Bonds will bear interest at the fixed rates set forth on the inside cover, 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, 2026. The Series 2026 Bonds, when issued, will be registered in the name of Cede & Co., as registered Owner and Nominee for The Depository Trust Company ("DTC"). Purchases of beneficial interests in the Series 2026 Bonds will be made only in book-entry form. Accordingly, principal of and interest on the Series 2026 Bonds will be paid from sources described below by U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States and having a designated corporate trust office in Fort Lauderdale, Florida, as trustee (the "Trustee") directly to DTC or its nominee as the registered Owner thereof. Disbursements of such payments to the Direct Participants (as hereinafter defined) are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of the Direct Participants and the Indirect Participants (as hereinafter defined), as more fully described herein. Any purchaser of a beneficial interest in a Series 2026 Bond must maintain an account with a broker or dealer who is, or acts through, a Direct Participant to receive payment of the principal of and interest on such Series 2026 Bond. See "DESCRIPTION OF THE SERIES 2026 BONDS – Book-Entry Only System" herein.

The Series 2026 Bonds are being issued by the District pursuant to the Act, Resolution No. 2024-10 and Resolution No. 2026-07 adopted by the Board of Supervisors of the District (the "Board") on July 22, 2024 and May 29, 2026, respectively, and a Master Trust Indenture dated as of January 1, 2026 (the "Master Indenture"), as supplemented with respect to the Series 2026-1 Bonds, by a Second Supplemental Trust Indenture dated as of September 1, 2026 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Series 2026-1 Indenture"), and with respect to the Series 2026-2 Bonds, by a Third Supplemental Trust Indenture dated as of September 1, 2026 (the "Third Supplemental Indenture" and, together with the Master Indenture, the "Series 2026-2 Indenture") (the Series 2026-1 Indenture and the Series 2026-2 Indenture being collectively referred to herein as the "Indentures"), each by and between the District and the Trustee. Capitalized terms not defined herein shall have the meanings assigned to them in the Indentures.

Proceeds of the Series 2026-1 Bonds will be used to provide funds to (i) finance a portion of the Cost of acquiring, constructing and equipping the Assessment Area Two Project (as hereinafter defined), (ii) pay certain costs associated with the issuance of the Series 2026-1 Bonds, (iii) make a deposit into the Series 2026-1 Reserve Account to be held for the benefit of all of the Series 2026-1 Bonds and (iv) pay a portion of the interest to become due on the Series 2026-1 Bonds through November 1, 2026. See "ESTIMATED SOURCES AND USES OF FUNDS" and "THE ASSESSMENT AREA TWO PROJECT AND THE ASSESSMENT AREA THREE PROJECT" herein.

Proceeds of the Series 2026-2 Bonds will be used to provide funds to (i) finance a portion of the Cost of acquiring, constructing and equipping the Assessment Area Three Project (as hereinafter defined), (ii) pay certain costs associated with the issuance of the Series 2026-2 Bonds, (iii) make a deposit into the Series 2026-2 Reserve Account to be held for the benefit of all of the Series 2026-2 Bonds and (iv) pay a portion of the interest to become due on the Series 2026-2 Bonds through November 1, 2026. See "ESTIMATED SOURCES AND USES OF FUNDS" and "THE ASSESSMENT AREA TWO PROJECT AND THE ASSESSMENT AREA THREE PROJECT" herein.

The Series 2026-1 Bonds are payable from and secured by the Series 2026-1 Trust Estate, which includes the Series 2026-1 Pledged Revenues and the Series 2026-1 Pledged Funds. The Series 2026-1 Pledged Revenues consist of the revenues derived by the District from the Series 2026-1 Assessments. "Series 2026-1 Assessments" shall mean the non-ad valorem special assessments imposed, levied and collected by the District in accordance with the Series 2026-1 Assessment Proceedings. The Series 2026-1 Pledged Funds include all of the Funds and Accounts (except for the Series 2026-1 Rebate Account) established by the Series 2026-1 Indenture. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS" herein.

The Series 2026-2 Bonds are payable from and secured by the Series 2026-2 Trust Estate, which includes the Series 2026-2 Pledged Revenues and the Series 2026-2 Pledged Funds. The Series 2026-2 Pledged Revenues consist of the revenues derived by the District from the Series 2026-2 Assessments. "Series 2026-2 Assessments" shall mean the non-ad valorem special assessments imposed, levied and collected by the District in accordance with the Series 2026-2 Assessment Proceedings. The Series 2026-2 Pledged Funds include all of the Funds and Accounts (except for the Series 2026-2 Rebate Account) established by the Series 2026-2 Indenture. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS" herein.

The Series 2026 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. See "DESCRIPTION OF THE SERIES 2026 BONDS – Redemption Provisions" herein.

NEITHER THE SERIES 2026 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 THE STATE OF FLORIDA (THE "STATE"). THE SERIES 2026 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 INDENTURES. 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 INDENTURES OR THE TERMS OF THE SERIES 2026 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURES OR THE TERMS OF THE SERIES 2026 BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2026 PLEDGED REVENUES AND THE SERIES 2026 PLEDGED FUNDS PLEDGED TO THE SERIES 2026 BONDS, ALL AS PROVIDED IN THE SERIES 2026 BONDS AND IN THE INDENTURES.

The Series 2026 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, as amended, 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 Series 2026 Bonds. The Series 2026 Bonds are not credit enhanced or rated and no application has been made for credit enhancement or a rating with respect to the Series 2026 Bonds.

This cover page contains information for quick reference only. It is not a summary of the Series 2026 Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

The initial sale of the Series 2026 Bonds is subject to certain conditions precedent, including, without limitation, receipt of the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, as to the validity of the Series 2026 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Kutak Rock LLP, Tallahassee, Florida, for the Land Bank (as defined herein) by its counsel, Fishback Dominick LLP, Winter Park, Florida, for Tri Pointe (as defined herein) by its special counsel, Holland & Knight LLP, West Palm Beach, Florida, for Stanley Martin (as defined herein) by its counsel, Lowndes, Drosdick, Doster, Kantor & Reed, P.A., Orlando, Florida, and for the Underwriter by its counsel, Squire Patton Boggs (US) LLP, Miami, Florida. It is expected that the Series 2026 Bonds will be delivered in book-entry form through the facilities of DTC on or about _____, 2026.

fmsbonds, Inc.
Municipal Bond Specialists

Dated: _____, 2026

* Preliminary, subject to change.

PRINCIPAL AMOUNTS, INTEREST RATES, MATURITIES, YIELDS, PRICES AND CUSIP NUMBERS

$4,475,000*
Sugarloaf Community Development District
(Lake County, Florida)
Capital Improvement Revenue Bonds, Series 2026-1
(Assessment Area Two)

$_____ – _____% Series 2026-1 Term Bond due May 1, 20___ – Yield _____% – Price _____ – CUSIP† _____
$_____ – _____% Series 2026-1 Term Bond due May 1, 20___ – Yield _____% – Price _____ – CUSIP† _____
$_____ – _____% Series 2026-1 Term Bond due May 1, 20___ – Yield _____% – Price _____ – CUSIP† _____

$4,160,000*
Sugarloaf Community Development District
(Lake County, Florida)
Capital Improvement Revenue Bonds, Series 2026-2
(Assessment Area Three)

$_____ – _____% Series 2026-2 Term Bond due May 1, 20___ – Yield _____% – Price _____ – CUSIP† _____
$_____ – _____% Series 2026-2 Term Bond due May 1, 20___ – Yield _____% – Price _____ – CUSIP† _____
$_____ – _____% Series 2026-2 Term Bond due May 1, 20___ – Yield _____% – Price _____ – CUSIP† _____

* Preliminary, subject to change.

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SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS†

Matthew Young*, Chairperson
Matt Cuarta*, Vice Chairperson
James Dunn*, Assistant Secretary
Patrick "Rob" Bonin**, Assistant Secretary

_____

* Employee of, or affiliated with, Richland Developers – Florida, Inc., a Florida corporation ("Richland").
** Employee of, or affiliated with, Lennar Homes, LLC, a Florida limited liability company ("Lennar").
† There is currently one vacancy on the Board.

DISTRICT MANAGER/METHODOLOGY CONSULTANT

Wrathell, Hunt & Associates, LLC
Boca Raton, Florida

DISTRICT COUNSEL

Kutak Rock LLP
Tallahassee, Florida

BOND COUNSEL

Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

DISTRICT ENGINEER

Pape-Dawson Consulting Engineers, LLC
Orlando, Florida

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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 SERIES 2026 BONDS AND THERE SHALL BE NO OFFER, SOLICITATION, OR SALE OF THE SERIES 2026 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 LAND BANK, THE DEVELOPERS (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, THE LAND BANK OR THE DEVELOPERS OR IN THE STATUS OF ASSESSMENT AREA TWO, ASSESSMENT AREA THREE, THE ASSESSMENT AREA TWO PROJECT OR THE ASSESSMENT AREA THREE PROJECT (AS SUCH TERMS ARE HEREINAFTER DEFINED) SINCE THE DATE HEREOF.

THE TRUSTEE HAS NOT PARTICIPATED IN THE PREPARATION OF THIS LIMITED OFFERING MEMORANDUM AND MAKES NO REPRESENTATION WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF ANY OF THE MATERIAL CONTAINED IN THIS LIMITED OFFERING MEMORANDUM. THE TRUSTEE HAS NO DUTY OR OBLIGATION TO PAY THE SERIES 2026 BONDS FROM ITS OWN FUNDS, ASSETS OR CORPORATE CAPITAL OR TO MAKE INQUIRY REGARDING, OR INVESTIGATE THE USE OF, AMOUNTS DISBURSED PURSUANT TO THE INDENTURES.

THE SERIES 2026 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAVE THE INDENTURES 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 SERIES 2026 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, CITY OF MINNEOLA, FLORIDA (THE "CITY"), LAKE COUNTY, FLORIDA (THE "COUNTY"), THE STATE, NOR ANY OTHER POLITICAL SUBDIVISIONS THEREOF HAVE GUARANTEED OR PASSED UPON THE MERITS OF THE SERIES 2026 BONDS OR UPON THE PROBABILITY OF ANY EARNINGS THEREON, AND

NEITHER THE CITY, THE COUNTY, NOR ANY OTHER POLITICAL SUBDIVISIONS THEREOF HAVE GUARANTEED OR PASSED 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 THE SERIES 2026 ASSESSMENTS, AND VARIOUS OTHER FACTORS WHICH MAY BE BEYOND THE DISTRICT'S, THE LAND BANK'S AND THE APPLICABLE DEVELOPERS' CONTROL. BECAUSE THE DISTRICT, THE LAND BANK AND THE DEVELOPERS 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, THE LAND BANK AND THE DEVELOPERS DO NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF THEIR EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

THE DISTRICT HAS DEEMED THIS PRELIMINARY LIMITED OFFERING MEMORANDUM "FINAL," EXCEPT FOR PERMITTED OMISSIONS WITHIN THE CONTEMPLATION OF RULE 15c2-12(b)(1) PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION.

TABLE OF CONTENTS

Page

INTRODUCTION 1

DESCRIPTION OF THE SERIES 2026 BONDS 4

General Description 4

Redemption Provisions 5

Book-Entry Only System 9

SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS 11

General 11

Assessment Methodology / Series 2026 Assessments 13

Additional Obligations 14

Covenant Against Sale or Encumbrance 15

Series 2026 Reserve Accounts 15

Deposit and Application of the Series 2026 Pledged Revenues 18

Investments 21

Re-Assessments 22

Prepayment of Series 2026 Assessments 23

Developers/Land Bank Agreements 23

Indenture Provisions Relating to Bankruptcy or Insolvency of Landowners 24

Events of Default and Remedies 26

ENFORCEMENT OF ASSESSMENT COLLECTIONS 29

General 29

Direct Billing & Foreclosure Procedure 30

Uniform Method Procedure 30

BONDOWNERS' RISKS 34

Concentration of Land Ownership 34

Bankruptcy and Related Risks 34

Series 2026 Assessments are Non-Recourse 35

Regulatory and Environmental Risks; Changes in Development Plans 35

Catastrophic Event Risks 36

Economic Conditions and Changes in Development Plans 36

Other Taxes and Assessments 37

Limited Secondary Market for Series 2026 Bonds 37

Inadequacy of Series 2026 Reserve Accounts 37

Legal Delays 38

IRS Examination and Audit Risk 38

Loss of Exemption from Securities Registration 40

Federal Tax Reform 40

TABLE OF CONTENTS
(continued)

Page

Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area Two Project and the Assessment Area Three Project 40
State Tax Reform 41
Payment of Series 2026 Assessments after Bank Foreclosure 41
Cybersecurity 42
Pandemics and Other Public Health Emergencies 42
Prepayment and Redemption Risk 42
ESTIMATED SOURCES AND USES OF FUNDS 43
DEBT SERVICE REQUIREMENTS 44
THE DISTRICT 45
General Information 45
Legal Powers and Authority 45
Board of Supervisors 46
The District Manager and Other Consultants 47
Prior Indebtedness 47
THE ASSESSMENT AREA TWO PROJECT AND THE ASSESSMENT AREA THREE PROJECT 48
ASSESSMENT METHODOLOGY 51
General 51
Series 2026 Assessments 51
True-Up Mechanism 52
THE DEVELOPMENT 54
General 54
Update on Assessment Area One 56
Land Acquisition, the Construction Agreement and the Option Agreement 56
Development Finance Plan 58
Development Plan / Status 58
Residential Product Offerings 59
Zoning and Permitting 60
Environmental 60
Amenities 61
Utilities 61
Taxes, Fees and Assessments 62
Education 63
Competition 63
THE LAND BANK AND THE DEVELOPERS 63

TABLE OF CONTENTS
(continued)

Page

Assessment Area Two 63
Assessment Area Three 64
TAX MATTERS 66
Opinion of Bond Counsel 66
Internal Revenue Code of 1986 66
Collateral Tax Consequences 66
Florida Taxes 67
Other Tax Matters 67
Original Issue Discount 68
Bond Premium 68
AGREEMENT BY THE STATE 68
LEGALITY FOR INVESTMENT 69
SUITABILITY FOR INVESTMENT 69
ENFORCEABILITY OF REMEDIES 69
LITIGATION 69
The District 69
The Land Bank 70
Tri Pointe 70
Stanley Martin 70
CONTINGENT FEES 70
NO RATING 70
EXPERTS 71
FINANCIAL INFORMATION 71
DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS 71
CONTINUING DISCLOSURE 71
UNDERWRITING 72
VALIDATION 73
LEGAL MATTERS 73
MISCELLANEOUS 73
AUTHORIZATION AND APPROVAL 74

TABLE OF CONTENTS
(continued)

APPENDICES

APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORMS OF SECOND SUPPLEMENTAL INDENTURE AND THIRD SUPPLEMENTAL INDENTURE
APPENDIX B: PROPOSED FORM OF OPINION OF BOND COUNSEL
APPENDIX C: ENGINEER'S REPORT
APPENDIX D: ASSESSMENT METHODOLOGY
APPENDIX E: PROPOSED FORMS OF CONTINUING DISCLOSURE AGREEMENTS
APPENDIX F: DISTRICT'S FINANCIAL STATEMENTS

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT
(LAKE COUNTY, FLORIDA)

$4,475,000*	**$4,160,000***
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2026-1	**CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2026-2**
(ASSESSMENT AREA TWO)	**(ASSESSMENT AREA THREE)**

INTRODUCTION

The purpose of this Limited Offering Memorandum is to set forth certain information in connection with the offering for sale and issuance by the Sugarloaf Community Development District (the "District") of its $4,475,000* Capital Improvement Revenue Bonds, Series 2026-1 (Assessment Area Two) (the "Series 2026-1 Bonds") and $4,160,000* Capital Improvement Revenue Bonds, Series 2026-2 (Assessment Area Three) (the "Series 2026-2 Bonds" and, together with the Series 2026-1 Bonds, the "Series 2026 Bonds").

THE SERIES 2026 BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. PURSUANT TO APPLICABLE STATE LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE SERIES 2026 BONDS TO ONLY ACCREDITED INVESTORS WITHIN THE MEANING OF CHAPTER 517, FLORIDA STATUTES, AS AMENDED, AND THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. THE LIMITATION OF THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFERS IN ANY SECONDARY MARKET FOR THE SERIES 2026 BONDS. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE SERIES 2026 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. 2022-20 enacted by the City Council of the City of Minneola, Florida (the "City Council") on September 20, 2022, as amended by Ordinance No. 2024-28 enacted by the City Council on October 1, 2024, whereby the boundaries of the District were expanded, and Ordinance No. 2025-03 enacted by the City Council on February 18, 2025, whereby the boundaries of the District were further expanded. The District was created for the purpose of financing the acquisition and construction of and managing the maintenance and operation of certain community development services and facilities for the benefit of District Lands (as hereinafter defined), and has previously determined to undertake the acquisition and/or construction of certain public improvements and community facilities as set forth in the Act for the special benefit of certain 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, and equipping water management, water supply, sewer and wastewater management, bridges or culverts, public roads, landscape and hardscape improvements, and other basic infrastructure projects within or without the boundaries of the District as provided in the Act.

The boundaries of the District currently include approximately 1,016.756+/- gross acres of land located entirely within the City of Minneola, Florida (the "City") within Lake County, Florida (the "County"). The District currently is in the process of further expanding the boundaries of the District by approximately 241.237+/- gross acres. The District is planned to contain a residential community known as "Sugarloaf Ridge" and referred to herein as the "Development." The Development, after such expansion,

* Preliminary, subject to change.

is being developed to contain approximately 2,555 residential units, consisting of (i) 175 townhomes and (ii) 2,380 single-family residential units. See "THE DEVELOPMENT – Development Plan/Status" herein.

Land development associated with the Development will occur in phases. The first phase of land development consists of approximately 199.951+/- gross acres of land within the District planned to contain 486 single-family residential units ("Assessment Area One"). The second phase of land development consists of approximately 54.717+/- gross acres of land within the District ("Assessment Area Two") planned to contain 205 single-family residential units to be constructed and marketed by Stanley Martin Homes, LLC, a Delaware limited liability company ("Stanley Martin"). The third phase of land development consists of approximately 54.21+/- gross acres of land within the District ("Assessment Area Three") planned to contain 178 single-family residential units to be constructed and marketed by Tri Pointe Homes Holdings, Inc., a Delaware corporation ("Tri Pointe" and, together with Stanley Martin, the "Developers"). A final plat for all 178 lots within Assessment Area Three was recorded on June 8, 2026.

The portion of the Capital Improvement Plan (as hereinafter defined) associated with Assessment Area One is referred to herein as the "Assessment Area One Project." The portion of the Capital Improvement Plan associated with Assessment Area Two is referred to herein as the "Assessment Area Two Project." The portion of the Capital Improvement Plan associated with Assessment Area Three is referred to herein as the "Assessment Area Three Project." The remaining phases of land development will be developed and financed in the future.

The District previously issued its Assessment Area One Bonds (as hereinafter defined) to finance a portion of the Assessment Area One Project. The Assessment Area One Project is substantially complete, with final completion expected by October 2026. All 486 lots planned for Assessment Area One have been platted. See "THE DEVELOPMENT – Update on Assessment Area One" herein for more information.

Stanley Martin will construct and market all 205 single-family residential units planned within Assessment Area Two.

KL LB BUY 5 LLC, a Delaware limited liability company (the "Land Bank") owns a majority of the land within Assessment Area Three, which is planned to contain 178 single-family residential units and certain amenities. Tri Pointe has entered into a Construction Agreement (as hereinafter defined) and an Option Agreement (as hereinafter defined) with the Land Bank. Pursuant to the Construction Agreement, Tri Pointe will manage the installation of infrastructure improvements for 178 lots within Assessment Area Three. Pursuant to the Option Agreement, Tri Pointe has the option to purchase such 178 developed lots subject to the Construction Agreement. Assuming the development and takedown of lots in accordance with the Construction Agreement and the Option Agreement, Tri Pointe is expected to construct and market 178 planned residential units within Assessment Area Three for sale to homebuyers. As of September 8, 2026, the Land Bank owns 173 lots within Assessment Area Three and Tri Pointe owns 5 lots. See "THE DEVELOPMENT – Land Acquisition, the Construction Agreement and the Option Agreement – *Assessment Area Three*" and "THE LAND BANK AND THE DEVELOPERS – Assessment Area Three" herein for more information.

The Series 2026-1 Bonds are payable from and secured by the Series 2026-1 Trust Estate, which includes the Series 2026-1 Pledged Revenues and the Series 2026-1 Pledged Funds. The Series 2026-1 Pledged Revenues consist of the revenues derived by the District from the Series 2026-1 Assessments. "Series 2026-1 Assessments" shall mean the non-ad valorem special assessments imposed, levied and collected by the District in accordance with the Series 2026-1 Assessment Proceedings (as defined in the hereinafter defined Second Supplemental Indenture). The Series 2026-1 Pledged Funds include all of the Funds and Accounts (except for the Series 2026-1 Rebate Account) established by the Series 2026-1

Indenture (as hereinafter defined). The Series 2026-1 Assessments will be initially levied on the 54.717+/- gross acres of Assessment Area Two until such time as lots in Assessment Area Two are platted. As platting of the planned 205 lots within Assessment Area Two occurs, the Series 2026-1 Assessments will be assigned to the platted lots in Assessment Area Two on a first platted, first assigned basis. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS" herein and "APPENDIX D – ASSESSMENT METHODOLOGY" attached hereto.

The Series 2026-2 Bonds are payable from and secured by the Series 2026-2 Trust Estate, which includes the Series 2026-2 Pledged Revenues and the Series 2026-2 Pledged Funds. The Series 2026-2 Pledged Revenues consist of the revenues derived by the District from the Series 2026-2 Assessments. "Series 2026-2 Assessments" shall mean the non-ad valorem special assessments imposed, levied and collected by the District in accordance with the Series 2026-2 Assessment Proceedings (as defined in the hereinafter defined Third Supplemental Indenture). The Series 2026-2 Pledged Funds include all of the Funds and Accounts (except for the Series 2026-2 Rebate Account) established by the Series 2026-2 Indenture (as hereinafter defined). The Series 2026-2 Assessments will at issuance be levied on the 178 platted lots within Assessment Area Three. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS" herein and "APPENDIX D – ASSESSMENT METHODOLOGY" attached hereto.

The Series 2026-1 Assessments and the Series 2026-2 Assessments are collectively referred to herein as the "Series 2026 Assessments." The Series 2026-1 Pledged Revenues and the Series 2026-2 Pledged Revenues are collectively referred to herein as the "Series 2026 Pledged Revenues." The Series 2026-1 Pledged Funds and the Series 2026-2 Pledged Funds are collectively referred to herein as the "Series 2026 Pledged Funds."

The Series 2026 Bonds are being issued by the District pursuant to the Act, Resolution No. 2024-10 and Resolution No. 2026-07 adopted by the Board of Supervisors of the District (the "Board") on July 22, 2024 and May 29, 2026, respectively, and a Master Trust Indenture dated as of January 1, 2026 (the "Master Indenture"), as supplemented with respect to the Series 2026-1 Bonds, by a Second Supplemental Trust Indenture dated as of September 1, 2026 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Series 2026-1 Indenture"), and with respect to the Series 2026-2 Bonds, by a Third Supplemental Trust Indenture dated as of September 1, 2026 (the "Third Supplemental Indenture" and, together with the Master Indenture, the "Series 2026-2 Indenture") (the Series 2026-1 Indenture and the Series 2026-2 Indenture being collectively referred to herein as the "Indentures"), each by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). Capitalized terms not defined herein shall have the meanings assigned to them in the Indentures. See "APPENDIX A – COPY OF MASTER INDENTURE AND PROPOSED FORMS OF SECOND SUPPLEMENTAL INDENTURE AND THIRD SUPPLEMENTAL INDENTURE" attached hereto.

Proceeds of the Series 2026-1 Bonds will be used to provide funds to (i) finance a portion of the Cost of acquiring, constructing and equipping the Assessment Area Two Project, (ii) pay certain costs associated with the issuance of the Series 2026-1 Bonds, (iii) make a deposit into the Series 2026-1 Reserve Account to be held for the benefit of all of the Series 2026-1 Bonds and (iv) pay a portion of the interest to become due on the Series 2026-1 Bonds through November 1, 2026. See "ESTIMATED SOURCES AND USES OF FUNDS" and "THE ASSESSMENT AREA TWO PROJECT AND THE ASSESSMENT AREA THREE PROJECT" herein.

Proceeds of the Series 2026-2 Bonds will be used to provide funds to (i) finance a portion of the Cost of acquiring, constructing and equipping the Assessment Area Three Project, (ii) pay certain costs associated with the issuance of the Series 2026-2 Bonds, (iii) make a deposit into the Series 2026-2 Reserve

Account to be held for the benefit of all of the Series 2026-2 Bonds and (iv) pay a portion of the interest to become due on the Series 2026-2 Bonds through November 1, 2026. See "ESTIMATED SOURCES AND USES OF FUNDS" and "THE ASSESSMENT AREA TWO PROJECT AND THE ASSESSMENT AREA THREE PROJECT" herein.

There follows in this Limited Offering Memorandum a brief description of the District, the Assessment Area Two Project, the Assessment Area Three Project, Assessment Area Two, Assessment Area Three, the Land Bank, the Developers, a description of the terms of the Series 2026 Bonds and summaries of certain terms of the Indentures and certain provisions of the Act. All references herein to the Indentures and the Act are qualified in their entirety by reference to such document and the Act, and all references to the Series 2026 Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indentures. A copy of the Master Indenture and the proposed forms of the Second Supplemental Indenture and the Third 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 SERIES 2026 BONDS

General Description

The Series 2026 Bonds are issuable only as fully registered bonds, without coupons, in the denominations of $5,000 and any integral multiple thereof; provided however, if any initial Beneficial Owner does not purchase at least $100,000 of the Series 2026 Bonds at the time of initial delivery of the Series 2026 Bonds, such Beneficial Owner must either execute and deliver to the District and the Underwriter on the date of delivery of the Series 2026 Bonds an investor letter in substantially the forms attached to the applicable Indentures 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. The Series 2026 Bonds will mature, subject to the redemption provisions set forth herein, on the dates and in the amounts set forth on the inside cover page hereof.

The Series 2026 Bonds shall be dated as of the date of initial delivery. Each Series 2026 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 Series 2026 Bond has been paid, in which event such Series 2026 Bond shall bear interest from its date of authentication, or (ii) is prior to the first Interest Payment Date for the Series 2026 Bonds, in which event such Series 2026 Bond shall bear interest from its date. Interest on the Series 2026 Bonds will be computed in all cases on the basis of a 360-day year of twelve 30-day months. "Interest Payment Date" means May 1 and November 1 of each year, commencing November 1, 2026. "Quarterly Redemption Date" means February 1, May 1, August 1 and November 1 of any calendar year.

Upon initial issuance, the ownership of the Series 2026 Bonds will be registered in the name of Cede & Co., as Nominee for The Depository Trust Company ("DTC"), and purchases of beneficial interests in the Series 2026 Bonds will be made in book-entry only form. The Series 2026 Bonds will initially be sold only to "accredited investors" within the meaning under Chapter 517, Florida Statutes, as amended, and the rules of the Florida Department of Financial Services promulgated thereunder, although there is no limitation on resales of the Series 2026 Bonds. See "DESCRIPTION OF THE SERIES 2026 BONDS – Book-Entry Only System" and "SUITABILITY FOR INVESTMENT" below.

U.S. Bank Trust Company, National Association is initially serving as the Trustee, Bond Registrar and Paying Agent for the Series 2026 Bonds.

Redemption Provisions

Optional Redemption.

Series 2026-1 Bonds. The Series 2026-1 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20__ at the Redemption Price of the principal amount of the Series 2026-1 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

Series 2026-2 Bonds. The Series 2026-2 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20__ at the Redemption Price of the principal amount of the Series 2026-2 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

Mandatory Sinking Fund Redemption.

Series 2026-1 Bonds. The Series 2026-1 Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026-1 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below.

Year	**Amortization Installment**

_____
*Maturity

The Series 2026-1 Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026-1 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below.

Year	**Amortization Installment**

_____
*Maturity

The Series 2026-1 Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026-1 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below.

Year	**Amortization Installment**

_____
*Maturity

As more particularly set forth in the Series 2026-1 Indenture, any Series 2026-1 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 Series 2026-1 Bonds. Amortization Installments are also subject to recalculation, as provided in the Second Supplemental Indenture, as the result of the redemption of Series 2026-1 Bonds other than from scheduled Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2026-1 Bonds as set forth in the Second Supplemental Indenture.

Series 2026-2 Bonds. The Series 2026-2 Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026-2 Sinking Fund Account established under the Third Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below.

Year	**Amortization Installment**

_____
*Maturity

The Series 2026-2 Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026-2 Sinking Fund Account established under the Third Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below.

Year	**Amortization Installment**

_____
*Maturity

The Series 2026-2 Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026-2 Sinking Fund Account established under the Third Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below.

Year	**Amortization Installment**

_____
*Maturity

As more particularly set forth in the Series 2026-2 Indenture, any Series 2026-2 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 Series 2026-2 Bonds. Amortization Installments are also subject to recalculation, as provided in the Third Supplemental Indenture, as the result of the redemption of Series 2026-2 Bonds other than from scheduled Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2026-2 Bonds as set forth in the Third Supplemental Indenture.

Extraordinary Mandatory Redemption in Whole or in Part.

Series 2026-1 Bonds. The Series 2026-1 Bonds are subject to extraordinary mandatory redemption prior to maturity in whole or in part on any Redemption Date at the Redemption Price of one hundred percent (100%) of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(i) on or after the Date of Completion of the Assessment Area Two Project, by application of moneys transferred from the Series 2026-1 Acquisition and Construction Account to the Series 2026-1 Prepayment Subaccount as provided for in the Series 2026-1 Indenture; or

(ii) from amounts, including Series 2026-1 Prepayments, required by the Series 2026-1 Indenture to be deposited into the Series 2026-1 Prepayment Subaccount; or

(iii) from amounts transferred from the Series 2026-1 Reserve Account to the Series 2026-1 Prepayment Subaccount resulting from a reduction in the Series 2026-1 Reserve Account Requirement as provided for in the Series 2026-1 Indenture; or

(iv) on the date on which the amount on deposit in the Series 2026-1 Reserve Account, together with other moneys available therefor, is sufficient to pay and redeem all of the Series 2026-1 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2026-1 Bonds shall be called for redemption, the particular Series 2026-1 Bonds or portions of Series 2026-1 Bonds to be redeemed shall be selected by lot by the Bond Registrar as provided in the Series 2026-1 Indenture, or as provided or directed by DTC.

Series 2026-2 Bonds. The Series 2026-2 Bonds are subject to extraordinary mandatory redemption prior to maturity in whole or in part on any Redemption Date at the Redemption Price of one hundred percent (100%) of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(i) on or after the Date of Completion of the Assessment Area Three Project, by application of moneys transferred from the Series 2026-2 Acquisition and Construction Account to the Series 2026-2 Prepayment Subaccount as provided for in the Series 2026-2 Indenture; or

(ii) from amounts, including Series 2026-2 Prepayments, required by the Series 2026-2 Indenture to be deposited into the Series 2026-2 Prepayment Subaccount; or

(iii) from amounts transferred from the Series 2026-2 Reserve Account to the Series 2026-2 Prepayment Subaccount resulting from a reduction in the Series 2026-2 Reserve Account Requirement as provided for in the Series 2026-2 Indenture; or

(iv) on the date on which the amount on deposit in the Series 2026-2 Reserve Account, together with other moneys available therefor, is sufficient to pay and redeem all of the Series 2026-2 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2026-2 Bonds shall be called for redemption, the particular Series 2026-2 Bonds or portions of Series 2026-2 Bonds to be redeemed shall be selected by lot by the Bond Registrar as provided in the Series 2026-2 Indenture, or as provided or directed by DTC.

Notice of Redemption and of Purchase. Notice of redemption shall be given by the Bond Registrar not less than thirty (30) nor more than forty-five (45) days prior to the date fixed for redemption by first-class mail, postage prepaid, to any Paying Agent for the applicable Series of the Series 2026 Bonds to be redeemed and to the registered Owner of each Series 2026 Bond to be redeemed, at the address of such registered Owner on the registration books maintained by the Bond Registrar (and, for any Owner of $1,000,000 or more in principal amount of such Series 2026 Bonds, to one additional address if written request therefor is provided to the Bond Registrar prior to the Record Date); and a second notice of

redemption shall be sent by registered or certified mail at such address to any Owner who has not submitted his Series 2026 Bond to the Paying Agent for payment on or before the date sixty (60) days following the date fixed for redemption of such Series 2026 Bond, in each case stating: (a) the numbers of the Series 2026 Bonds to be redeemed, by giving the individual certificate number of each Bond to be redeemed (or stating that all Series 2026 Bonds between two stated certificate numbers, both inclusive, are to be redeemed or that all of the Series 2026 Bonds of one or more maturities have been called for redemption); (b) the CUSIP numbers of all Series 2026 Bonds being redeemed; (c) in the case of a partial redemption of Series 2026 Bonds, the principal amount of each Series 2026 Bond being redeemed; (d) the date of issue of each Series 2026 Bond as originally issued and the complete official name of the Series 2026 Bonds including the Series designation; (e) the rate or rates of interest borne by each Series 2026 Bond being redeemed; (f) the maturity date of each Series 2026 Bond being redeemed; (g) the place or places where amounts due upon such redemption will be payable; and (h) the notice date, redemption date, and Redemption Price. The notice shall require that such Series 2026 Bonds be surrendered at the designated corporate trust office of the Paying Agent for redemption at the Redemption Price and shall state that further interest on such Series 2026 Bonds will not accrue from and after the redemption date; provided, however, that such presentation shall not be required while such Series 2026 Bonds are registered in book-entry only format. CUSIP number identification with appropriate dollar amounts for each CUSIP number also shall accompany all redemption payments.

Pursuant to the applicable Indentures, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

Book-Entry Only System

The information in this caption concerning DTC (as defined below) 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") will act as securities depository for the Series 2026 Bonds. The Series 2026 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 Series 2026 Bond certificate will be issued for each maturity of each Series of the Series 2026 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 an S&P Global Ratings, a division of S&P Global Inc. 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.

Purchases of Series 2026 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2026 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2026 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 Series 2026 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 Series 2026 Bonds, except in the event that use of the book-entry system for the Series 2026 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2026 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 Series 2026 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 Series 2026 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2026 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 Series 2026 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2026 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2026 Bond documents. For example, Beneficial Owners of Series 2026 Bonds may wish to ascertain that the nominee holding the Series 2026 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 Series 2026 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2026 Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2026 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 Series 2026 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, and principal and interest payments on the Series 2026 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, and principal 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 Series 2026 Bonds at any time by giving reasonable notice to the District and the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2026 Bond certificates are required to be printed and delivered.

The District may decide to discontinue, pursuant to the procedures of DTC, use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Series 2026 Bond certificates will be printed and delivered to DTC.

SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS

General

NEITHER THE SERIES 2026 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 THE STATE OF FLORIDA (THE "STATE"). THE SERIES 2026 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 INDENTURES. 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 INDENTURES OR THE TERMS OF THE SERIES 2026 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURES OR THE TERMS OF THE SERIES 2026 BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2026 PLEDGED REVENUES AND THE SERIES 2026 PLEDGED FUNDS PLEDGED TO THE SERIES 2026 BONDS, ALL AS PROVIDED IN THE SERIES 2026 BONDS AND IN THE INDENTURES.

The Series 2026-1 Bonds are payable from and secured by the Series 2026-1 Trust Estate, which includes the Series 2026-1 Pledged Revenues and the Series 2026-1 Pledged Funds. The Series 2026-1 Pledged Revenues consist of the revenues derived by the District from the Series 2026-1 Assessments. "Series 2026-1 Assessments" shall mean the non-ad valorem special assessments imposed, levied and collected by the District in accordance with the Series 2026-1 Assessment Proceedings, corresponding in amount to the Debt Service on the Series 2026-1 Bonds and designated as such in the Assessment

Methodology. The Series 2026-1 Pledged Funds include all of the Funds and Accounts (except for the Series 2026-1 Rebate Account) established by the Series 2026-1 Indenture.

The Series 2026-2 Bonds are payable from and secured by the Series 2026-2 Trust Estate, which includes the Series 2026-2 Pledged Revenues and the Series 2026-2 Pledged Funds. The Series 2026-2 Pledged Revenues consist of the revenues derived by the District from the Series 2026-2 Assessments. "Series 2026-2 Assessments" shall mean the non-ad valorem special assessments imposed, levied and collected by the District in accordance with the Series 2026-2 Assessment Proceedings, corresponding in amount to the Debt Service on the Series 2026-2 Bonds and designated as such in the Assessment Methodology (as defined herein). The Series 2026-2 Pledged Funds include all of the Funds and Accounts (except for the Series 2026-2 Rebate Account) established by the Series 2026-2 Indenture.

The Series 2026-1 Assessments and the Series 2026-2 Assessments are collectively referred to herein as the "Series 2026 Assessments." The Series 2026-1 Pledged Revenues and the Series 2026-2 Pledged Revenues are collectively referred to herein as the "Series 2026 Pledged Revenues." The Series 2026-1 Pledged Funds and the Series 2026-2 Pledged Funds are collectively referred to herein as the "Series 2026 Pledged Funds."

The Assessment Methodology, which describes the methodology for allocating the applicable Series 2026 Assessments to the assessable lands within Assessment Area Two and Assessment Area Three, is included as APPENDIX D hereto. The Series 2026-1 Assessments and the Series 2026-2 Assessments will be levied pursuant to Section 190.022 of the Act, and the Series 2026-1 Assessment Proceedings and the Series 2026-2 Assessment Proceedings, respectively. Non-ad valorem assessments are not based on millage and are not taxes, but are a lien against the lands receiving special benefit, including, but not limited to, homestead property, as permitted in Section 4, Article X of the Florida State Constitution. The Series 2026 Assessments will constitute a lien against the land as to which the Series 2026 Assessments are imposed. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

THE REVENUES DERIVED BY THE DISTRICT FROM THE LEVY AND COLLECTION OF THE SERIES 2026-1 ASSESSMENTS ARE NOT PLEDGED TO AND DO NOT SECURE THE SERIES 2026-2 BONDS AND WILL NOT BE AVAILABLE TO PAY DEBT SERVICE OR ANY OTHER AMOUNTS DUE WITH RESPECT TO THE SERIES 2026-2 BONDS.

THE REVENUES DERIVED BY THE DISTRICT FROM THE LEVY AND COLLECTION OF THE SERIES 2026-2 ASSESSMENTS ARE NOT PLEDGED TO AND DO NOT SECURE THE SERIES 2026-1 BONDS AND WILL NOT BE AVAILABLE TO PAY DEBT SERVICE OR ANY OTHER AMOUNTS DUE WITH RESPECT TO THE SERIES 2026-1 BONDS.

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Assessment Methodology / Series 2026 Assessments

Assessment Area Two. As set forth in the Second Supplemental Methodology (as hereinafter defined), the Series 2026-1 Assessments will be initially levied on approximately 54.717+/- gross acres within Assessment Area Two until such time as lots in Assessment Area Two are platted. As platting of the planned 205 lots within Assessment Area Two occurs, the Series 2026-1 Assessments will be assigned to platted lots in Assessment Area Two on a first platted, first assigned basis. Assuming that all of the 205 planned residential units within Assessment Area Two are developed and platted, then the Series 2026-1 Assessments will be allocated on the per unit basis set forth below and as set forth in the Second Supplemental Methodology. See "THE DEVELOPMENT – Development Plan/Status" herein and "APPENDIX D – ASSESSMENT METHODOLOGY" attached hereto.

Developer	Product Type	No. of Units	Annual Series 2026-1 Assessments Per Unit*/**	Series 2026-1 Bonds Par Debt Per Unit*
Stanley Martin	Single-Family 45'	102	$1,451.61	$19,187.71
	Single-Family 55'	79	1,774.19	23,451.64
	Single-Family 65'	24	2,096.77	27,715.58
	Total	**205**		

*Preliminary, subject to change.

**This amount is grossed up to include early payment discounts at 4% (subject to change) and County collection fees at 3% (subject to change).

In addition, it is anticipated that residential units within Assessment Area Two will be subject to the homeowners association formed for Assessment Area Two by Stanley Martin and required to pay homeowner's association fees, which are currently expected to be $1,380.00 per single-family home annually; which amount is subject to change.

Assessment Area Three. As set forth in the Third Supplemental Methodology (as hereinafter defined), the Series 2026-2 Assessments will at issuance be levied on the 178 platted lots within Assessment Area Three on the per unit basis set forth below. See "THE DEVELOPMENT – Development Plan/Status" herein and "APPENDIX D – ASSESSMENT METHODOLOGY" attached hereto.

Developer	Product Type	No. of Units	Annual Series 2026-2 Assessments Per Unit*/**	Series 2026-2 Bonds Par Debt Per Unit*
Tri Pointe	Single-Family 45'	47	$1,451.61	$19,200.00
	Single-Family 55'	88	1,774.19	23,466.67
	Single-Family 65'	43	2,096.77	27,733.33
	Total	**178**		

*Preliminary, subject to change.

** This amount is grossed up to include early payment discounts at 4% (subject to change) and County collection fees at 3% (subject to change).

In addition, it is anticipated that residential units within Assessment Area Three will be subject to the homeowners association formed for Assessment Area Three by Tri Pointe and required to pay homeowner's association fees, which are currently expected to be $1,400.00 per single-family home annually; which amount is subject to change.

General. The District will continue levying assessments to cover its operation and maintenance costs that will be approximately $310 per residential unit annually; which amount is subject to change. The

land within the District has been and is expected to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate imposed on taxable properties in the District for 2025 was approximately 17.5866 mills, which millage rate is subject to change. These taxes would be payable in addition to the Series 2026 Assessments and any other assessments levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the City, the County and the School District of Lake County, Florida may each levy ad valorem taxes and/or special assessments 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 "THE DEVELOPMENT – Taxes, Fees and Assessments" for more information.

Additional Obligations

Assessment Area Two. The Second Supplemental Indenture provides that, other than Refunding Bonds issued to refund the then Outstanding Series 2026-1 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2026-1 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2026-1 Trust Estate. The District further covenants and agrees in the Second Supplemental Indenture that so long as the Series 2026-1 Assessments have not been Substantially Absorbed, it will not issue Bonds or other debt obligations secured by Assessments on any lands subject to the Series 2026-1 Assessments without the written consent of the Majority Owners. "Substantially Absorbed" is defined in the Second Supplemental Indenture to mean the date on which the principal amount of the Series 2026-1 Assessments equaling at least seventy-five percent (75%) of the then Outstanding principal amount of the Series 2026-1 Bonds is levied on tax parcels within Assessment Area Two with respect to which a certificate of occupancy has been issued for a structure thereon, as certified by an Authorized Officer and upon which the Trustee may conclusively rely. Notwithstanding the foregoing, the District may impose Assessments on property subject to the Series 2026-1 Assessments which are necessary for health, safety or welfare reasons, or to remediate a natural disaster, or to effect repairs to or replacement of property, facilities or equipment of the District without the consent of the Majority Owners.

Assessment Area Three. The Third Supplemental Indenture provides that, other than Refunding Bonds issued to refund the then Outstanding Series 2026-2 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2026-2 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2026-2 Trust Estate. The District further covenants and agrees in the Third Supplemental Indenture that so long as the Series 2026-2 Assessments have not been Substantially Absorbed, it will not issue Bonds or other debt obligations secured by Assessments on any lands subject to the Series 2026-2 Assessments without the written consent of the Majority Owners. "Substantially Absorbed" is defined in the Third Supplemental Indenture to mean the date on which the principal amount of the Series 2026-2 Assessments equaling at least seventy-five percent (75%) of the then Outstanding principal amount of the Series 2026-2 Bonds is levied on tax parcels within Assessment Area Three with respect to which a certificate of occupancy has been issued for a structure thereon, as certified by an Authorized Officer and upon which the Trustee may conclusively rely. Notwithstanding the foregoing, the District may impose Assessments on property subject to the Series 2026-2 Assessments which are necessary for health, safety or welfare reasons, or to remediate a natural disaster, or to effect repairs to or replacement of property, facilities or equipment of the District without the consent of the Majority Owners.

The District and/or other public entities may impose taxes or other special assessments on the same properties encumbered by the Series 2026 Assessments without the consent of the Owners of the Series 2026 Bonds. The District expects to impose certain non-ad valorem special assessments called maintenance

assessments, which are of equal dignity with the Series 2026 Assessments, on the same lands upon which the Series 2026 Assessments are imposed, to fund the maintenance and operation of the District. See "THE DEVELOPMENT – Taxes, Fees and Assessments" and "BONDOWNERS' RISKS" herein for more information.

Covenant Against Sale or Encumbrance

In the Master Indenture, the District will covenant that, until such time as there are no Outstanding Series 2026 Bonds, it will not sell, lease or otherwise dispose of or encumber the Assessment Area Two Project, the Assessment Area Three Project or any part thereof other than as provided therein. The District may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments, or other movable property acquired by the District in connection with the Assessment Area Two Project or the Assessment Area Three Project, or any materials used in connection therewith, if the District shall determine that such articles are no longer needed or are no longer useful in connection with the acquisition, construction, operation or maintenance of the Assessment Area Two Project or the Assessment Area Three Project, and the proceeds thereof may be applied to the replacement of the properties so sold or disposed of and, if not so applied, shall be deposited to the credit of the Series 2026-1 Acquisition and Construction Account or the Series 2026-2 Acquisition and Construction Account, as applicable, or, after the Date of Completion of the Assessment Area Two Project or the Assessment Area Three Project, shall be applied as provided in the applicable Indentures. The District may from time to time sell or lease such other property forming part of the Assessment Area Two Project or the Assessment Area Three Project which it may determine is not needed or serves no useful purpose in connection with the maintenance and operation of such Assessment Area Two Project or Assessment Area Three Project, if the Consulting Engineer shall in writing approve such sale or lease, and the proceeds of any such sale shall be disposed of as provided in the Master Indenture for the proceeds of the sale or disposal of movable property. The proceeds of any lease as described above shall be applied as provided in the applicable Indentures.

Notwithstanding the foregoing, the District may: (a) dispose of all or any part of the Assessment Area Two Project or the Assessment Area Three Project, other than any portion of the Assessment Area Two Project or the Assessment Area Three Project the revenues to be derived from the operation of which are pledged to the applicable Series 2026 Bonds, by gift or dedication thereof to any unit of local government, or to the State or any agency or instrumentality of either of the foregoing or the United States Government; and/or (b) impose, declare or grant title to or interests in the Assessment Area Two Project or the Assessment Area Three Project or a portion or portions thereof in order to create ingress and egress rights and public and private utility easements as the District may deem necessary or desirable for the development, use and occupancy of the property within the District; and/or (c) impose or declare covenants, conditions and restrictions pertaining to the use, occupancy and operation of the Assessment Area Two Project or the Assessment Area Three Project. See "APPENDIX A – COPY OF MASTER INDENTURE AND PROPOSED FORMS OF SECOND SUPPLEMENTAL INDENTURE AND THIRD SUPPLEMENTAL INDENTURE" attached hereto for more information.

Series 2026 Reserve Accounts

Series 2026-1 Bonds. The Series 2026-1 Indenture establishes a Series 2026-1 Reserve Account within the Reserve Fund for the Series 2026-1 Bonds. The Series 2026-1 Reserve Account will be funded and maintained at all times in an amount equal to the Series 2026-1 Reserve Account Requirement. "Series 2026-1 Reserve Account Requirement" is defined in the Second Supplemental Indenture as an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2026-1 Bonds, as of the time of any such calculation, until such time as the Reserve Account Release Conditions #1 are met, at which time and thereafter, Series 2026-1 Reserve Account Requirement shall

mean an amount equal to twenty-five percent (25%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2026-1 Bonds, as of the time of any such calculation, until such time as the Reserve Account Release Conditions #2 are met, at which time and thereafter, Series 2026-1 Reserve Account Requirement shall mean an amount equal to ten percent (10%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2026-1 Bonds, as of the time of any such calculation. On the date of initial issuance of the Series 2026-1 Bonds, the Series 2026-1 Reserve Account Requirement shall be $_____.

"Reserve Account Release Conditions #1" is defined in the Second Supplemental Indenture to mean collectively, that (a) all lots subject to the Series 2026-1 Assessments have been developed and platted, and (b) there are no Events of Default occurring or continuing under the Series 2026-1 Indenture with respect to the Series 2026-1 Bonds. The Consulting Engineer shall provide a written certification to the District and the Trustee certifying that the event in clause (a) has occurred and the District Manager shall provide a written certification to the District and the Trustee affirming clause (b), on which certifications the Trustee may conclusively rely.

"Reserve Account Release Conditions #2" is defined in the Second Supplemental Indenture to mean collectively, that (a) all of the Reserve Account Release Conditions #1 have been satisfied, (b) all lots subject to the Series 2026-1 Assessments have constructed homes thereon which have each received a certificate of occupancy, (c) all of the principal portion of the Series 2026-1 Assessments has been assigned to such homes, (d) all Series 2026-1 Assessments are being collected pursuant to the Uniform Method, and (e) there are no Events of Default occurring or continuing under the Series 2026-1 Indenture with respect to the Series 2026-1 Bonds. The District Manager shall provide a written certification to the District and the Trustee certifying that the events in clauses (a) through (d) have occurred and affirming clause (e), on which certifications the Trustee may conclusively rely.

Except as otherwise provided in the Series 2026-1 Indenture, amounts on deposit in the Series 2026-1 Reserve Account shall be used only for the purpose of making payments into the Series 2026-1 Interest Account and the Series 2026-1 Sinking Fund Account to pay Debt Service on the Series 2026-1 Bonds, when due, without distinction as to Series 2026-1 Bonds and without privilege or priority of one Series 2026-1 Bond over another, to the extent the moneys on deposit in such Accounts available therefor are insufficient and for no other purpose. The Series 2026-1 Reserve Account shall consist only of cash and Series 2026-1 Investment Obligations.

Anything in the Series 2026-1 Indenture to the contrary notwithstanding, on the forty-fifth (45th) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45th) day is not a Business Day, on the Business Day preceding such forty-fifth (45th) day), an Authorized Officer of the District shall recalculate the Series 2026-1 Reserve Account Requirement and shall direct the Trustee in writing to transfer any excess on deposit in the Series 2026-1 Reserve Account (a) resulting from Prepayments of Series 2026-1 Assessments into the Series 2026-1 Prepayment Subaccount and applied as a credit against the Prepayment otherwise required to be made by the owner of such lot or parcel subject to such Prepayment and thereafter applied to the extraordinary mandatory redemption of the Series 2026-1 Bonds, (b) resulting from a reduction of the Series 2026-1 Reserve Account Requirement as the result of either the Reserve Account Release Conditions #1 or the Reserve Account Release Conditions #2 being met into the Series 2026-1 Acquisition and Construction Account and used for the purposes of such Account, or (c) resulting from investment earnings as provided in the Second Supplemental Indenture. Pursuant to the Second Supplemental Indenture, the Trustee is authorized to make such transfers and has no duty to verify such calculations.

On the earliest date on which there is on deposit in the Series 2026-1 Reserve Account sufficient moneys, after taking into account other moneys available therefor, to pay and redeem all of the Outstanding Series 2026-1 Bonds, together with accrued interest and redemption premium, if any, on such Series 2026-1 Bonds to the earliest Redemption Date permitted in the Series 2026-1 Bonds and the Series 2026-1 Indenture, then the Trustee shall transfer the amount on deposit in the Series 2026-1 Reserve Account into the Series 2026-1 Prepayment Subaccount to pay and redeem all of the Outstanding Series 2026-1 Bonds on the earliest Redemption Date permitted for redemption in the Series 2026-1 Bonds and the Series 2026-1 Indenture.

Anything in the Series 2026-1 Indenture to the contrary notwithstanding, amounts on deposit in the Series 2026-1 Reserve Account shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessments.

Series 2026-2 Bonds. The Series 2026-2 Indenture establishes a Series 2026-2 Reserve Account within the Reserve Fund for the Series 2026-2 Bonds. The Series 2026-2 Reserve Account will be funded and maintained at all times in an amount equal to the Series 2026-2 Reserve Account Requirement. "Series 2026-2 Reserve Account Requirement" is defined in the Third Supplemental Indenture as an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2026-2 Bonds, as of the time of any such calculation, until such time as the Reserve Account Release Conditions #1 are met, at which time and thereafter, Series 2026-2 Reserve Account Requirement shall mean an amount equal to twenty-five percent (25%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2026-2 Bonds, as of the time of any such calculation, until such time as the Reserve Account Release Conditions #2 are met, at which time and thereafter, Series 2026-2 Reserve Account Requirement shall mean an amount equal to ten percent (10%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2026-2 Bonds, as of the time of any such calculation. On the date of initial issuance of the Series 2026-2 Bonds, the Series 2026-2 Reserve Account Requirement shall be $_____.

"Reserve Account Release Conditions #1" is defined in the Third Supplemental Indenture to mean collectively, that (a) all lots subject to the Series 2026-2 Assessments have been developed and platted, and (b) there are no Events of Default occurring or continuing under the Series 2026-2 Indenture with respect to the Series 2026-2 Bonds. The Consulting Engineer shall provide a written certification to the District and the Trustee certifying that the event in clause (a) has occurred and the District Manager shall provide a written certification to the District and the Trustee affirming clause (b), on which certifications the Trustee may conclusively rely.

"Reserve Account Release Conditions #2" is defined in the Third Supplemental Indenture to mean collectively, that (a) all of the Reserve Account Release Conditions #1 have been satisfied, (b) all lots subject to the Series 2026-2 Assessments have constructed homes thereon which have each received a certificate of occupancy, (c) all of the principal portion of the Series 2026-2 Assessments has been assigned to such homes, (d) all Series 2026-2 Assessments are being collected pursuant to the Uniform Method, and (e) there are no Events of Default occurring or continuing under the Series 2026-2 Indenture with respect to the Series 2026-2 Bonds. The District Manager shall provide a written certification to the District and the Trustee certifying that the events in clauses (a) through (d) have occurred and affirming clause (e), on which certifications the Trustee may conclusively rely.

Except as otherwise provided in the Series 2026-2 Indenture, amounts on deposit in the Series 2026-2 Reserve Account shall be used only for the purpose of making payments into the Series 2026-2 Interest Account and the Series 2026-2 Sinking Fund Account to pay Debt Service on the Series 2026-2 Bonds, when due, without distinction as to Series 2026-2 Bonds and without privilege or priority of one

Series 2026-2 Bond over another, to the extent the moneys on deposit in such Accounts available therefor are insufficient and for no other purpose. The Series 2026-2 Reserve Account shall consist only of cash and Series 2026-2 Investment Obligations.

Anything in the Series 2026-2 Indenture to the contrary notwithstanding, on the forty-fifth (45th) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45th) day is not a Business Day, on the Business Day preceding such forty-fifth (45th) day), an Authorized Officer of the District shall recalculate the Series 2026-2 Reserve Account Requirement and shall direct the Trustee in writing to transfer any excess on deposit in the Series 2026-2 Reserve Account (a) resulting from Prepayments of Series 2026-2 Assessments into the Series 2026-2 Prepayment Subaccount and applied as a credit against the Prepayment otherwise required to be made by the owner of such lot or parcel subject to such Prepayment and thereafter applied to the extraordinary mandatory redemption of the Series 2026-2 Bonds, (b) resulting from a reduction of the Series 2026-2 Reserve Account Requirement as the result of either the Reserve Account Release Conditions #1 or the Reserve Account Release Conditions #2 being met into the Series 2026-2 Acquisition and Construction Account and used for the purposes of such Account, or (c) resulting from investment earnings as provided in the Third Supplemental Indenture. Pursuant to the Third Supplemental Indenture, the Trustee is authorized to make such transfers and has no duty to verify such calculations.

On the earliest date on which there is on deposit in the Series 2026-2 Reserve Account sufficient moneys, after taking into account other moneys available therefor, to pay and redeem all of the Outstanding Series 2026-2 Bonds, together with accrued interest and redemption premium, if any, on such Series 2026-2 Bonds to the earliest Redemption Date permitted in the Series 2026-2 Bonds and the Series 2026-2 Indenture, then the Trustee shall transfer the amount on deposit in the Series 2026-2 Reserve Account into the Series 2026-2 Prepayment Subaccount to pay and redeem all of the Outstanding Series 2026-2 Bonds on the earliest Redemption Date permitted for redemption in the Series 2026-2 Bonds and the Series 2026-2 Indenture.

Anything in the Series 2026-2 Indenture to the contrary notwithstanding, amounts on deposit in the Series 2026-2 Reserve Account shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessments.

Deposit and Application of the Series 2026 Pledged Revenues

Series 2026-1 Bonds. Pursuant to the Second Supplemental Indenture, the Trustee is authorized and directed to deposit any and all amounts required to be deposited in the Series 2026-1 Revenue Account by the Series 2026-1 Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2026-1 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Series 2026-1 Indenture and from all other moneys of the Trustee.

The Trustee shall deposit into the Series 2026-1 Revenue Account (i) Series 2026-1 Assessment Revenues other than Series 2026-1 Prepayments (which Series 2026-1 Prepayments shall be identified by the District to the Trustee as such in writing upon deposit, upon which certification the Trustee may conclusively rely, and which shall be deposited into the Series 2026-1 Prepayment Subaccount), (ii) Series 2026-1 Prepayment Interest, and (iii) any other revenues required by other provisions of the Series 2026-1 Indenture to be deposited into the Series 2026-1 Revenue Account.

On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or if such forty-fifth (45th) day is not a Business Day, on the Business Day preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2026-1 Prepayment Subaccount and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2026-1 Revenue Account for deposit into the Series 2026-1 Prepayment Subaccount an amount sufficient to increase the amount on deposit therein to the nearest integral multiple of $5,000 (provided that there are sufficient funds remaining in the Series 2026-1 Revenue Account to pay Debt Service coming due on the Series 2026-1 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2026-1 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2026-1 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2026-1 Bonds set forth in the form of Series 2026-1 Bonds attached to the Second Supplemental Indenture and the provisions of the Series 2026-1 Indenture.

On 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 first transfer from the Series 2026-1 Capitalized Interest Account to the Series 2026-1 Interest Account the lesser of (i) the amount of interest coming due on the Series 2026-1 Bonds on such May 1 or November 1, less the amount already on deposit in the Series 2026-1 Interest Account, or (ii) the amount remaining in the Series 2026-1 Capitalized Interest Account. Following the foregoing transfer, on such May 1 or 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 then transfer amounts on deposit in the Series 2026-1 Revenue Account to the Accounts designated below in the following amounts and in the following order of priority:

FIRST, to the Series 2026-1 Interest Account, the amount, if any, equal to the difference between the amount of interest payable on all Series 2026-1 Bonds then Outstanding on such May 1 or November 1, and (i) the amount transferred from the Series 2026-1 Capitalized Interest Account in accordance with the Second Supplemental Indenture, if any, and (ii) the amount already on deposit in the Series 2026-1 Interest Account not previously credited;

SECOND, on May 1, 20__ and on each May 1 thereafter, to the Series 2026-1 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2026-1 Bonds subject to mandatory sinking fund redemption on such May 1 and the amount already on deposit in the Series 2026-1 Sinking Fund Account not previously credited;

THIRD, to the Series 2026-1 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2026-1 Reserve Account Requirement with respect to the Series 2026-1 Bonds; and

FOURTH, the balance shall first be deposited into the Series 2026-1 Costs of Issuance Account to fund any deficiencies in the amount allocated to pay the costs of issuance relating to the Series 2026-1 Bonds, and then the balance shall be retained in the Series 2026-1 Revenue Account.

On any date required by the Arbitrage Certificate for the Series 2026-1 Bonds, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2026-1 Revenue Account to the Series 2026-1 Rebate Account 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.

Series 2026-2 Bonds. Pursuant to the Third Supplemental Indenture, the Trustee is authorized and directed to deposit any and all amounts required to be deposited in the Series 2026-2 Revenue Account by the Series 2026-2 Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2026-2 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Series 2026-2 Indenture and from all other moneys of the Trustee.

The Trustee shall deposit into the Series 2026-2 Revenue Account (i) Series 2026-2 Assessment Revenues other than Series 2026-2 Prepayments (which Series 2026-2 Prepayments shall be identified by the District to the Trustee as such in writing upon deposit, upon which certification the Trustee may conclusively rely, and which shall be deposited into the Series 2026-2 Prepayment Subaccount), (ii) Series 2026-2 Prepayment Interest, and (iii) any other revenues required by other provisions of the Series 2026-2 Indenture to be deposited into the Series 2026-2 Revenue Account.

On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or if such forty-fifth (45th) day is not a Business Day, on the Business Day preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2026-2 Prepayment Subaccount and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2026-2 Revenue Account for deposit into the Series 2026-2 Prepayment Subaccount an amount sufficient to increase the amount on deposit therein to the nearest integral multiple of $5,000 (provided that there are sufficient funds remaining in the Series 2026-2 Revenue Account to pay Debt Service coming due on the Series 2026-2 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2026-2 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2026-2 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2026-2 Bonds set forth in the form of Series 2026-2 Bonds attached to the Third Supplemental Indenture and the provisions of the Series 2026-2 Indenture.

On 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 first transfer from the Series 2026-2 Capitalized Interest Account to the Series 2026-2 Interest Account the lesser of (i) the amount of interest coming due on the Series 2026-2 Bonds on such May 1 or November 1, less the amount already on deposit in the Series 2026-2 Interest Account, or (ii) the amount remaining in the Series 2026-2 Capitalized Interest Account. Following the foregoing transfer, on such May 1 or 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 then transfer amounts on deposit in the Series 2026-2 Revenue Account to the Accounts designated below in the following amounts and in the following order of priority:

FIRST, to the Series 2026-2 Interest Account, the amount, if any, equal to the difference between the amount of interest payable on all Series 2026-2 Bonds then Outstanding on such May 1 or November 1, and (i) the amount transferred from the Series 2026-2 Capitalized Interest Account in accordance with the Third Supplemental Indenture, if any, and (ii) the amount already on deposit in the Series 2026-2 Interest Account not previously credited;

SECOND, on May 1, 20__ and on each May 1 thereafter, to the Series 2026-2 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2026-2 Bonds subject to mandatory sinking fund redemption on such May 1 and the amount already on deposit in the Series 2026-2 Sinking Fund Account not previously credited;

THIRD, to the Series 2026-2 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2026-2 Reserve Account Requirement with respect to the Series 2026-2 Bonds; and

FOURTH, the balance shall first be deposited into the Series 2026-2 Costs of Issuance Account to fund any deficiencies in the amount allocated to pay the costs of issuance relating to the Series 2026-2 Bonds, and then the balance shall be retained in the Series 2026-2 Revenue Account.

On any date required by the Arbitrage Certificate for the Series 2026-2 Bonds, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2026-2 Revenue Account to the Series 2026-2 Rebate Account 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.

Investments

Series 2026-1 Bonds. Anything in the Series 2026-1 Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2026-1 Bonds shall be invested only in Series 2026-1 Investment Obligations. Earnings on investments in the Series 2026-1 Acquisition and Construction Account, the Series 2026-1 Interest Account and the Series 2026-1 Capitalized Interest Account shall be retained, as realized, in such Accounts and used for the purposes of such Accounts. Earnings on investments in the Funds and Accounts other than the Series 2026-1 Reserve Account, and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2026-1 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2026-1 Reserve Account shall be disposed of as follows:

(a) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2026-1 Reserve Account as of the most recent date on which amounts on deposit in the Series 2026-1 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2026-1 Reserve Account since such date which have created a deficiency, then earnings on investments in the Series 2026-1 Reserve Account shall be deposited into the Series 2026-1 Capitalized Interest Account through November 1, 2026, and thereafter shall be deposited into the Series 2026-1 Revenue Account and used for the purpose of such Account; or

(b) if there was a deficiency (as defined in Section 509 of the Master Indenture) in the Series 2026-1 Reserve Account as of the most recent date on which amounts on deposit in the Series 2026-1 Reserve Account were valued by the Trustee, or if after such date withdrawals have been made from the Series 2026-1 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2026-1 Reserve Account shall be retained in the Series 2026-1 Reserve Account until the amount on deposit therein is equal to the Series 2026-1 Reserve Account Requirement, and then earnings on investments in the Series 2026-1 Reserve Account shall be deposited into the Series 2026-1 Capitalized Interest Account through November 1, 2026, and thereafter shall be deposited into the Series 2026-1 Revenue Account and used for the purpose of such Account.

The foregoing determination and disbursement shall be made prior to any recalculation and transfer of excess amounts on deposit in the Series 2026-1 Reserve Account made pursuant to Section 405 of the Second Supplemental Indenture. See "APPENDIX A – COPY OF MASTER INDENTURE AND PROPOSED FORMS OF SECOND SUPPLEMENTAL INDENTURE AND THIRD SUPPLEMENTAL INDENTURE" attached hereto.

Series 2026-2 Bonds. Anything in the Series 2026-2 Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2026-2 Bonds shall be invested only in Series 2026-2 Investment Obligations. Earnings on investments in the Series 2026-2 Acquisition and Construction Account, the Series 2026-2 Interest Account and the Series 2026-2 Capitalized Interest Account shall be retained, as realized, in such Accounts and used for the purposes of such Accounts. Earnings on investments in the Funds and Accounts other than the Series 2026-2 Reserve Account, and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2026-2 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2026-2 Reserve Account shall be disposed of as follows:

(a) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2026-2 Reserve Account as of the most recent date on which amounts on deposit in the Series 2026-2 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2026-2 Reserve Account since such date which have created a deficiency, then earnings on investments in the Series 2026-2 Reserve Account shall be deposited into the Series 2026-2 Capitalized Interest Account through November 1, 2026, and thereafter shall be deposited into the Series 2026-2 Revenue Account and used for the purpose of such Account; or

(b) if there was a deficiency (as defined in Section 509 of the Master Indenture) in the Series 2026-2 Reserve Account as of the most recent date on which amounts on deposit in the Series 2026-2 Reserve Account were valued by the Trustee, or if after such date withdrawals have been made from the Series 2026-2 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2026-2 Reserve Account shall be retained in the Series 2026-2 Reserve Account until the amount on deposit therein is equal to the Series 2026-2 Reserve Account Requirement, and then earnings on investments in the Series 2026-2 Reserve Account shall be deposited into the Series 2026-2 Capitalized Interest Account through November 1, 2026, and thereafter shall be deposited into the Series 2026-2 Revenue Account and used for the purpose of such Account.

The foregoing determination and disbursement shall be made prior to any recalculation and transfer of excess amounts on deposit in the Series 2026-2 Reserve Account made pursuant to Section 405 of the Third Supplemental Indenture. See "APPENDIX A – COPY OF MASTER INDENTURE AND PROPOSED FORMS OF SECOND SUPPLEMENTAL INDENTURE AND THIRD SUPPLEMENTAL INDENTURE" attached hereto.

Re-Assessments

Pursuant to the Master Indenture, if any Series 2026-1 Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or the District shall be satisfied that any such Series 2026-1 Assessment is so irregular or defective that it cannot be enforced or collected, or if the District shall have omitted to make such Series 2026-1 Assessment when it might have done so, the District shall either (a) take all necessary steps to cause a new Series 2026-1 Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement, or (b) in its sole discretion, make up the amount of such Series 2026-1 Assessment from legally available moneys, which moneys shall be deposited into the Series 2026-1 Revenue Account. In case any such subsequent Series 2026-1 Assessment shall also be annulled, the District shall obtain and make other Series 2026-1 Assessments until a valid Series 2026-1 Assessment shall be made.

Pursuant to the Master Indenture, if any Series 2026-2 Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or the District shall be satisfied that any

such Series 2026-2 Assessment is so irregular or defective that it cannot be enforced or collected, or if the District shall have omitted to make such Series 2026-2 Assessment when it might have done so, the District shall either (a) take all necessary steps to cause a new Series 2026-2 Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement, or (b) in its sole discretion, make up the amount of such Series 2026-2 Assessment from legally available moneys, which moneys shall be deposited into the Series 2026-2 Revenue Account. In case any such subsequent Series 2026-2 Assessment shall also be annulled, the District shall obtain and make other Series 2026-2 Assessments until a valid Series 2026-2 Assessment shall be made.

Prepayment of Series 2026 Assessments

Pursuant to the Series 2026-1 Assessment Proceedings and the Series 2026-2 Assessment Proceedings, an owner of property subject to the applicable Series 2026 Assessments may pay all or a portion (one time) of the principal balance of such applicable Series 2026 Assessments remaining due at any time if there is also paid an amount equal to the interest that would otherwise be due on such balance on the next succeeding Quarterly Redemption Date for the applicable Series 2026 Bonds, or, if prepaid during the forty-five (45) day period preceding such Quarterly Redemption Date, on the second succeeding Quarterly Redemption Date.

An owner of property subject to the levy of applicable Series 2026 Assessments may pay the entire balance of the Series 2026 Assessments remaining due, without interest, within thirty (30) days after the Assessment Area Two Project or the Assessment Area Three Project, as applicable, has been completed or acquired by the District, and the Board has adopted a resolution accepting the Assessment Area Two Project or the Assessment Area Three Project, as applicable, pursuant to Chapter 170.09, Florida Statutes. Pursuant to a Declaration of Consent to Jurisdiction of Sugarloaf Community Development District and to Imposition of Debt Special Assessments (Series 2026-1 Bonds), Stanley Martin, as the owner of all of the property within Assessment Area Two, will covenant to waive this right on behalf of itself and its respective successors and assigns in connection with the issuance of the Series 2026-1 Bonds. Pursuant to a Declaration of Consent to Jurisdiction of Sugarloaf Community Development District and to Imposition of Debt Special Assessments (Series 2026-2 Bonds), the Land Bank, as the owner of all of the property within Assessment Area Three, and joined by Tri Pointe, will covenant to waive this right on behalf of itself and its respective successors and assigns in connection with the issuance of the Series 2026-2 Bonds.

Any prepayment of the applicable Series 2026 Assessments will result in the extraordinary mandatory redemption of a portion of the applicable Series 2026 Bonds as indicated under "DESCRIPTION OF THE SERIES 2026 BONDS - Redemption Provisions - Extraordinary Mandatory Redemption." The prepayment of Series 2026 Assessments does not entitle the owner of the property to a discount for early payment.

Developers/Land Bank Agreements

Each of the Developers and the District will enter into a separate Acquisition Agreement in connection with the issuance of the Series 2026 Bonds, pursuant to which the District will acquire all or portions of the Assessment Area Two Project and the Assessment Area Three Project, as applicable, from the respective Developer. It is anticipated that the respective Developer will sell certain portions of the Assessment Area Two Project and the Assessment Area Three Project, as applicable, to the District prior to the issuance of the Series 2026 Bonds and the District will use a portion of the proceeds of the Series 2026 Bonds to pay the applicable Developer for such previously-sold portions of the Assessment Area Two Project and the Assessment Area Three Project, as applicable.

Each of the Developers will enter into several other agreements with the District in connection with the issuance of the Series 2026 Bonds. Specifically, Stanley Martin will enter into a Completion Agreement (Assessment Area Two Project) and Tri Pointe will enter into a Completion Agreement (Assessment Area Three Project) (collectively, the "Completion Agreements") that will obligate each Developer, respectively, to complete any portions of the Assessment Area Two Project and the Assessment Area Three Project, respectively, not funded with proceeds of the applicable Series 2026 Bonds. Notwithstanding such Completion Agreements, there is a risk that the Assessment Area Two Project and the Assessment Area Three Project will not be completed. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area Two Project and the Assessment Area Three Project" herein.

In addition, Stanley Martin will execute and deliver to the District a Collateral Assignment and Assumption of Development and Contract Rights (Assessment Area Two Project – Assessment Area Two Bonds) (the "SM Collateral Assignment Agreement") pursuant to which Stanley Martin will collaterally assign to the District, to the extent assignable and to the extent that they are solely owned or controlled by Stanley Martin, development rights relating to the Assessment Area Two Project. Notwithstanding such SM Collateral Assignment Agreement, and in the event the District forecloses on the lands subject to the Series 2026-1 Assessments as a result of a Stanley Martin's or subsequent landowners' failure to pay such assessments, there is a risk that the District will not have all permits and entitlements necessary to complete the Assessment Area Two Project or the development of the lands in Assessment Area Two sufficient to absorb the allocation of the Series 2026-1 Assessments.

Neither Tri Pointe nor the Land Bank will be executing a collateral assignment and assumption of development rights with respect to the development of Assessment Area Three. Accordingly, to the extent that an Event of Default occurs with respect to the Series 2026-2 Bonds and the Assessment Area Three lands are foreclosed upon (if the Series 2026-2 Assessments are not being collected pursuant to the Uniform Method), any landowner acquiring the Assessment Area Three lands in event of such foreclosure may not acquire all of the development entitlements necessary to complete the development of the Assessment Area Three Project to the extent such development entitlements do not run with the Assessment Area Three lands. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area Two Project and the Assessment Area Three Project" herein.

Finally, Stanley Martin will also enter into a True-Up Agreement (Assessment Area Two Project Area – Assessment Area Two Assessments) in connection with its obligations to pay true-up payments in the event that, generally stated, debt levels remaining on unplatted lands owned by Stanley Martin in Assessment Area Two increase above the maximum debt levels set forth in the Assessment Methodology. Tri Pointe and the Land Bank will not enter into a true-up agreement with respect to Assessment Area Three, as all 178 lots have been platted. See "APPENDIX D – ASSESSMENT METHODOLOGY" attached hereto for additional information regarding the "true-up mechanism."

The descriptions of the various agreements herein are all qualified by the specific terms of the agreements. All such obligations of the Developers are unsecured obligations. Stanley Martin has no obligations under the agreements among the District, Tri Pointe and/or the Land Bank and Tri Pointe and the Land Bank have no obligations under the agreements between the District and Stanley Martin.

Indenture Provisions Relating to Bankruptcy or Insolvency of Landowners

The following provisions of the Indentures 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, or tax parcels which are in the aggregate, subject to at least five percent (5%)

of the applicable Series 2026 Assessments pledged to the applicable Series of the Series 2026 Bonds then 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 following applies separately to the Series 2026-1 Bonds and the Series 2026-2 Bonds and the related applicable Series 2026 Assessments.

In the Indentures, the District acknowledges and agrees that, although the applicable Series of the Series 2026 Bonds will be issued by the District, the Beneficial Owners of such Series 2026 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 any Insolvent Taxpayer (a) the District agrees that it shall make a reasonable attempt to timely seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the then Outstanding Series 2026 Bonds, as applicable, 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 Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the related Series 2026 Assessments, the applicable Series 2026 Bonds then Outstanding or any rights of the Trustee under the Indentures (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the then Outstanding applicable Series 2026 Bonds, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following delivery to the Trustee and such Majority Owners of a written request for consent), (b) the District 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 Series 2026 Assessments relating to the then Outstanding applicable Series 2026 Bonds, the then Outstanding applicable Series 2026 Bonds or any rights of the Trustee under the applicable Indentures that are inconsistent with any written consent received (or deemed received) from the Trustee, (c) the District agrees that it shall make a reasonable attempt to timely seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the then Outstanding applicable Series 2026 Bonds, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following delivery to the Trustee and such Majority Owners of a written request for consent), (d) 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 Series 2026 Assessments relating to the then Outstanding applicable Series 2026 Bonds, 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 Series 2026 Assessments relating to the then Outstanding applicable Series 2026 Bonds, 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 (e) the District shall not challenge the validity or amount of any claim submitted in good faith by the Trustee in such Proceeding or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceeding or take any other action in such Proceeding, which is adverse to the Trustee's enforcement of the District's claim and rights with respect to the Series 2026 Assessments relating to the then Outstanding applicable Series 2026 Bonds 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 to (A) file a proof of claim with respect to the Series 2026 Assessments

pledged to the then Outstanding applicable Series 2026 Bonds, (B) deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (C) defend any objection filed to said proof of claim.

The District acknowledges and agrees that it shall not be a defense to a breach of the foregoing covenants that it has acted on advice of counsel in not complying with the foregoing covenants.

Nothing in the Indentures 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 a claim for Operation and Maintenance Assessments in such manner as it shall deem appropriate in its sole and absolute discretion; provided, however, that such claim shall not seek to reduce the amount or receipt of Series 2026 Assessments. 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 Series 2026 Assessments relating to the then Outstanding applicable Series 2026 Bonds 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 (d) above.

Events of Default and Remedies

Events of Default Defined. The Indentures provide that each of the following shall be an "Event of Default" under the Indentures, with respect to each Series of the Series 2026 Bonds (provided that an Event of Default with respect to the Series 2026-1 Bonds does not in itself constitute an Event of Default with respect to the Series 2026-2 Bonds and an Event of Default with respect to the Series 2026-2 Bonds does not in itself constitute an Event of Default with respect to the Series 2026-1 Bonds):

(a) any payment of Debt Service on such Series of the Series 2026 Bonds is not made when due;

(b) the District shall for any reason be rendered incapable of fulfilling its obligations under the applicable Indentures;

(c) the District admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of the Assessment Area Two Project and the Assessment Area Three Project, as applicable;

(d) the District is adjudged insolvent by a court of competent jurisdiction, or is adjudged bankrupt on a petition in bankruptcy filed against the District, or an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof;

(e) the District shall file a petition or answer seeking reorganization or any arrangement under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;

(f) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District's assets or any part thereof, and such custody or

control shall not be terminated within ninety (90) days from the date of assumption of such custody or control;

(g) if at any time the amount in the Series 2026-1 Reserve Account or Series 2026-2 Reserve Account is less than the Series 2026-1 Reserve Account Requirement or Series 2026-2 Reserve Account Requirement, respectively, as a result of the Trustee withdrawing an amount therefrom to pay Debt Service on the applicable Series 2026 Bonds and such amount has not been restored within thirty (30) days of such withdrawal;

(h) the District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions contained in the applicable Series 2026 Bonds or in the applicable Indentures on the part of the District to be performed (other than a default in the payment of Debt Service on the applicable Series 2026 Bonds when due, which is an Event of Default under subsection (a) above) and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the District by the Trustee or, if the Trustee is unwilling or unable to act, by Owners of not less than ten percent (10%) in aggregate principal amount of the applicable Series 2026 Bonds then Outstanding and affected by such default; and

(i) more than twenty percent (20%) of the Operation and Maintenance Assessments levied by the District on tax parcels subject to applicable Series 2026 Assessments pledged to the applicable Series 2026 Bonds are not paid by the date such are due and payable.

The District covenants and agrees in each of the Indentures that upon the occurrence and continuance of an Event of Default thereunder, it will take such actions to enforce the remedial provisions of the applicable Indentures, the provisions for the collection of Delinquent Assessments, including delinquent Direct Billed Operation and Maintenance Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, including delinquent Direct Billed Operation and Maintenance Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Owners, from time to time, of the applicable Series 2026 Bonds. Notwithstanding anything to the contrary in the Indentures, and unless otherwise directed by the Majority Owners of the applicable Series 2026 Bonds and allowed pursuant to Federal or State law, the District acknowledges and agrees that (a) upon failure of any property owner to pay an installment of Series 2026 Assessments collected directly by the District when due, that the entire Series 2026 Assessment on the tax parcel as to which such Delinquent Assessment appertains, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and the District shall promptly, but in any event within one hundred twenty (120) days, cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties with respect to such tax parcel and (b) 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.

Acceleration of Maturities of Series 2026 Bonds Under Certain Circumstances. Upon the happening and continuance of any Event of Default above with respect to the applicable Series 2026 Bonds, the Trustee shall, upon written direction of the Majority Owners of the applicable Series 2026 Bonds then Outstanding, by a notice in writing to the District, declare the aggregate principal amount of all of the applicable Series 2026 Bonds then Outstanding (if not then due and payable) to be due and payable immediately and, upon such declaration, the same shall become and be immediately due and payable, anything contained in the applicable Series 2026 Bonds or in the applicable Indentures authorizing such Series 2026 Bonds to the contrary notwithstanding; provided, however, that no such declaration of acceleration shall occur in the case of the applicable Series 2026 Bonds secured by the applicable Series 2026 Assessments, except to the extent that the applicable Series 2026 Assessments have been accelerated

and are currently due and payable in accordance with applicable law; and provided further, however, that if at any time after the aggregate principal amount of the applicable Series 2026 Bonds then Outstanding shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the applicable Indentures, moneys shall have accumulated in the Series 2026-1 Revenue Account or the Series 2026-2 Revenue Account, as applicable, sufficient to pay the principal of all matured applicable Series 2026 Bonds then Outstanding and all arrears of interest, if any, upon all applicable Series 2026 Bonds then Outstanding (except the aggregate principal amount of any of the applicable Series 2026 Bonds then Outstanding that is only due because of a declaration under the provisions of the applicable Indentures, and except for the interest accrued on the applicable Series 2026 Bonds since the last Interest Payment Date), and all amounts then payable by the District under the applicable Indentures shall have been paid or a sum sufficient to pay the same shall have been deposited with the Paying Agent, and every other default (other than a default in the payment of the aggregate principal amount of the applicable Series 2026 Bonds then Outstanding that is due only because of a declaration under the provisions of the applicable Indentures) shall have been remedied, then the Trustee or, if the Trustee is unable or unwilling to act, the Majority Owners of such applicable Series 2026 Bonds then Outstanding not then due except by virtue of a declaration under the provisions of the applicable Indentures, may, by written notice to the District, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

Pro Rata Application of Funds Among Owners of Series 2026 Bonds. Anything in the Master Indenture to the contrary notwithstanding, if at any time the moneys in the applicable Series 2026 Funds and Accounts shall not be sufficient to pay Debt Service on the applicable Series 2026 Bonds when due, such moneys together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in Article IX of the Master Indenture or otherwise, shall be applied as follows:

(a) Unless the aggregate principal amount of all the applicable Series 2026 Bonds shall have become due and payable or shall have been declared due and payable pursuant to the provisions of the Indentures, all such moneys shall be applied:

FIRST: to the payment of any then-due fees and expenses of the Trustee, including reasonable counsel fees and expenses, to the extent not otherwise paid;

SECOND: to payment to the persons entitled thereto of all installments of interest then due and payable on the applicable Series 2026 Bonds, in the order in which such installments become due and payable 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 discrimination or preference except as to any difference in the rates of interest specified in the applicable Series 2026 Bonds.

THIRD: to the payment to the persons entitled thereto of the unpaid principal of any of the applicable Series 2026 Bonds which shall have become due (other than applicable Series 2026 Bonds called for redemption for the payment of which sufficient moneys are held pursuant to the Master Indenture), in the order of their due dates, with interest upon the applicable Series 2026 Bonds at the rates specified therein from the dates upon which they become due to their payment date, and, if the amount available shall not be sufficient to pay in full the principal of applicable Series 2026 Bonds due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according

to the amount of such principal due on such date, to the Owners of the applicable Series 2026 Bonds entitled thereto without any discrimination or preference except as to any difference in the foregoing rates of interest.

(b) If the aggregate principal amount of all the applicable Series 2026 Bonds shall have become due and payable in accordance with their terms or shall have been declared due and payable pursuant to the provisions of the applicable Indentures, all such moneys shall be applied first to the payment of any fees and expenses of the Trustee, including reasonable counsel fees and expenses, to the extent not otherwise paid, and then the payment of the whole amount of principal and interest then due and unpaid upon the applicable Series 2026 Bonds, without preference or priority of principal or of interest or of any installment of interest over any other, or of any applicable Series 2026 Bond over any other applicable Series 2026 Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the applicable Series 2026 Bonds.

(c) If the principal of all the applicable Series 2026 Bonds shall have been declared due and payable pursuant to the provisions of the Indentures, and if such declaration shall thereafter have been rescinded and annulled pursuant to the provisions of the Indentures, then, if the aggregate principal amount of all of the applicable Series 2026 Bonds shall later become due or be declared due and payable pursuant to the provisions of the Indentures, the moneys remaining in and thereafter accruing to the Series 2026-1 Revenue Account or Series 2026-2 Revenue Account, as applicable, shall be applied in accordance with subsection (b) above.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The primary source of payment for the Series 2026-1 Bonds is the Series 2026-1 Assessments imposed on assessable lands within Assessment Area Two specially benefited by the Assessment Area Two Project pursuant to the Series 2026-1 Assessment Proceedings. The primary source of payment for the Series 2026-2 Bonds is the Series 2026-2 Assessments imposed on assessable lands within Assessment Area Three specially benefited by the Assessment Area Three Project pursuant to the Series 2026-2 Assessment Proceedings. See "ASSESSMENT METHODOLOGY" herein and "APPENDIX D – ASSESSMENT METHODOLOGY" attached hereto.

The imposition, levy, and collection of Series 2026 Assessments must be done in compliance with procedural requirements and guidelines provided by State law. Failure by the District, the Lake County Tax Collector (the "Tax Collector") or the Lake 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, Series 2026 Assessments during any year. Such delays in the collection of the applicable Series 2026 Assessments, or complete inability to collect any of the applicable Series 2026 Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of Debt Service on such Series 2026 Bonds to which such Series 2026 Assessments relate. See "BONDOWNERS' RISKS" herein. To the extent that landowners fail to pay the Series 2026 Assessments or delay payments with respect to Assessment Area Two or Assessment Area Three, as applicable, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the applicable Series 2026 Bonds to which such Series 2026 Assessments relate.

For the Series 2026 Assessments to be valid, the Series 2026 Assessments must meet two requirements: (1) the benefit from (a) the Assessment Area Two Project to the lands subject to the Series

2026-1 Assessments must exceed or equal the amount of the Series 2026-1 Assessments and (b) the Assessment Area Three Project to the lands subject to the Series 2026-2 Assessments must exceed or equal the amount of the Series 2026-2 Assessments, and (2) the Series 2026-1 Assessments or, as applicable, the Series 2026-2 Assessments must be fairly and reasonably allocated across all such benefitted properties. At closing, the Assessment Consultant will certify that these requirements have been met with respect to the applicable Series 2026 Assessments.

Pursuant to the Act, and the Series 2026-1 Assessment Proceedings and the Series 2026-2 Assessment Proceedings, the District may collect the Series 2026 Assessments through a variety of methods. See "BONDOWNERS' RISKS." Initially, and for undeveloped properties owned by Stanley Martin, the Land Bank and subsequent landowners, the District will directly issue annual bills to landowners requiring payment of the applicable Series 2026 Assessments, and will enforce that bill through foreclosure proceedings. See "ASSESSMENT METHODOLOGY" herein and "APPENDIX D – ASSESSMENT METHODOLOGY" attached hereto. As lands are developed, the Series 2026 Assessments will be added to the County tax roll and collected pursuant to the Uniform Method. The following is a description of certain statutory provisions relating to each of these collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes.

Direct Billing & Foreclosure Procedure

As noted above, and pursuant to Chapters 170 and 190 of the Florida Statutes, the District may directly levy, collect and enforce the Series 2026 Assessments. In this context, section 170.10 of the Florida Statutes provides that upon the failure of any property owner to timely pay all or any part of the annual installment of principal and/or interest of a special assessment due, including the Series 2026 Assessments, the whole assessment, with the interest and penalties thereon, shall immediately become due and payable and subject to foreclosure. Generally stated, the governing body of the entity levying the special assessment, in this case the District, may foreclose by commencing a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or, alternatively, by commencing an action under Chapter 173, Florida Statutes, which relates to foreclosure of municipal tax and special assessment liens. Such proceedings are in rem, meaning that the action would be brought against the land, and not against the landowner. 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 the Series 2026 Assessments and the ability to foreclose the lien of such Series 2026 Assessments upon the failure to pay such Series 2026 Assessments may not be readily available or may be limited because enforcement is dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay the Series 2026 Assessments. See "BONDOWNERS' RISKS."

Uniform Method Procedure

Subject to certain conditions, and for developed lands (as described above), the District may alternatively elect to collect the Series 2026 Assessments using the Uniform Method. 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 Series 2026 Assessments to be levied and then collected in this manner.

If the Uniform Method of collection is used, the Series 2026 Assessments will be collected together with City, County, school, special district, and other ad valorem taxes and non-ad valorem assessments (together, "Taxes and 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 Taxes and 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 Series 2026 Assessments – are to be billed, and landowners in the District are required to pay, all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the Series 2026 Assessments.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as 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. Therefore, in the event the Series 2026 Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the Series 2026 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 Debt Service on the Series 2026 Bonds.

Under the Uniform Method, if the Series 2026 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 Taxes and 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 Series 2026 Bonds that (1) the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Series 2026 Assessments, (2) future landowners and taxpayers in the District will pay such Series 2026 Assessments, (3) a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (4) 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 Series 2026 Assessment Proceedings to discharge the lien of the Series 2026 Assessments and all other liens that are coequal therewith.

Collection of delinquent Series 2026 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 Series 2026 Assessments due. Prior to the sale of tax certificates, the landowner may bring current the delinquent Taxes and Assessments and cancel the tax certificate process by paying the total amount of delinquent Taxes and Assessments plus all applicable interest, costs, and charges. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates by public bid to the person who pays the delinquent Taxes and Assessments owing, and any applicable interest, costs, and charges, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%).

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,

which is currently 18%. The Tax Collector does not collect any money if tax certificates are issued, or struck off, to the County. The County may sell such certificates to the public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than 18% per annum, costs, and charges. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Series 2026 Assessments), interest, costs and charges on the real property described in the certificate.

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 (unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees), at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and charges 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 above.

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 other outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due (as well as any costs of resale, if applicable). 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 or as soon thereafter as is reasonable. 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 all other costs to the applicant 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. The holder is also responsible for payment of any amounts included in the bid not already paid, including but not limited to, documentary stamp tax, recording fees, and, if property is homestead property, the moneys to cover the one-half value of the homestead. 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, together with all subsequent unpaid taxes plus the costs and expenses of the application for deed, with interest on the total of such sums, 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. If the property is

purchased for an amount in excess of the statutory bid of the certificate holder, but such excess is not sufficient to pay all governmental liens of record, the excess shall be paid to each governmental unit pro rata.

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 clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the County Commission that the property is available. At any time within ninety (90) days from the date the property is placed on the list, the County may purchase the land for the opening bid, or may waive its rights to purchase the property. Thereafter, and without further notice or advertising, any person, the County or any other 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 the property was offered for sale, unsold lands escheat to the County in which they are located, free and clear, 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.

There can be no guarantee that the Uniform Method will result in the payment of Series 2026 Assessments. For example, the demand for tax 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 applicable Series 2026 Assessments, which are the primary source of payment of the applicable Series 2026 Bonds to which such Series 2026 Assessments relate. Additionally, 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. See "BONDOWNERS' RISKS" herein.

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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 under other headings of this Limited Offering Memorandum. Certain additional risks are associated with the Series 2026 Bonds offered hereby and are set forth below. Prospective investors in the Series 2026 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 Series 2026 Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment. The information under this heading does not purport to summarize all risks that may be associated with purchasing or owning the Series 2026 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 Series 2026 Bonds. None of the revenues derived by the District from the levy and collection of the Series 2026-1 Assessments are available to pay Debt Service or other amounts due with respect to the Series 2026-2 Bonds and none of the revenues derived by the District from the levy and collection of the Series 2026-2 Assessments are available to pay Debt Service or other amounts due with respect to the Series 2026-1 Bonds.

Concentration of Land Ownership

As of the date hereof, Stanley Martin, the Land Bank and Tri Pointe own all of the lands within Assessment Area Two and Assessment Area Three, respectively, which are the lands that will initially be subject to the Series 2026 Assessments securing the Series 2026 Bonds. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS" herein. Payment of the Series 2026-1 Assessments is primarily dependent upon their timely payment by Stanley Martin and subsequent landowners in Assessment Area Two. Payment of the Series 2026-2 Assessments is primarily dependent upon their timely payment by the Land Bank, Tri Pointe and subsequent landowners in Assessment Area Three. See "THE LAND BANK AND THE DEVELOPERS" herein.

Bankruptcy and Related Risks

In the event of the institution of bankruptcy or similar proceedings with respect to Stanley Martin or any other subsequent owner of benefited property in Assessment Area Two or the Land Bank or any other owner of benefited property in Assessment Area Three, delays could occur in the payment of Debt Service on the applicable Series 2026 Bonds as such bankruptcy could negatively impact the ability of: (i) Stanley Martin and any other subsequent landowner in Assessment Area Two being able to pay the Series 2026-1 Assessments; (ii) the Land Bank and any other landowner in Assessment Area Three being able to pay the Series 2026-2 Assessments; (iii) the Tax Collector to sell tax certificates in relation to such property with respect to the applicable Series 2026 Assessments being collected pursuant to the Uniform Method; and (iv) the District to foreclose the lien of the applicable Series 2026 Assessments not being collected pursuant to the Uniform Method. The Uniform Method will not be used with respect to any assessable lands which are still owned by the Land Bank, the Developers or an entity affiliated with the Land Bank or the Developers until such time as lots are platted unless the Majority Owners of the applicable Series 2026 Bonds Outstanding direct the District to use the Uniform Method upon the occurrence and continuance of an Event of Default in accordance with the applicable Indentures. In addition, the remedies available to the Owners of the Series 2026 Bonds under the Indentures 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 Indentures and the Series 2026 Bonds, including, without limitation, enforcement of the obligation to pay Series 2026 Assessments and the ability of the District to foreclose the lien of the Series 2026 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 Series 2026 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 Series 2026 Bonds could have a material adverse impact on the interest of the Owners thereof.

Series 2026 Assessments are Non-Recourse

The principal security for the payment of the principal and interest on the Series 2026-1 Bonds and the Series 2026-2 Bonds is the timely collection of the Series 2026-1 Assessments and the Series 2026-2 Assessments, respectively. The Series 2026 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 will be able to pay the Series 2026 Assessments or that they will pay such Series 2026 Assessments even though financially able to do so. Beyond legal delays that could result from bankruptcy or other legal proceedings contesting an ad valorem tax or non-ad valorem assessment, the ability of the Tax Collector to sell tax certificates in regard to delinquent Series 2026 Assessments collected pursuant to the Uniform Method will be dependent upon various factors, including the interest rate which can be earned by ownership of such certificates and the value of the land which is the subject of such certificates and which may be subject to sale at the demand of the certificate holder after two years. The assessment of the benefits to be received by the benefited land within Assessment Area Two and Assessment Area Three, as applicable, as a result of implementation and development of the Assessment Area Two Project and the Assessment Area Three Project, respectively, is not indicative of the realizable or market value of the land, which value may actually be higher or lower than the assessment of benefits. To the extent that the realizable or market value of the land benefited by the Assessment Area Two Project and the Assessment Area Three Project, as applicable, is lower than the assessment of benefits, the ability of the Tax Collector to sell tax certificates relating to such land or the ability of the District to realize sufficient value from a foreclosure action to pay Debt Service on the applicable Series 2026 Bonds may be adversely affected. Such adverse effect could render the District unable to collect delinquent Series 2026 Assessments 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 applicable Series 2026 Bonds.

Neither Stanley Martin nor any other subsequent landowner in Assessment Area Two and neither the Land Bank nor any other subsequent landowner in Assessment Area Three, including Tri Pointe assuming it takes down lots pursuant to the Option Agreement, has any personal obligation to pay the applicable Series 2026 Assessments. As described in the paragraph above, the Series 2026 Assessments are an imposition against the land only. Neither Stanley Martin, the Land Bank nor any other subsequent landowner is a guarantor of payment of any applicable Series 2026 Assessments and the recourse for the failure of Stanley Martin, the Land Bank or any other landowner, including Tri Pointe, to pay the applicable Series 2026 Assessments levied on the lands owned by it is limited to the collection proceedings against the land as described herein.

Regulatory and Environmental Risks; Changes in Development Plans

The development of the Assessment Area Two Project and the Assessment Area Three Project 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 – Zoning and Permitting," and "– Environmental" herein for more information. Moreover, Stanley Martin and Tri Pointe have the right to modify or change their plan for development of Assessment Area Two and Assessment Area Three, respectively, from time to time, including, without limitation, not fully exercising Tri Pointe's option to acquire lots within Assessment Area Three pursuant to the Option Agreement, 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.

The value of the land within the District, the success of the development of Assessment Area Two and Assessment Area Three and the likelihood of timely payment of principal and interest on the applicable Series 2026 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 the District, which could materially and adversely affect the success of the development of the lands within the Development and the likelihood of the timely payment of the applicable Series 2026 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. Except as described under "THE DEVELOPMENT – Environmental", Stanley Martin is not aware of any condition which currently requires, or is reasonably expected to require in the foreseeable future, investigation or remediation under any applicable Federal, State or local governmental laws or regulations relating to the environment. To the best of Tri Pointe's knowledge and in reliance on the Assessment Area Three ESA (hereinafter defined), Tri Pointe is not aware of any condition related to Assessment Area Three which currently requires, or is reasonably expected to require in the foreseeable future, investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment. See "THE DEVELOPMENT – Environmental" for more information on the Developers' environmental site assessments. Nevertheless, it is possible that hazardous environmental conditions could exist within the District and that such conditions could have a material and adverse impact upon the value of the benefited lands within the District and 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 of Assessment Area Two and Assessment Area Three.

Catastrophic Event Risks

The value of the lands subject to the Series 2026 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. Changing weather patterns have increased the likelihood of flooding within the County. The occurrence of any such events could materially adversely impact the District's ability to pay principal and interest on the Series 2026 Bonds. The Series 2026 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 sale of the residential units, once such homes are built within Assessment Area Two and Assessment Area Three may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of Stanley Martin, with respect

to Assessment Area Two, and Tri Pointe and the Land Bank, with respect to Assessment Area Three. See "BONDOWNERS' RISKS – Pandemics and Other Public Health Emergencies" herein.

Other Taxes and Assessments

The willingness and/or ability of an owner of benefited land to pay the applicable Series 2026 Assessments levied thereon could be affected by the existence of other taxes and assessments imposed upon such property by the District, the City, the County or any other local special purpose or general purpose governmental entities. City, 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 Series 2026 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 Series 2026 Assessments. In addition, lands within the District may also be subject to assessments by property and home owner associations.

Under Florida law, a landowner may contest the assessed valuation determined for its property which 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 Series 2026 Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to the Series 2026 Assessment even though the landowner is not contesting the amount of the Series 2026 Assessment. However, Section 194.014, Florida Statutes, requires taxpayers challenging the assessed value of their property to pay all non-ad valorem taxes 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. In the event a taxpayer fails to pay their property taxes by April 1, the Value Adjustment Board is required to deny their petition by written decision by April 20 of such year.

Limited Secondary Market for Series 2026 Bonds

The Series 2026 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2026 Bonds in the event an Owner thereof determines to solicit purchasers of the Series 2026 Bonds. The Series 2026 Bonds are being sold pursuant to exemptions from registration under applicable securities laws. No secondary market may develop and an owner may not be able to resell the Series 2026 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2026 Bonds may be sold. Such price may be lower than that paid by the current Owners of the Series 2026 Bonds, depending on the progress of development of the Development and the lands within the District, existing real estate and financial market conditions and other factors. See "BONDOWNERS' RISKS – Prepayment and Redemption Risk" below.

Inadequacy of Series 2026 Reserve Accounts

In addition to legal delays that could result from bankruptcy or legal proceedings contesting an ad valorem tax or non-ad valorem assessment, the ability of the District to enforce collection of delinquent Series 2026 Assessments will be dependent upon various factors, including the delay inherent in any judicial proceeding to enforce the lien of the Series 2026 Assessments and the value of the land which is the subject of such proceedings and which may be subject to sale. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS – Indenture Provisions Relating to Bankruptcy or

Insolvency of Landowners" herein. If the District has difficulty in collecting the Series 2026-1 Assessments, the Series 2026-1 Reserve Account could be rapidly depleted and the ability of the District to pay Debt Service on the Series 2026-1 Bonds would be materially adversely affected. If the District has difficulty in collecting the Series 2026-2 Assessments, the Series 2026-2 Reserve Account could be rapidly depleted and the ability of the District to pay Debt Service on the Series 2026-2 Bonds would be materially adversely affected. In addition, during an Event of Default under the applicable Indentures, the Trustee may withdraw moneys from the applicable Series 2026 Reserve Account and such other Funds, Accounts and subaccounts created under the applicable Indentures to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact the applicable Series 2026 Reserve Account is accessed for such 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 related Series 2026 Assessments in order to provide for the replenishment of the applicable Series 2026 Reserve Account.

Legal Delays

If the District should commence a foreclosure action against a landowner for nonpayment of Series 2026 Assessments if the Series 2026 Assessments are not being collected pursuant to the Uniform Method, such landowners may raise affirmative defenses to such foreclosure action, which although such affirmative defenses would likely be proven to be without merit, could result in delays in completing the foreclosure action. In addition, the District is required under the Indentures 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 applicable Series 2026 Bondholders to allow funds on deposit under the applicable Indentures to be used to pay the costs of the foreclosure action. Under the Code (as defined herein), there are limitations on the amounts of Series 2026 Bond proceeds 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 required 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 believed that these proposed regulations should be withdrawn in their entirety." On October 20, 2017 a notice of withdrawal was published in the Federal Register. Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant legal issues.

It has been reported that the IRS has closed audits of other community development districts in the State with no change to such districts' bonds' tax-exempt status, but has advised such districts that they must have qualified electors within the timeframe established by 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 District has been established for six years and there are 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 resident landowners unaffiliated with the Developers. Currently, all members of the Board of the District were elected by Lennar and Richland and none were elected by qualified electors or resident landowners. Further, there can be no assurance that an audit by the IRS of the Series 2026 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 Series 2026 Bonds are advised that, if the IRS does audit the Series 2026 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 Series 2026 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 Series 2026 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 Series 2026 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 Series 2026 Bonds would adversely affect the availability of any secondary market for the Series 2026 Bonds. Should interest on the Series 2026 Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2026 Bonds be required to pay income taxes on the interest received on such Series 2026 Bonds and related penalties, but because the interest rate on such Series 2026 Bonds will not be adequate to compensate Owners of the Series 2026 Bonds for the income taxes due on such interest, the value of the Series 2026 Bonds may decline.

THE INDENTURES DO NOT PROVIDE FOR ANY ADJUSTMENT IN THE INTEREST RATES ON THE SERIES 2026 BONDS IN THE EVENT OF AN ADVERSE DETERMINATION BY THE IRS WITH RESPECT TO THE TAX-EXEMPT STATUS OF INTEREST ON THE SERIES 2026 BONDS. PROSPECTIVE PURCHASERS OF THE SERIES 2026 BONDS SHOULD EVALUATE WHETHER THEY CAN OWN THE SERIES 2026 BONDS IN THE EVENT THAT THE INTEREST ON THE SERIES 2026 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

In addition to a possible determination by the IRS that the District is not a political subdivision for purposes of the Code, and regardless of the IRS determination, it is possible that Federal or State regulatory authorities could also determine that the District is not a political subdivision for purposes of the Federal and State securities laws. Accordingly, the District and purchasers of Series 2026 Bonds may not be able to rely on the exemption from registration under the Securities Act of 1933, as amended (the "Securities Act"), relating to securities issued by political subdivisions. In that event the Owners of the Series 2026 Bonds would need to ensure that subsequent transfers of the Series 2026 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act.

Federal Tax Reform

Various proposals are mentioned from time to time by members of the 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 changing 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 Series 2026 Bonds, by eliminating or changing the tax-exempt status of interest on certain of such bonds. Whether any of 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 Series 2026 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 Series 2026 Bonds. See also "TAX MATTERS" herein.

Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area Two Project and the Assessment Area Three Project

There can be no assurance, in the event the District does not have sufficient moneys on hand to complete the Assessment Area Two Project and the Assessment Area Three Project, that the District will be able to raise through the issuance of bonds, or otherwise, the moneys necessary to complete the Assessment Area Two Project and the Assessment Area Three Project. Further, the Second Supplemental Indenture provides that, other than Refunding Bonds issued to refund the then Outstanding Series 2026-1 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2026-1 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2026-1 Trust Estate. The District further covenants and agrees that so long as the Series 2026-1 Assessments have not been Substantially Absorbed, it will not issue Bonds or other debt obligations secured by Assessments on any lands subject to the Series 2026-1 Assessments without the written consent of the Majority Owners of the Outstanding Series 2026-1 Bonds. Additionally, the Third Supplemental Indenture provides that, other than Refunding Bonds issued to refund the then Outstanding Series 2026-2 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2026-2 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2026-2

Trust Estate. The District further covenants and agrees that so long as the Series 2026-2 Assessments have not been Substantially Absorbed, it will not issue Bonds or other debt obligations secured by Assessments on any lands subject to the Series 2026-2 Assessments without the written consent of the Majority Owners of the Outstanding Series 2026-2 Bonds. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS – Additional Obligations" for more information. Stanley Martin and Tri Pointe each will enter into a separate Completion Agreement with respect to any unfinished portions of the Assessment Area Two Project and the Assessment Area Three Project, respectively, not funded with the proceeds of the applicable Series 2026 Bonds. Stanley Martin will execute and deliver the SM Collateral Assignment Agreement pursuant to which it will collaterally assign to the District, to the extent assignable and to the extent that they are solely owned or controlled by Stanley Martin, development rights relating to the Assessment Area Two Project. Neither Tri Pointe nor the Land Bank will be executing a collateral assignment and assumption of development rights with respect to the development of Assessment Area Three. Accordingly, to the extent that an Event of Default occurs with respect to the Series 2026-2 Bonds and the Assessment Area Three lands are foreclosed upon (if the Series 2026-2 Assessments are not being collected pursuant to the Uniform Method), any landowner acquiring the Assessment Area Three lands in event of such foreclosure may not acquire all of the development entitlements necessary to complete the development of the Assessment Area Three Project to the extent such development entitlements do not run with the Assessment Area Three lands. All such obligations of Stanley Martin, the Land Bank and Tri Pointe are unsecured obligations. Stanley Martin has no obligations under the agreements among the District, the Land Bank and/or Tri Pointe and the Land Bank and Tri Pointe have no obligations under the agreements between the District and Stanley Martin. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS – Developers/Land Bank Agreements," "THE ASSESSMENT AREA TWO PROJECT AND THE ASSESSMENT AREA THREE PROJECT" and "THE DEVELOPMENT" herein for more information.

State Tax Reform

It is impossible to predict what new proposals may be presented regarding ad valorem 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 future legislation will or may have on the security for the Series 2026 Bonds. It should be noted that Section 190.016(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."

Payment of Series 2026 Assessments after Bank Foreclosure

In the event a bank forecloses on property within the District because of a default on a mortgage on such property in favor of such bank 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 Series 2026 Assessments levied on such property. In addition, the District would require the consent of the FDIC prior to commencing a foreclosure action.

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 Series 2026 Bonds.

Pandemics and Other Public Health Emergencies

The COVID-19 pandemic severely impacted global financial markets, unemployment levels and commerce generally. It is possible that, in the future, the spread of epidemic or pandemic diseases and/or government health and public safety restrictions imposed in response thereto could adversely impact the District, the Developers, the Land Bank, the timely and successful completion of the Development and the construction and sale to purchasers of residential units therein. Such impacts could include delays in obtaining development approvals, construction delays, supply chain delays, or increased costs. See also "– Economic Conditions and Changes in Development Plans" and "– Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area Two Project and the Assessment Area Three Project" herein.

Prepayment and Redemption Risk

In addition to being subject to optional and mandatory sinking fund redemptions, the applicable Series 2026 Bonds are subject to extraordinary mandatory redemption as a result of prepayments of the related Series 2026 Assessments by owners of the property within Assessment Area Two and Assessment Area Three, as applicable, or, with respect to the Series 2026-1 Bonds from excess moneys in the Series 2026-1 Acquisition and Construction Account after the completion of the Assessment Area Two Project and with respect to the Series 2026-2 Bonds, from excess moneys in the Series 2026-2 Acquisition and Construction Account after completion of the Assessment Area Three Project. Any such redemptions of the Series 2026 Bonds would be at the principal amount of such Series 2026 Bonds being redeemed plus accrued interest to the date of redemption. In such event, Owners of the applicable Series 2026 Bonds may not realize their anticipated rate of return on the Series 2026 Bonds owned by them and the initial Owners of any Premium Bonds (as defined herein) would receive less than the price they paid for the applicable Series 2026 Bonds owned by them. See "DESCRIPTION OF THE SERIES 2026 BONDS – Redemption Provisions" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS – Prepayment of Series 2026 Assessments" herein for more information.

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ESTIMATED SOURCES AND USES OF FUNDS

The table that follows summarizes the estimated sources and uses of proceeds of the Series 2026 Bonds:

Source of Funds	Series 2026-1 Bonds	Series 2026-2 Bonds	Total
Par Amount of Series 2026 Bonds	$	$	$
[Plus][Less][Net] Original Issue [Premium][Discount]			
Total Sources	$	$	$
Use of Funds			
Deposit to Series 2026-1 Acquisition and Construction Account	$	$	$
Deposit to Series 2026-2 Acquisition and Construction Account			
Deposit to Series 2026-1 Capitalized Interest Account[(1)]			
Deposit to Series 2026-2 Capitalized Interest Account[(2)]			
Deposit to Series 2026-1 Reserve Account			
Deposit to Series 2026-2 Reserve Account			
Series 2026-1 Costs of Issuance, including Underwriter's Discount[(3)]			
Series 2026-2 Costs of Issuance, including Underwriter's Discount[(4)]			
Total Uses	$	$	$

_____

(1) To be applied to pay capitalized interest on the Series 2026-1 Bonds through at least November 1, 2026.
(2) To be applied to pay capitalized interest on the Series 2026-2 Bonds through at least November 1, 2026.
(3) Costs of issuance include, without limitation, legal fees and other costs associated with the issuance of the Series 2026-1 Bonds.
(4) Costs of issuance include, without limitation, legal fees and other costs associated with the issuance of the Series 2026-2 Bonds.

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DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled debt service on the Series 2026-1 Bonds and Series 2026-2 Bonds:

	Series 2026-1 Bonds		**Series 2026-2 Bonds**	
Period Ending November 1	Principal (Amortization)	Interest	Principal (Amortization)	Interest
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2044				
2045				
2046				
2047				
2048				
2049				
2050				
2051				
2052				
2053				
2054				
2055				
2056				
2057[(1)/(2)]	_____	_____	_____	_____
TOTALS	$_____	$_____	$_____	$_____

[(1)] The Series 2026-1 Bonds mature on May 1, 20__.
[(2)] The Series 2026-2 Bonds mature on May 1, 20__.

THE DISTRICT

General Information

The District was established under the provisions of the Act and created by Ordinance No. 2022-20 enacted by the City Council on September 20, 2022, as amended by Ordinance No. 2024-28 enacted by the City Council on October 1, 2024, whereby the boundaries of the District were expanded, and Ordinance No. 2025-03 enacted by the City Council on February 18, 2025, whereby the boundaries of the District were further expanded, pursuant to the provisions of the Act. The boundaries of the District currently include approximately 1,016.756+/- gross acres of land (the "District Lands") located entirely within the City of Minneola, Florida within the County. The District currently is in the process of further expanding the boundaries of the District by approximately 241.237+/- gross acres.

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. 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 waste-water 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.

As a special district, the District has only those powers specifically delegated to it by the Act and the Ordinance, or necessarily implied from powers specifically delegated to it. 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 owner of Bonds of the District to pursue any remedy for enforcement of any lien or pledge of the District in connection with its bonds, including the Series 2026 Bonds.

Board of Supervisors

The governing body of the District is its Board of Supervisors (the "Board"), which is composed of five Supervisors (the "Supervisors"). The Act provides that, at the initial meeting of the landowners, Supervisors must be elected by the landowners with the two Supervisors receiving the highest number of votes to serve for four years and the remaining Supervisors to serve for a two-year term. Three of the five Supervisors are elected to the Board every two years in November. At such election the two Supervisors receiving the highest number of votes are elected to four-year terms and the remaining Supervisor is elected to a two-year term. Until the later of six (6) years after the initial appointment of Supervisors or the year in which there are at least 250 qualified electors in the District, or such earlier time as the Board may decide to exercise its ad valorem taxing power, the Supervisors are elected by vote of the landowners of the District. Ownership of the land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number and, for purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre and shall not be aggregated for determining the number of voting units held). Upon the later of six (6) years after the initial appointment of Supervisors or the year in which there are at least 250 qualified electors in the District, the Supervisors whose terms are expiring will be elected (as their terms expire) by qualified electors of the District, except as described below. 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, both to four-year terms. Thereafter, as terms expire, all Supervisors must be qualified electors and are elected to serve four-year terms. If there is a vacancy on the Board, whether as a result of the resignation or removal of a Supervisor or because no elector qualifies for a seat to be filled in an election, the remaining Board members are to fill such vacancy for the unexpired term.

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 qualified electors and 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.

There is currently one vacancy on the Board. The current members of the Board and the expiration of the term of each member are set forth below:

Name	Title	Term Expires
Matthew Young*	Chairperson	November 2026
Matt Cuarta*	Vice-Chairperson	November 2028
James Dunn*	Assistant Secretary	November 2028
Patrick "Rob" Bonin**	Assistant Secretary	November 2026

* Employee of, or affiliated with, Richland Developers – Florida, Inc., a Florida corporation ("Richland").
** Employee of, or affiliated with, Lennar Homes, LLC, a Florida limited liability company ("Lennar").

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 Board 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 (as hereinafter defined). 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 Wrathell, Hunt & Associates, LLC, to serve as its district manager ("District Manager"). The District Manager's office is located at 2300 Glades Road, Suite #410W, Boca Raton, Florida.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, as Bond Counsel; Pape-Dawson Consulting Engineers, LLC, Orlando, Florida, as District Engineer; and Kutak Rock LLP, Tallahassee, Florida, as District Counsel. The Board has also retained the District Manager to serve as Methodology Consultant and to prepare the Assessment Methodology and to serve as dissemination agent for the Series 2026 Bonds.

Prior Indebtedness

The District previously issued its $11,055,000 Sugarloaf Community Development District Capital Improvement Revenue Bonds, Series 2026 (Assessment Area One) (the "Assessment Area One Bonds"), currently outstanding in the aggregate principal amount of $11,055,000, issued to finance certain improvements associated with Assessment Area One (the "Assessment Area One Project").

The Assessment Area One Bonds are secured by Assessments levied on the assessable lands within Assessment Area One (the "Assessment Area One Assessments"). The Series 2026 Pledged Revenues are not pledged to the payment of the principal of and interest on the Assessment Area One Bonds, and the Assessment Area One Assessments securing the Assessment Area One Bonds are not pledged to the payment of the principal of and interest on the Series 2026 Bonds. After the issuance of the Series 2026-1 Bonds, the Series 2026-1 Assessments will be the only debt assessments levied on the lands within Assessment Area Two. After the issuance of the Series 2026-2 Bonds, the Series 2026-2 Assessments will be the only debt assessments levied on the lands within Assessment Area Three. The Assessment Area One Assessments are the only debt assessments levied on the lands within Assessment Area One.

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THE ASSESSMENT AREA TWO PROJECT AND THE ASSESSMENT AREA THREE PROJECT

Pape-Dawson Consulting Engineers, LLC (formerly Poulos & Bennett, LLC) (the "District Engineer") prepared a report entitled Master Engineer's Report dated September 2024 (the "Master Engineer's Report"), as supplemented by the Supplemental Engineer's Report Assessment Area Two & Assessment Area Three dated May 2026 (the "Supplemental Engineer's Report" and, together with the Master Engineer's Report, the "Engineer's Report"), as may be further amended and supplemented from time to time. The Engineer's Report sets forth certain public infrastructure improvements, including the costs thereof, for the development of the 2,555 residential lots planned for the Development after expansion of the District boundaries (the "Capital Improvement Plan"). The District Engineer, in the Master Engineer's Report, estimates the total cost to complete the Capital Improvement Plan to be approximately $90,698,866.81.

Land development associated with the Development will occur in phases. The first phase of land development consists of approximately 199.951+/- gross acres of land within the District planned to contain 486 single-family residential units ("Assessment Area One"). The second phase of land development consists of approximately 54.717+/- gross acres of land within the District ("Assessment Area Two") planned to contain 205 single-family residential units to be constructed and marketed by Stanley Martin Homes, LLC, a Delaware limited liability company ("Stanley Martin"). The third phase of land development consists of approximately 54.21+/- gross acres of land within the District ("Assessment Area Three") planned to contain 178 single-family residential units to be constructed and marketed by Tri Pointe Homes Holdings, Inc., a Delaware corporation ("Tri Pointe" and, together with Stanley Martin, the "Developers").

The portion of the Capital Improvement Plan associated with Assessment Area One is referred to herein as the "Assessment Area One Project." The portion of the Capital Improvement Plan associated with Assessment Area Two is referred to herein as the "Assessment Area Two Project." The portion of the Capital Improvement Plan associated with Assessment Area Three is referred to herein as the "Assessment Area Three Project." The remaining phases of land development will be developed and financed in the future.

The District previously issued its Assessment Area One Bonds to finance a portion of the Assessment Area One Project. The Assessment Area One Project is substantially complete, with final completion expected by October 2026. All 486 lots planned for Assessment Area One have been platted. See "THE DEVELOPMENT – Update on Assessment Area One" herein for more information.

The Series 2026-1 Bonds and the Series 2026-2 Bonds are being issued to finance a portion of the costs of the Assessment Area Two Project and the Assessment Area Three Project, respectively. The District Engineer, in the Supplemental Engineer's Report, estimates the total cost to complete the Assessment Area Two Project and the Assessment Area Three Project to be approximately $8,504,773.14 and $8,357,223.85, respectively, as more particularly described below.

Description	Assessment Area Two Project Costs	Assessment Area Three Project Costs
Storm Sewer/Drainage	$1,843,825.55	$1,559,268.57
Roadways	1,224,154.41	1,704,889.06
Hardscape/Landscape/Irrigation	407,500.00	267,000.00
Water, Reclaim and Wastewater Utilities	2,729,285.86	2,652,593.44
Undergrounding of Conduit	518,375.00	422,750.00
Professional Fees (10%)	672,314.08	660,650.11

Description	Assessment Area Two Project Costs	Assessment Area Three Project Costs
Contingency (15%)	1,109,318.24	1,090,072.68
Total	**$8,504,773.14**	**$8,357,223.85**

Assessment Area Two. Land development associated with Assessment Area Two is underway and is expected to be completed by November 2026. A final plat for Assessment Area Two is expected to be recorded in October 2026. See "THE DEVELOPMENT – Development Plan / Status" herein for more information.

Stanley Martin estimates that the total land development costs associated with Assessment Area Two will be approximately $14.5 million, consisting of a portion of the costs of the Assessment Area Two Project and other hard and soft costs. See "THE DEVELOPMENT – Zoning and Permitting – *Assessment Area Two*" herein for more information. As of August 26, 2026, Stanley Martin has spent approximately $8.3 million towards land development within Assessment Area Two, a portion of which has been spent towards the Assessment Area Two Project.

The net proceeds from the Series 2026-1 Bonds to be deposited in the Series 2026-1 Acquisition and Construction Account will be approximately $3.9 million* and such proceeds will be used by the District towards the funding and/or acquisition of a portion of the Assessment Area Two Project. Stanley Martin will enter into a completion agreement that will obligate Stanley Martin to complete any portions of the Assessment Area Two Project not funded with proceeds of the Series 2026-1 Bonds. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area Two Project and the Assessment Area Three Project" and "THE DEVELOPMENT – Development Finance Plan" herein.

Assessment Area Three. Land development associated with Assessment Area Three is underway and is expected to be completed by November 2026. A final plat for all 178 lots within Assessment Area Three was recorded on June 8, 2026. See "THE DEVELOPMENT – Development Plan / Status" herein for more information.

Tri Pointe estimates that the total land development costs associated with Assessment Area Three will be approximately $16.4 million, consisting of the costs of the Assessment Area Three Project, private land development costs, and other hard and soft costs. See "THE DEVELOPMENT – Zoning and Permitting – *Assessment Area Three*" herein for more information. As of August 31, 2026, Tri Pointe has spent approximately $11.9 million towards land development within Assessment Area Three, a portion of which has been spent towards the Assessment Area Three Project.

The net proceeds from the Series 2026-2 Bonds to be deposited in the Series 2026-2 Acquisition and Construction Account will be approximately $3.61 million* and such proceeds will be used by the District towards the acquisition of a portion of the Assessment Area Three Project. Tri Pointe will enter into a completion agreement that will obligate Tri Pointe to complete any portions of the Assessment Area Three Project not funded with proceeds of the Series 2026-2 Bonds or a future Series of Bonds. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area Two Project and the Assessment Area Three Project" and "THE DEVELOPMENT – Development Finance Plan" herein.

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* Preliminary, subject to change.

The District Engineer has indicated that all engineering permits necessary to construct the Assessment Area Two Project and the Assessment Area Three Project that are set forth in the Engineer's Report have been obtained or will be obtained in the ordinary course of business. In addition to the Engineer's Report, please refer to "THE DEVELOPMENT – Zoning and Permitting" for a more detailed description of the zoning and permitting status of Assessment Area Two and Assessment Area Three. See "APPENDIX C – ENGINEER'S REPORT" attached hereto for more information regarding the above improvements.

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ASSESSMENT METHODOLOGY

General

The Master Special Assessment Methodology Report dated July 22, 2024 (the "Master Methodology"), as supplemented, with respect to Assessment Area Two, by the Second Supplemental Special Assessment Methodology Report (the "Second Supplemental Methodology") and, with respect to Assessment Area Three, the Third Supplemental Special Assessment Methodology Report (the "Third Supplemental Methodology" and, together with the Master Methodology and the Second Supplemental Methodology, the "Assessment Methodology"), each to be dated the sale date of the Series 2026 Bonds, which describes the methodology for allocation of the Series 2026-1 Assessments and the Series 2026-2 Assessments to lands within Assessment Area Two and Assessment Area Three, respectively, have been prepared by Wrathell, Hunt & Associates, LLC (in such capacity, the "Methodology Consultant"). See "EXPERTS" herein for more information. The Assessment Methodology is included herein as APPENDIX D. Once the final terms of the Series 2026-1 Bonds and the Series 2026-2 Bonds are determined, the Second Supplemental Methodology and the Third Supplemental Methodology, respectively, will be amended to reflect such final terms.

Once levied and imposed, the Series 2026 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 and other non-federal units of government. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

Series 2026 Assessments

Assessment Area Two. As set forth in the Second Supplemental Methodology, the Series 2026-1 Assessments will be initially levied on approximately 54.717+/- gross acres within Assessment Area Two until such time as lots in Assessment Area Two are platted. As platting of the planned 205 lots within Assessment Area Two occurs, the Series 2026-1 Assessments will be assigned to platted lots in Assessment Area Two on a first platted, first assigned basis. Assuming that all of the 205 planned residential units within Assessment Area Two are developed and platted, then the Series 2026-1 Assessments will be allocated on the per unit basis set forth below and as set forth in the Second Supplemental Methodology. See "THE DEVELOPMENT – Development Plan/Status" herein and "APPENDIX D – ASSESSMENT METHODOLOGY" attached hereto.

Developer	Product Type	No. of Units	Annual Series 2026-1 Assessments Per Unit*/**	Series 2026-1 Bonds Par Debt Per Unit*
Stanley Martin	Single-Family 45'	102	$1,451.61	$19,187.71
	Single-Family 55'	79	1,774.19	23,451.64
	Single-Family 65'	24	2,096.77	27,715.58
	Total	**205**		

*Preliminary, subject to change.

**This amount is grossed up to include early payment discounts at 4% (subject to change) and County collection fees at 3% (subject to change).

In addition, it is anticipated that residential units within Assessment Area Two will be subject to the homeowners association formed for Assessment Area Two by Stanley Martin and required to pay homeowner's association fees, which are currently expected to be $1,380.00 per single-family home annually; which amount is subject to change.

Assessment Area Three. As set forth in the Third Supplemental Methodology, the Series 2026-2 Assessments will at issuance be levied on the 178 platted lots within Assessment Area Three on the per unit basis set forth below. See "THE DEVELOPMENT – Development Plan/Status" herein and "APPENDIX D – ASSESSMENT METHODOLOGY" attached hereto.

Developer	Product Type	No. of Units	Annual Series 2026-2 Assessments Per Unit*/**	Series 2026-2 Bonds Par Debt Per Unit*
Tri Pointe	Single-Family 45'	47	$1,451.61	$19,200.00
	Single-Family 55'	88	1,774.19	23,466.67
	Single-Family 65'	43	2,096.77	27,733.33
	Total	**178**		

*Preliminary, subject to change.

** This amount is grossed up to include early payment discounts at 4% (subject to change) and County collection fees at 3% (subject to change).

In addition, it is anticipated that residential units within Assessment Area Three will be subject to the homeowners association formed for Assessment Area Three by Tri Pointe and required to pay homeowner's association fees, which are currently expected to be $1,400.00 per single-family home annually; which amount is subject to change.

General. The District will continue levying assessments to cover its operation and maintenance costs that will be approximately $310 per residential unit annually; which amount is subject to change. The land within the District has been and is expected to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate imposed on taxable properties in the District for 2025 was approximately 17.5866 mills, which millage rate is subject to change. These taxes would be payable in addition to the Series 2026 Assessments and any other assessments levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the City, the County and the School District of Lake County, Florida may each levy ad valorem taxes and/or special assessments 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 "THE DEVELOPMENT – Taxes, Fees and Assessments" for more information.

True-Up Mechanism

The Assessment Methodology sets forth a "true-up mechanism" which provides that the debt per equivalent residential unit ("ERU") remaining on any unplatted or replatted land is never allowed to increase above its maximum debt per ERU level. If the debt per ERU remaining on unplatted or replatted land increases above the maximum debt per ERU level in Assessment Area Two or Assessment Area Three, as applicable, a debt reduction payment would be made, with respect to Assessment Area Two, by Stanley Martin or any other landowner, and with respect to Assessment Area Three, by the Land Bank or any other landowner, including Tri Pointe, as applicable, so that the maximum debt per ERU level is not breached. This debt reduction payment would result in the extraordinary mandatory redemption of a portion of the applicable Series 2026 Bonds. Stanley Martin, with respect to Assessment Area Two, is expected to enter into a true-up agreement in connection with its obligations to pay true-up payments. All such obligations of Stanley Martin are unsecured obligations. Tri Pointe and the Land Bank will not enter into a true-up agreement with respect to Assessment Area Three, as all 178 lots have been platted See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS – Developers/Land Bank Agreements"

herein. See "APPENDIX D – ASSESSMENT METHODOLOGY" attached hereto for additional information regarding the "true-up mechanism."

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The information appearing below under the captions "THE DEVELOPMENT" and "THE LAND BANK AND THE DEVELOPERS" has been furnished by Stanley Martin, with respect to Assessment Area Two, and by the Land Bank and Tri Pointe, as applicable, with respect to Assessment Area Three, for inclusion in this Limited Offering Memorandum and, although believed to be reliable, such information has not been independently verified by Bond Counsel, the District or its counsel, or the Underwriter or its counsel, and no persons other than Stanley Martin, with respect to Assessment Area Two, and the Land Bank and Tri Pointe, as applicable, with respect to Assessment Area Three, make any representation or warranty as to the accuracy or completeness of such information supplied by it. The following information is provided by Stanley Martin, with respect to Assessment Area Two, and the Land Bank and Tri Pointe, as applicable, with respect to Assessment Area Three, as a means for the prospective bondholders to understand the anticipated development plan and risks associated with the Development. Neither Stanley Martin, the Land Bank, Tri Pointe nor any other party is guaranteeing payment of the Series 2026 Bonds or the Series 2026 Assessments. Stanley Martin has not provided any information herein relating to Assessment Area Three, the Land Bank or Tri Pointe, and neither Stanley Martin nor its counsel will provide any representations, certifications or opinions relating to such information. The Land Bank and Tri Pointe have not provided any information herein relating to Assessment Area Two or Stanley Martin, and none of the Land Bank, Tri Pointe or their respective counsel will provide any representations, certifications or opinions relating to such information. Further, the Land Bank and its counsel will not provide any representations, certifications or opinions relating to information herein provided by Tri Pointe and Tri Pointe and its counsel will not provide any representations, certifications or opinions relating to information provided herein by the Land Bank.

THE DEVELOPMENT

General

The District Lands currently encompass approximately 1,016.756+/- gross acres of land located entirely within the City of Minneola, Florida (the "City") within Lake County, Florida (the "County"). The District currently is in the process of further expanding the boundaries of the District by approximately 241.237+/- gross acres. The District is planned to contain a residential community known as "Sugarloaf Ridge" and referred to herein as the "Development." The Development, after such expansion, is being developed to contain approximately 2,555 residential units, consisting of (i) 175 townhomes and (ii) 2,380 single-family residential units. Multiple homebuilders will be constructing the homes within the Development.

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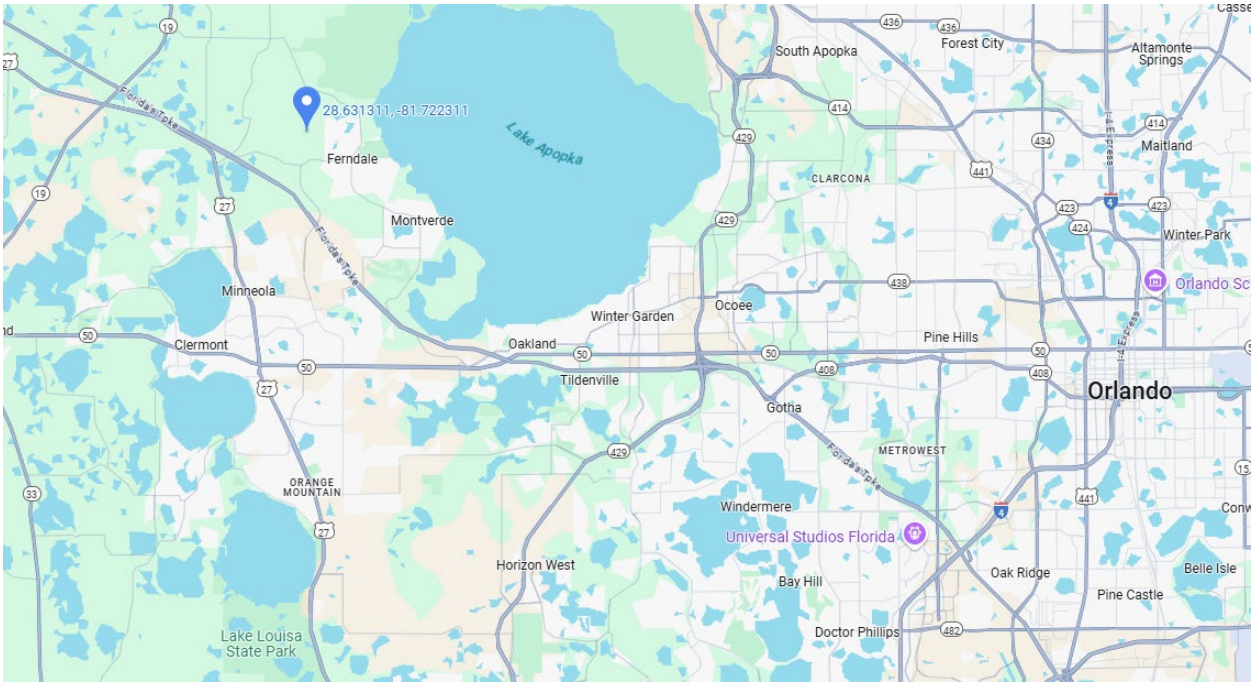
The Development is generally located northeast of the Florida Turnpike, north of County Road 561 extending to the north side of County Road 455. The Development is approximately 1 mile north of the Florida Turnpike, which provides access to Downtown Orlando. Downtown Orlando, the Orlando International Airport, and the local theme parks are all within 35 minutes of the Development. Set forth below is a map which depicts the approximate location of the Development.



Land development associated with the Development will occur in phases. The first phase of land development consists of approximately 199.951+/- gross acres of land within the District planned to contain 486 single-family residential units ("Assessment Area One"). The second phase of land development consists of approximately 54.717+/- gross acres of land within the District ("Assessment Area Two") planned to contain 205 single-family residential units to be constructed and marketed by Stanley Martin Homes, LLC, a Delaware limited liability company ("Stanley Martin"). The third phase of land development consists of approximately 54.21+/- gross acres of land within the District ("Assessment Area Three") planned to contain 178 single-family residential units to be constructed and marketed by Tri Pointe Homes Holdings, Inc., a Delaware corporation ("Tri Pointe" and, together with Stanley Martin, the "Developers"), pursuant to the Option Agreement and Construction Agreement. See "– Land Acquisition, the Construction Agreement and the Option Agreement" herein for more information. Assessment Area Two and Assessment Area Three are being developed as separate and distinct residential communities, although it is anticipated that the two communities will share recreational amenities. See "– Amenities" herein for more information.

Assessment Area Two. The Series 2026-1 Bonds are being issued to finance a portion of the costs of the Assessment Area Two Project. The Series 2026-1 Bonds will be secured by the Series 2026-1 Assessments, which will initially be levied on the 54.717+/- gross acres of Assessment Area Two until such time as lots in Assessment Area Two are platted. As platting of the planned 205 lots within Assessment Area Two occurs, the Series 2026-1 Assessments will be assigned to the platted lots in Assessment Area Two on a first platted, first assigned basis. See "APPENDIX D – ASSESSMENT METHODOLOGY" attached hereto and "– Taxes, Fees and Assessments" herein for more information.

Stanley Martin will construct and market all 205 single-family residential units within Assessment Area Two.

At build-out, Assessment Area Two is planned to contain approximately 205 single-family homes. Single-family homes will range in size from approximately 1,600 square feet to 3,300 square feet and starting price points will range from approximately $390,000 to $525,000. The target customers for residential units within Assessment Area Two are first-time homebuyers, downsizing homebuyers and move-up homebuyers. See "– Residential Product Offerings" herein for more information.

Assessment Area Three. The Series 2026-2 Bonds are being issued to finance a portion of the costs of the Assessment Area Three Project. The Series 2026-2 Bonds will be secured by the Series 2026-2 Assessments, which will at issuance be levied on the 178 platted lots within Assessment Area Three. See "APPENDIX D – ASSESSMENT METHODOLOGY" attached hereto and "– Taxes, Fees and Assessments" herein for more information.

KL LB BUY 5 LLC, a Delaware limited liability company (the "Land Bank") is the majority landowner of the land within Assessment Area Three, which is planned to contain 178 single-family residential units and certain amenities. Tri Pointe has entered into a Construction Agreement (as hereinafter defined) and an Option Agreement (as hereinafter defined) with the Land Bank. Pursuant to the Construction Agreement, Tri Pointe will manage the installation of infrastructure improvements for 178 lots within Assessment Area Three. Pursuant to the Option Agreement, Tri Pointe has the option to purchase such 178 developed lots subject to the Construction Agreement. Assuming the development and takedown of lots in accordance with the Construction Agreement and the Option Agreement, Tri Pointe is expected to construct and market 178 planned residential units within Assessment Area Three for sale to homebuyers. As of September 8, 2026, the Land Bank owns 173 lots within Assessment Area Three and Tri Pointe owns 5 lots. See "THE DEVELOPMENT – Land Acquisition, the Construction Agreement and the Option Agreement – *Assessment Area Three*" and "THE LAND BANK AND THE DEVELOPERS – Assessment Area Three" herein for more information.

At build-out, Assessment Area Three is planned to contain approximately 178 single-family homes. Single-family homes are expected to range in size from approximately 1,712 square feet to 3,871 square feet and starting price points are expected to range from approximately $485,990 to $644,990. The target customers for residential units within Assessment Area Three are move-up homebuyers and retirees. See "– Residential Product Offerings" herein for more information.

Update on Assessment Area One

The District previously issued its Assessment Area One Bonds to finance a portion of the Assessment Area One Project. The Assessment Area One Project is substantially complete, with final completion expected by October 2026. All 486 lots planned for Assessment Area One have been platted. As of June 30, 2026, approximately 43 residential units within Assessment Area One have closed with homebuyers and an additional 22 residential units were under contract pending closing. Lennar is currently marketing and constructing homes within Assessment Area One.

Land Acquisition, the Construction Agreement and the Option Agreement

The remaining land within the District, outside of Assessment Area Two and Assessment Area Three, is owned by Richland Developers – Florida, Inc., a Florida corporation ("Richland") and Lennar Homes, LLC, a Florida limited liability company ("Lennar"). Lennar is currently marketing and constructing homes within Assessment Area One. See "– Update on Assessment Area One" herein for

more information. Richland intends to sell parcels of land within the District owned by Richland to homebuilders, who will construct and market homes for sale to homebuyers.

Assessment Area Two. Stanley Martin acquired the land planned for 205 single-family residential units within Assessment Area Two on August 12, 2024, for a purchase price of approximately $26 million. Stanley Martin has no mortgages on such lands within Assessment Area Two. The 205 planned residential units within Assessment Area Two will be constructed and marketed by Stanley Martin.

Assessment Area Three. The Land Bank acquired the land planned for 178 lots and certain recreation amenities within Assessment Area Three on November 1, 2024, for approximately $23.97 million, which was paid for with Land Bank equity. The Land Bank has no mortgages on such lands within Assessment Area Three.

The Land Bank and Tri Pointe have entered into a Construction Agreement dated November 1, 2024, as may be amended and supplemented from time to time (the "Construction Agreement"). Pursuant to the Construction Agreement, Tri Pointe will manage the installation of infrastructure improvements for 178 lots within Assessment Area Three and the Land Bank is obligated to reimburse Tri Pointe in accordance with the terms of the Construction Agreement, up to the amount set forth therein.

The Land Bank and Tri Pointe have also entered into an Option Agreement dated November 1, 2024, as may be amended and supplemented from time to time (the "Option Agreement"). Pursuant to the Option Agreement, as consideration for the Land Bank's grant to Tri Pointe of the option to acquire 178 developed lots in Assessment Area Three, Tri Pointe is required to pay the Land Bank an initial option payment of $7,055,250 (the "Initial Option Payment"), of which fifty percent (50%) was paid upon execution of the Option Agreement and the balance (the "Deferred Initial Option Payment") is only due if the Option Agreement option terminates or expires, in accordance with the terms of the Option Agreement. As additional consideration for the option evidenced by the Option Agreement, Tri Pointe is obligated to pay the Land Bank a monthly option payment (the "Monthly Option Payment") and an asset management fee (the "Asset Management Fee"), each calculated in accordance with the Option Agreement, and Tri Pointe is obligated to pay certain expenses payable or attributable to the property in Assessment Area Three, including taxes and non-ad valorem special assessments levied by governmental authorities, including the District. The Initial Option Payment, the Monthly Option Payment and the Asset Management Fee are nonrefundable except in the event of a default by the Land Bank and are not applied as credits to amounts payable by Tri Pointe for lot takedowns in accordance with the terms of the Option Agreement. Pursuant to the Option Agreement, the Land Bank has granted Tri Pointe a non-exclusive license to build homes (including model homes) on the lots subject to the Option Agreement prior to the date the applicable lots are acquired by Tri Pointe.

The takedown prices specified in the Option Agreement are as follows: (i) $165,505.60 per lot for the first 23 single-family forty-five foot (45') lots and $132,404.49 per lot for the 24th through 46th 45' lots; (ii) $197,713.04 per lot for the first 44 single-family fifty-five foot (55') lots, and $158,609.80 per lot for the 45th through 89th 55' lots; and (iii) $234,105.32 per lot for the first 21 single-family sixty-five foot (65') lots and $188,348.37 per lot for the 22nd through 43rd 65' lots, for an aggregate purchase price of approximately $31.75 million. Pursuant to the terms of the Option Agreement, at the time of the final takedown, the foregoing schedule will be adjusted, subject to the terms and conditions of the Option Agreement, to reflect the actual platting of lots in Assessment Area Three.

As of September 8, 2026, the Land Bank owns 173 lots within Assessment Area Three and Tri Pointe owns 5 lots. Pursuant to the Option Agreement, the initial takedown of 5 lots occurred in July 2026, and the remaining takedowns are required to occur every three (3) months, until all lots have been acquired,

with the final takedown estimated to occur in April 2028. Tri Pointe has the right to acquire the lots early, to defer takedowns under limited circumstances and for a limited number of times, and to terminate the Option Agreement at any time upon delivery of written notice to the Land Bank. The Land Bank may also terminate the Option Agreement upon a default of Tri Pointe thereunder. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area Two Project and the Assessment Area Three Project" and "– Regulatory and Environmental Risks; Changes in Development Plans" herein.

Development Finance Plan

Assessment Area Two. Stanley Martin estimates that the total land development costs associated with Assessment Area Two will be approximately $14.5 million, consisting of a portion of the costs of the Assessment Area Two Project and other hard and soft costs. See " – Zoning and Permitting" herein for more information. As of August 26, 2026, Stanley Martin has spent approximately $8.3 million towards land development within Assessment Area Two, a portion of which has been spent towards the Assessment Area Two Project. The net proceeds from the Series 2026-1 Bonds to be deposited in the Series 2026-1 Acquisition and Construction Account will be approximately $3.9 million* and such proceeds will be used by the District towards the funding and/or acquisition of a portion of the Assessment Area Two Project. Stanley Martin will enter into a completion agreement that will obligate Stanley Martin to complete any portions of the Assessment Area Two Project not funded with proceeds of the Series 2026-1 Bonds. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area Two Project and the Assessment Area Three Project" herein.

Assessment Area Three. Tri Pointe estimates that the total land development costs associated with Assessment Area Three will be approximately $16.4 million, consisting of the costs of the Assessment Area Three Project, private land development costs, and other hard and soft costs. As of August 31, 2026, Tri Pointe has spent approximately $11.9 million towards land development within Assessment Area Three, a portion of which has been spent towards the Assessment Area Three Project. The net proceeds from the Series 2026-2 Bonds to be deposited in the Series 2026-2 Acquisition and Construction Account will be approximately $3.61 million* and such proceeds will be used by the District towards the acquisition of a portion of the Assessment Area Three Project. Tri Pointe will enter into a completion agreement that will obligate Tri Pointe to complete any portions of the Assessment Area Three Project not funded with proceeds of the Series 2026-2 Bonds or a future Series of Bonds. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area Two Project and the Assessment Area Three Project" herein.

Development Plan / Status

Assessment Area Two. Land development associated with Assessment Area Two is underway and is expected to be completed by November 2026. A final plat for Assessment Area Two is expected to be recorded in October 2026. Sales and vertical construction of residential homes within Assessment Area Two are expected to commence in December 2026.

Stanley Martin anticipates that approximately 55 residential units within Assessment Area Two will be sold and closed with homebuyers per annum until build out, which is expected by December 2029.

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* Preliminary, subject to change.

The anticipated absorption discussed above is based upon estimates and assumptions made by Stanley Martin that are inherently uncertain, though considered reasonable by Stanley Martin, 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 Stanley Martin. As a result, there can be no assurance such absorption rate will occur or be realized in the time frame anticipated.

Assessment Area Three. Land development associated with Assessment Area Three is underway and is expected to be completed by November 2026. A final plat for all 178 lots within Assessment Area Three was recorded on June 8, 2026.

As of September 8, 2026, the Land Bank owns 173 lots within Assessment Area Three and Tri Pointe owns 5 lots. Pursuant to the Option Agreement, the first takedown of 5 lots by Tri Pointe occurred in July 2026. Vertical construction of residential homes within Assessment Area Three is underway and sales are expected to commence in the fourth calendar quarter of 2026.

While closings with homeowners may change from year-to-year, Tri Pointe anticipates that approximately 60+/- residential units within Assessment Area Three will be sold and closed with homebuyers per annum until build out, which is expected by December 2029.

The anticipated absorption discussed above is based upon estimates and assumptions made by Tri Pointe that are inherently uncertain, though considered reasonable by Tri Pointe, 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 Tri Pointe. As a result, there can be no assurance such absorption rate will occur or be realized in the time frame anticipated.

Residential Product Offerings

Assessment Area Two

The target customers for units within Assessment Area Two are first-time homebuyers, downsizing homebuyers and move-up homebuyers. Below is a summary of the expected types of units and price points for units in Assessment Area Two, which is subject to change based on market and other factors.

Product Type	Square Footage	Beds/Baths	Starting Price Point
Single-family 45’	1,600 to 2,300	3 to 4 Bedrooms, 2 to 2.5 Baths	$390,000
Single-family 55’	1,600 to 2,800	3 to 5 Bedrooms, 2 to 4 Baths	$450,000
Single-Family 65’	3,000 to 3,300	3 to 5 Bedrooms, 3 to 4.5 Baths	$525,000

Assessment Area Three

The target customers for units within Assessment Area Three are move-up homebuyers and retirees. Below is a summary of the expected types of units and price points for units in Assessment Area Three, which is subject to change based on market and other factors.

Product Type	Square Footage	Beds/Baths	Starting Price Point
Single-family 45’	1,712 to 2,588	3 to 5 Bedrooms, 2 to 5 Baths	$485,990
Single-family 55’	2,017 to 3,073	3 to 5 Bedrooms, 2.5 to 3.5 Baths	$547,990
Single-Family 65’	2,537 to 3,871	3 to 5 Bedrooms, 2.5 to 4.5 Baths	$644,990

Zoning and Permitting

Assessment Area Two

The land within Assessment Area Two is zoned to allow for the contemplated residential and recreational uses described herein.

The Assessment Area One Bonds were issued to finance a portion of the costs of the Assessment Area One Project, including, but not limited to, the following offsite improvements: an extension to Hancock Road, certain offsite utilities and an overlook park trail system. Construction of such offsite improvements has been completed. The total cost of the construction of such improvements was approximately $22.2 million, which was initially funded by Lennar. Of this amount, approximately $3.6 million was included in the Assessment Area One Project and financed with proceeds of the Assessment Area One Bonds. The remaining approximately $18.6 million was reimbursed to Lennar by the County and was not included as part of the Assessment Area One Project. The offsite improvements financed as part of the Assessment Area One Project are expected to provide benefit to lands within Assessment Area Two.

All permits have been received by jurisdictional agencies to allow for the development contemplated herein or are reasonably expected to be received in the ordinary course.

Assessment Area Three

The land within Assessment Area Three is zoned to allow for the contemplated residential and recreational uses described herein.

Pursuant to a development order of the City dated November 14, 2025, the City has authorized the planned development within Assessment Area Three. Such order imposes various conditions required to be satisfied within specified timeframes, including conditions precedent to the receipt of final plat approval. In connection with the development of Assessment Area Three, the District Engineer has indicated that there exists no default under any applicable zoning condition, land use permit or development agreement that would adversely affect the ability to complete development of Assessment Area Three or the construction of the Assessment Area Three Project as described herein, and that all government permits required in connection with the construction of Assessment Area Three have been received, except for certain permits, consents and licenses expected to be received in due course as required by Tri Pointe. As part of the process of obtaining building permits for development within Assessment Area Three, Tri Pointe will be required to pay impact fees generally imposed by the governmental entities having jurisdiction over the land within Assessment Area Three for schools, parks, police, and fire services.

Environmental

Assessment Area Two. A Phase I Environmental Site Assessment was prepared by Andreyev Engineering, Inc. dated July 9, 2024 (the “Assessment Area Two ESA”), covering the lands within Assessment Area Two. The Assessment Area Two ESA revealed no recognized environmental conditions

in connection with Assessment Area Two. See "BONDOWNERS' RISKS – Regulatory and Environmental Risks; Changes in Development Plan" herein for more information regarding potential environmental risks.

Assessment Area Three. A Phase I Environmental Site Assessment was prepared by Andreyev Engineering, Inc. dated October 16, 2024 (the "Assessment Area Three ESA"), covering the lands within Assessment Area Three. The Assessment Area Three ESA revealed no recognized environmental conditions in connection with Assessment Area Three. See "BONDOWNERS' RISKS – Regulatory and Environmental Risks; Changes in Development Plan" herein for more information regarding potential environmental risks.

Amenities

Pursuant to a written agreement anticipated to be entered into between the Developers, the Developers will share in funding and constructing recreational amenities for joint use by residents in the residential communities in each of Assessment Area Two and Assessment Area Three.

Stanley Martin will construct a pool and cabana, a dog park and open space areas within Assessment Area Two (the "Assessment Area Two Amenity"). The cost of the Assessment Area Two Amenity is estimated to be $1.2 million. Construction of the Assessment Area Two Amenity is anticipated to commence in October 2026 and be completed by April 2027.

Tri Pointe will construct an open space park, to include a large play structure, covered pavilion, fire pit, outdoor games area, and a yoga lawn within Assessment Area Three (the "Assessment Area Three Amenity"). The cost of the Assessment Area Three Amenity is estimated to be $1.1 million. Construction of the Assessment Area Three Amenity is underway and expected to be completed by December 2026.

Pursuant to a written agreement anticipated to be entered into between the homeowners associations formed for Assessment Area Two and Assessment Area Three, respectively, it is anticipated that the homeowners associations will share in the costs of the operation and maintenance of the Assessment Area Two Amenity and the Assessment Area Three Amenity and that the homeowners association fees imposed by each association will include use of such amenities.

Utilities

Assessment Area Two. Potable water and wastewater treatment for Assessment Area Two are expected to be provided by the City. Electric power is expected to be provided by SECO Energy. Cable television and broadband cable services are expected to be provided by Hotwire Communications FisionX. All utility services are available to Assessment Area Two.

Assessment Area Three. Potable water and wastewater treatment for Assessment Area Three are expected to be provided by the City. Electric power is expected to be provided by SECO Energy. Cable television and broadband cable services are expected to be provided by Hotwire Communications FisionX. Natural gas is expected to be provided by the Lake Apopka Natural Gas District. Although the City does not reserve capacity with respect to its water and wastewater systems, the District Engineer has indicated that there is adequate water and sewer service capacity to serve Assessment Area Three.

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Taxes, Fees and Assessments

Assessment Area Two. As set forth in the Second Supplemental Methodology (as hereinafter defined), the Series 2026-1 Assessments will be initially levied on approximately 54.717+/- gross acres within Assessment Area Two until such time as lots in Assessment Area Two are platted. As platting of the planned 205 lots within Assessment Area Two occurs, the Series 2026-1 Assessments will be assigned to platted lots in Assessment Area Two on a first platted, first assigned basis. Assuming that all of the 205 planned residential units within Assessment Area Two are developed and platted, then the Series 2026-1 Assessments will be allocated on the per unit basis set forth below and as set forth in the Second Supplemental Methodology. See "THE DEVELOPMENT – Development Plan/Status" herein and "APPENDIX D – ASSESSMENT METHODOLOGY" attached hereto.

Developer	Product Type	No. of Units	Annual Series 2026-1 Assessments Per Unit*/**	Series 2026-1 Bonds Par Debt Per Unit*
Stanley Martin	Single-Family 45'	102	$1,451.61	$19,187.71
	Single-Family 55'	79	1,774.19	23,451.64
	Single-Family 65'	24	2,096.77	27,715.58
	Total	**205**		

*Preliminary, subject to change.

**This amount is grossed up to include early payment discounts at 4% (subject to change) and County collection fees at 3% (subject to change).

In addition, it is anticipated that residential units within Assessment Area Two will be subject to the homeowners association formed for Assessment Area Two by Stanley Martin and required to pay homeowner's association fees, which are currently expected to be $1,380.00 per single-family home annually; which amount is subject to change.

Assessment Area Three. As set forth in the Third Supplemental Methodology (as hereinafter defined), the Series 2026-2 Assessments will at issuance be levied on the 178 platted lots within Assessment Area Three on the per unit basis set forth below. See "THE DEVELOPMENT – Development Plan/Status" herein and "APPENDIX D – ASSESSMENT METHODOLOGY" attached hereto.

Developer	Product Type	No. of Units	Annual Series 2026-2 Assessments Per Unit*/**	Series 2026-2 Bonds Par Debt Per Unit*
Tri Pointe	Single-Family 45'	47	$1,451.61	$19,200.00
	Single-Family 55'	88	1,774.19	23,466.67
	Single-Family 65'	43	2,096.77	27,733.33
	Total	**178**		

*Preliminary, subject to change.

** This amount is grossed up to include early payment discounts at 4% (subject to change) and County collection fees at 3% (subject to change).

In addition, it is anticipated that residential units within Assessment Area Three will be subject to the homeowners association formed for Assessment Area Three by Tri Pointe and required to pay homeowner's association fees, which are currently expected to be $1,400.00 per single-family home annually; which amount is subject to change.

General. The District will continue levying assessments to cover its operation and maintenance costs that will be approximately $310 per residential unit annually; which amount is subject to change. The land within the District has been and is expected to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate imposed on taxable properties in the District for 2025 was approximately 17.5866 mills, which millage rate is subject to change. These taxes would be payable in addition to the Series 2026 Assessments and any other assessments levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the City, the County and the School District of Lake County, Florida may each levy ad valorem taxes and/or special assessments 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.

Education

Students in elementary school are expected to attend Grassy Lake Elementary School, which was rated "A" by the Florida Department of Education for 2026. Students in grades K-8 can also attend Minneola Horizon Academy, which was rated "A" by the Florida Department of Education for 2026. Students in high school are expected to attend Lake Minneola High School, which was rated "B" by the Florida Department of Education for 2026. There are also several other private and charter school alternatives in the vicinity of the Development.

Competition

The following communities have been identified by each of the respective Developers as being competitive with Assessment Area Two and Assessment Area Three, because of their proximity to the Development, price ranges and product types. Those communities include Hills of Minneola, Park View at the Hills, Hartwood Landing and Canyons at Highland Ranch. In addition, residential development within Assessment Area One and other areas of the District outside of Assessment Area Two and Assessment Area Three will compete with such areas. Further, certain portions of Assessment Area Three are expected to compete with portions of Assessment Area Two, and vice versa.

The information under this heading does not purport to list all of the existing or planned communities in the area of Assessment Area Two and Assessment Area Three, but rather provide a list of those that each of the Developers feels pose primary competition to Assessment Area Two and Assessment Area Three.

THE LAND BANK AND THE DEVELOPERS

NEITHER THE LAND BANK NOR THE DEVELOPERS ARE GUARANTEEING THE PAYMENT OF THE SERIES 2026 BONDS OR THE SERIES 2026 ASSESSMENTS. NONE OF THE ENTITIES LISTED HEREIN, OTHER THAN THE DEVELOPERS AND THE LAND BANK, AS APPLICABLE, HAVE ENTERED INTO ANY AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2026 BONDS.

Assessment Area Two

Stanley Martin

Stanley Martin Homes, LLC ("Stanley Martin") will construct and market the 205 single-family residential units planned within Assessment Area Two. Stanley Martin was founded in 1966 and is

headquartered in Reston, Virginia. Stanley Martin operates in the Mid-Atlantic and Southeast in the following metro areas: Aiken, SC; Atlanta, GA; Augusta, GA; Charleston, SC; Charlotte, NC; Charlottesville, VA; Columbia, SC; Greenville/Spartanburg, SC; Orlando, FL; Raleigh, NC; Richmond, VA; Tampa, FL; the Washington D.C. Metro Area; and Wilmington, NC. In 2021, Stanley Martin was named National Builder of the year by Builder Magazine. In 2022, Stanley Martin closed 4,200 homes and was ranked the 20th largest builder in the United States by Builder Magazine. Stanley Martin is a subsidiary of the Daiwa House Group. The Daiwa House Group is headquartered in Japan and is one of the largest housing, construction, and development companies in the world.

Assessment Area Three

The Land Bank

KL LB BUY 5 LLC, a Delaware limited liability company (the "Land Bank"), is the majority landowner of Assessment Area Three. The Land Bank was organized on September 4, 2024 and authorized to transact business in the State. The Land Bank is a special-purpose entity whose primary assets are various properties subject to option agreements. The Land Bank's ultimate owners are investment funds managed by Kennedy Lewis Management LP ("Kennedy Lewis"), a Delaware limited partnership and SEC-registered investment advisor. Kennedy Lewis is a manager of private funds and collateralized loan obligations with over $17 billion under management. Kennedy Lewis has invested a material amount in homebuilder and land development financings since launching its homebuilder finance investment strategy in 2021.

David Valiaveedan leads Kennedy Lewis's homebuilder finance investment strategy. Mr. Valiaveedan is responsible for evaluating the acquisition of the land within the Development and simultaneous negotiation and execution of the Option Agreement to provide Tri Pointe with the option to acquire lots within the Development in accordance with the terms of the Option Agreement. Mr. Valiaveedan has over 30 years of experience in real estate focused on the structuring and placement of debt and equity for public and private companies across the homebuilding, multifamily, office and hotel segments. Prior to joining Kennedy Lewis in 2021, Mr. Valiaveedan spent six years at DW Partners, LP where he led the formation of Domain Real Estate Partners and targeted residential investment. Prior to joining DW Partners in August 2015, Mr. Valiaveedan was Vice President of Finance & Treasurer at Hovnanian Enterprises, Inc, a national homebuilder. At Hovnanian, he was a member of senior management responsible for the treasury and corporate finance functions and served as a member of the company's land acquisition committee. He focused on raising debt and equity capital at both the entity level through senior notes and share issuances and at the community level through project debt and joint venture equity including land banking. Prior to joining Hovnanian in 2005, Mr. Valiaveedan was a Vice President at AIG Global Real Estate, where he led capital markets for a portfolio of six AIG sponsored global private equity funds and direct portfolio investments with a gross invested balance of over $6 billion. Prior to AIG, from 2000-2002, he was a Vice President in Real Estate Investment Banking at Credit Suisse; he held the same position at Donaldson, Lufkin & Jenrette before it was acquired by Credit Suisse. At both firms he was involved in the structuring and placement of debt and equity capital as well as mergers and acquisitions for real estate companies. From 1997-2000, Mr. Valiaveedan was a Vice President at Credit Re Mortgage Capital, a merchant bank focused on credit enhancement for affordable housing. From 1994-1997, he was an Associate in Real Estate Investment Banking at Bankers Trust (now Deutsche Bank) and participated in the acquisition of distressed and non-performing loan portfolios from various sellers, including the Resolution Trust Corporation. Mr. Valiaveedan holds a Bachelor of Science degree in Finance from Georgetown University and a Master of Business Administration degree from the Darden Graduate School of Business Administration at the University of Virginia.

Tri Pointe

Pursuant to the Construction Agreement and the Option Agreement, Tri Pointe Homes Holdings, Inc., a Delaware corporation ("Tri Pointe"), will construct and market 178 single-family residential units within Assessment Area Three.

Tri Pointe is a direct, wholly-owned subsidiary of Tri Pointe Homes, Inc., a Delaware corporation ("Tri Pointe Parent Corporation"). Tri Pointe Parent Corporation is engaged in the design, construction and sale of single-family attached and detached homes across thirteen states, including Arizona, California, Colorado, Florida, Georgia, Maryland, Nevada, North Carolina, South Carolina, Texas, Utah, Virginia and Washington, and the District of Columbia. In April 2024, Tri Pointe Parent Corporation announced its expansion into the Orlando and Coastal Carolinas regions, which includes parts of Georgia and South Carolina.

In May 2026, Tri Pointe Parent Corporation was acquired by Sumitomo Forestry Co., Ltd., a publicly traded Japanese joint stock company (TSE:1911) ("Sumitomo"), as further described below. As a result, Tri Pointe is also an indirect, wholly-owned subsidiary of Sumitomo. Tri Pointe Parent Corporation continues to file certain reports with the SEC, which set forth, among other things, certain data relative to the consolidated results of operations and financial position of Tri Pointe Parent Corporation and its consolidated subsidiaries, including Tri Pointe, as of such dates (e.g., see Tri Pointe Parent Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 2025, as filed with the SEC on February 26, 2026 and Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2026, as filed with the SEC on August 13, 2026).

The SEC maintains an Internet website that contains reports and other information regarding registrants that file electronically with the SEC, including Tri Pointe Parent Corporation. The address of such website is www.sec.gov. All documents filed by Tri Pointe Parent Corporation pursuant to the Securities Exchange Act of 1934 after the date of this Limited Offering Memorandum will be available for inspection in such manner as the SEC prescribes. Copies of Tri Pointe Parent Corporation's most recent Annual Report on Form 10-K and each of its other quarterly reports are available in the "investors" portion of its website at www.tripointehomes.com.

The foregoing websites are included for reference only and the information on these websites is not a part of this Limited Offering Memorandum and is not incorporated by reference into this Limited Offering Memorandum. No representation is made in this Limited Offering Memorandum as to the accuracy or adequacy of the information contained on such websites. Neither Tri Pointe nor any other entity or person is obligated to advance funds for construction or development in the Development, including in Assessment Area Three, or to pay ad valorem property taxes or other governmental assessments, including the Series 2026-2 Assessments, and investors should not rely on the information and financial statements contained on such websites in evaluating whether to buy, hold or sell the Series 2026-2 Bonds. Notwithstanding the foregoing, Tri Pointe will enter into a completion agreement that will obligate Tri Pointe to complete any portions of the Assessment Area Three Project, not funded with proceeds of the Series 2026-2 Bonds or a future Series of Bonds. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS – Developer/Land Bank Agreements" and "THE DEVELOPMENT – General – Assessment Area Three."

On May 14, 2026, pursuant to an Agreement and Plan of Merger, dated as of February 13, 2026 (the "Merger Agreement"), Sumitomo acquired 100% of Tri Pointe Parent Corporation's shares of outstanding common stock for $47.00 per share, for an aggregate consideration of approximately $4.5 billion in cash, in connection with which Tri Pointe Parent Corporation became a wholly-owned indirect

subsidiary of Sumitomo (the "Transaction"). As a result of the Transaction, Tri Pointe Parent Corporation's common stock is no longer publicly traded (and has been delisted from the New York Stock Exchange), and Tri Pointe Parent Corporation's common stock has been deregistered under the Securities Exchange Act of 1934, as amended.

Sumitomo is a leading Japanese comprehensive housing and wood products company whose common stock is currently traded on the Tokyo Stock Exchange under the ticker symbol "1911". Founded in 1691, Sumitomo is engaged in a broad range of global businesses centered on wood, including forestry management, the manufacture and distribution of wood building materials, the contracting of single-family homes and medium- to large-scale wooden buildings, real estate development, and wood biomass power generation. As a result of the Transaction, Tri Pointe Parent Corporation became part of Sumitomo's family of U.S. homebuilders and operates as a distinct brand led by the Tri Pointe Parent Corporation management team, supported by Sumitomo's scale and investment.

TAX MATTERS

Opinion of Bond Counsel

In the opinion of Bond Counsel, the form of which is included as APPENDIX B hereto, the interest on the Series 2026 Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax under existing statutes, regulations, rulings and court decisions; provided, however, with respect to certain corporations, interest on the Series 2026 Bonds is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on such corporations. Failure by the District to comply subsequently to the issuance of the Series 2026 Bonds with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to requirements regarding the use, expenditure and investment of Series 2026 Bond proceeds and the timely payment of certain investment earnings to the Treasury of the United States, may cause interest on the Series 2026 Bonds to become includable in gross income for federal income tax purposes retroactive to their date of issuance. The District has covenanted to comply with all provisions of the Code necessary to, among other things, maintain the exclusion from gross income of interest on the Series 2026 Bonds for purposes of federal income taxation. In rendering its opinion, Bond Counsel has assumed continuing compliance with such covenants.

Internal Revenue Code of 1986

The Code contains a number of provisions that apply to the Series 2026 Bonds, including, among other things, restrictions relating to the use or investment of the proceeds of the Series 2026 Bonds and the payment of certain arbitrage earnings in excess of the "yield" on the Series 2026 Bonds to the Treasury of the United States. Noncompliance with such provisions may result in interest on the Series 2026 Bonds being included in gross income for federal income tax purposes retroactive to their date of issuance.

Collateral Tax Consequences

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of, the Series 2026 Bonds. Prospective purchasers of the Series 2026 Bonds should be aware that the ownership of the Series 2026 Bonds may result in other collateral federal tax consequences. For example, ownership of the Series 2026 Bonds may result in collateral tax consequences to various types of corporations relating to (1) denial of interest deduction to purchase or carry such Series 2026 Bonds, (2) the branch profits tax, and (3)

the inclusion of interest on the Series 2026 Bonds in passive income for certain Subchapter S corporations. In addition, the interest on the Series 2026 Bonds may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2026 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES REFERRED TO ABOVE. PROSPECTIVE SERIES 2026 BONDHOLDERS SHOULD CONSULT WITH THEIR TAX ADVISORS FOR INFORMATION IN THAT REGARD.

Florida Taxes

In the opinion of Bond Counsel, the Series 2026 Bonds and interest thereon are exempt from taxation under the laws of the State, 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 said Chapter 220.

Other Tax Matters

Interest on the Series 2026 Bonds may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Series 2026 Bonds should consult their tax advisors as to the income tax status of interest on the Series 2026 Bonds in their particular state or local jurisdictions.

The Inflation Reduction Act, H.R. 5376 (the "IRA"), was passed by both houses of the U.S. Congress and was signed by the President on August 16, 2022. As enacted, the IRA includes a 15 percent alternative minimum tax to be imposed on the "adjusted financial statement income", as defined in the IRA, of certain corporations. Interest on the Series 2026 Bonds will be included in the "adjusted financial statement income" of such corporations for purposes of computing the corporate alternative minimum tax. Prospective purchasers that could be subject to this minimum tax should consult with their own tax advisors regarding the potential tax consequences of owning the Series 2026 Bonds.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2026 Bonds. In some cases these proposals have contained provisions that altered these consequences on a retroactive basis. Such alterations of federal tax consequences may have affected the market value of obligations similar to the Series 2026 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2026 Bonds and their market value. No assurance can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Series 2026 Bonds.

On February 23, 2016, the Internal Revenue Service issued a notice of proposed rulemaking (the "Proposed Regulations") and notice of public hearing containing proposed regulations that provided guidance regarding the definition of political subdivision for purposes of the rules for tax-exempt bonds, including determinations of entities that are valid issuers of tax-exempt bonds. 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." The Proposed Regulations were officially withdrawn on October 20, 2017. See "BONDOWNERS' RISKS – IRS Examination and Audit Risk" herein.

Original Issue Discount

Certain of the Series 2026 Bonds (the "Discount Bonds") may be offered and sold to the public at an original issue discount, which is the excess of the principal amount of the Discount Bonds over the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity was sold. Original issue discount represents interest which is excluded from gross income for federal income tax purposes to the same extent as interest on the Discount Bonds. Original issue discount will accrue over the term of a Discount Bond at a constant interest rate compounded semi-annually. An initial purchaser who acquires a Discount Bond at the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period such purchaser holds such Discount Bond and will increase its adjusted basis in such Discount Bond by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bond. The federal income tax consequences of the purchase, ownership and prepayment, sale or other disposition of Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Owners of Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, prepayment or other disposition of such Discount Bonds and with respect to the state and local tax consequences of owning and disposing of such Discount Bonds.

Bond Premium

Certain of the Series 2026 Bonds (the "Premium Bonds") may be offered and sold to the public at a price in excess of the principal amount of such Premium Bond, which excess constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of the Premium Bonds which term ends on the earlier of the maturity or call date for each Premium Bond which minimizes the yield on said Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. The federal income tax consequences of the purchase, ownership and sale or other disposition of Premium Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

AGREEMENT BY THE STATE

Under the Act, the State pledges to the holders of any bonds issued thereunder, including the Series 2026 Bonds, that it will not limit or alter the rights of the District to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the Assessment Area Two Project and the Assessment Area Three

Project 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 the Series 2026 Bonds 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 which 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 Series 2026 Bonds may initially be sold by the District only to "accredited investors" within the meaning of Chapter 517, Florida Statutes and the rules promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfers in any secondary market for the Series 2026 Bonds. Investment in the Series 2026 Bonds poses certain economic risks. No dealer, broker, salesperson 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.

The Series 2026 Bonds will be issued in fully registered form, without coupons, in authorized denominations of $5,000 and any integral multiple thereof, provided, however, if any initial Beneficial Owner of Series 2026 Bonds does not purchase at least $100,000 of the Series 2026 Bonds at the time of initial delivery of the Series 2026 Bonds, such Beneficial Owner must execute and deliver to the District and the Underwriter on the date of delivery of the Series 2026 Bonds the investor letter in the form attached to the Indentures 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.

ENFORCEABILITY OF REMEDIES

The remedies available to the Owners of the Series 2026 Bonds upon an Event of Default under the Indentures 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 Indentures may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2026 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 enacted before or after such delivery.

LITIGATION

The District

There is no litigation against the District 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 Series 2026 Bonds, or in any way contesting or affecting (i) the validity of the Series 2026 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 Series 2026 Bonds, (iii) the existence or powers of the District or (iv) the validity of the Series 2026-1 Assessment Proceedings or Series 2026-2 Assessment Proceedings.

The Land Bank

There is no litigation of any nature now pending or, to the knowledge of the Land Bank, threatened, which could reasonably be expected to have a material and adverse effect upon the completion of the Assessment Area Three Project or the development of Assessment Area Three, as described herein, materially and adversely affect the ability of the Land Bank to pay the Series 2026-2 Assessments imposed against the land within Assessment Area Three owned by the Land Bank or materially and adversely affect the ability of the Land Bank to perform its various obligations described in this Limited Offering Memorandum.

Tri Pointe

There is no litigation of any nature now pending (with proper service of process to Tri Pointe having been accomplished) or, to the knowledge of Tri Pointe, threatened, which could reasonably be expected to have a material and adverse effect upon the completion of the Assessment Area Three Project or the development of Assessment Area Three, as described herein, materially and adversely affect the ability of Tri Pointe to pay the Series 2026-2 Assessments imposed against the land within Assessment Area Three to be owned by Tri Pointe or materially and adversely affect the ability of Tri Pointe to perform its various obligations with respect to the development of Assessment Area Three and pursuant to the agreements with the District relating to Assessment Area Three to which it is a party, as described in this Limited Offering Memorandum.

Stanley Martin

There is no litigation of any nature now pending or, to the knowledge of Stanley Martin, threatened, which could reasonably be expected to have a material and adverse effect upon the completion of the Assessment Area Two Project or the development of Assessment Area Two, as described herein, materially and adversely affect the ability of Stanley Martin to pay the Series 2026-1 Assessments imposed against the land within Assessment Area Two owned by Stanley Martin or materially and adversely affect the ability of Stanley Martin to perform its various obligations described in this Limited Offering Memorandum.

CONTINGENT FEES

The District has retained Bond Counsel, District Counsel, the District Engineer, the Methodology Consultant, the Underwriter (who has retained Underwriter's counsel) and the Trustee (who has retained Trustee's Counsel), with respect to the authorization, sale, execution and delivery of the Series 2026 Bonds. Except for the payment of fees to District Counsel, the District Engineer and the Methodology Consultant, the payment of fees of the other professionals is each contingent upon the issuance of the Series 2026 Bonds.

NO RATING

No application for a rating for the Series 2026 Bonds has been made to any rating agency, nor is there any reason to believe that an investment grade rating for the Series 2026 Bonds would have been obtained if application had been made.

EXPERTS

The Engineer's Report included in APPENDIX C to this Limited Offering Memorandum has been prepared by Pape-Dawson Consulting Engineers, LLC, Orlando, Florida, the District Engineer. APPENDIX C should be read in its entirety for complete information with respect to the subjects discussed therein. Wrathell, Hunt & Associates, LLC, as Methodology Consultant, has prepared the Assessment Methodology set forth as APPENDIX D hereto. APPENDIX D should be read in its entirety for complete information with respect to the subjects discussed therein. Wrathell, Hunt & Associates, LLC is also serving as the District Manager of the District. As a condition to closing on the Series 2026 Bonds, both the District Engineer and the Methodology Consultant have consented to the inclusion of their reports in this Limited Offering Memorandum.

FINANCIAL INFORMATION

The District will covenant in the Disclosure Agreements (as defined below), the forms of which are set forth in APPENDIX E hereto, to provide its annual audit to the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Markets Access repository ("EMMA") as described in APPENDIX E, commencing with the audited financial statements of the District for the Fiscal Year ending September 30, 2026. Attached hereto as APPENDIX F is a copy of the District's unaudited financial statements for the period ended July 31, 2026.

Each community development district in Florida must have a separate website with certain information as set forth in Section 189.069, F.S. Under such statute, each district must post its proposed budget and final budget and a link to the auditor general's website (and the district's audit) on a district website or the website of the municipal or county government. The District currently has a website in place and is presently in compliance with the statutory guidelines required by Section 189.069, Florida Statutes, as amended.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Rule 69W-400.003, Rules of Government Securities under Section 517.051(1), Florida Statutes, promulgated by the Florida Department of Financial Services, Office of Financial Regulation, Division of Securities and Finance ("Rule 69W-400.003"), requires the District to disclose each and every default as to the payment of principal and interest with respect to obligations issued or guaranteed by the District after December 31, 1975. Rule 69W-400.003 further provides, however, that if the District, in good faith, believes that such disclosures would not be considered material by a reasonable investor, such disclosures may be omitted. The District is not and has never been in default as to principal or interest on its bonds or other debt obligations.

CONTINUING DISCLOSURE

The District will enter into two separate Continuing Disclosure Agreements (collectively, the "Disclosure Agreements" and each, a "Disclosure Agreement"), with (i) Stanley Martin and (ii) the Land Bank and Tri Pointe, the proposed forms of which are set forth in APPENDIX E. The Disclosure Agreement with Stanley Martin is for the benefit of the Series 2026-1 Bondholders (including owners of beneficial interests in such Series 2026-1 Bonds) and the Disclosure Agreement with the Land Bank and Tri Pointe is for the benefit of the Series 2026-2 Bondholders (including owners of beneficial interests in such Series 2026-2 Bonds). Pursuant to each Disclosure Agreement, the District will be required to provide certain annual financial information and operating data by the dates prescribed therein through EMMA (the "District Reports"). In addition, the Disclosure Agreement with Stanley Martin will require Stanley Martin,

while it is an Obligated Person thereunder, to provide certain financial information and operating data on a quarterly basis relating to Assessment Area Two, and the Disclosure Agreement with the Land Bank and Tri Pointe will require such entities, while either is an Obligated Person thereunder, to provide certain financial information and operating data on a quarterly basis relating to Assessment Area Three, in each case, by the dates prescribed in the applicable Disclosure Agreements (together with the District Reports, the "Reports") through EMMA. In addition, certain listed events must be disclosed through EMMA within a prescribed time period. The specific nature of the information to be contained in the Reports is set forth in "APPENDIX E – PROPOSED FORMS OF CONTINUING DISCLOSURE AGREEMENTS" attached hereto. Under certain circumstances, the failure of the District, the Land Bank or either of the Developers, as applicable, to comply with their respective obligations under the applicable Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an Event of Default under the applicable Indentures, but such event of default under the applicable Disclosure Agreement would allow the Series 2026-1 Bondholders (including owners of beneficial interests in such Series 2026-1 Bonds) or the Series 2026-2 Bondholders (including owners of beneficial interests in such Series 2026-2 Bonds), as applicable, to bring an action for specific performance.

The District has previously entered into continuing disclosure obligations in connection with Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), relating to the Assessment Area One Bonds. During the past year, the District has been in material compliance with such continuing disclosure obligation. The District has appointed the District Manager to initially serve as the Dissemination Agent for the Series 2026 Bonds.

Stanley Martin has represented and warranted that to its knowledge it has provided on a timely basis all reporting information requested by the applicable dissemination agent with respect to prior continuing disclosure agreements entered into pursuant to the Rule.

Tri Pointe will represent in connection with the issuance of the Series 2026-2 Bonds that to the actual knowledge of Tri Pointe, Tri Pointe has not failed to comply in any material respect with its previous continuing disclosure undertakings in connection with the Rule, to provide periodic continuing disclosure reports or notices of listed events within the past five years. The Land Bank represents that, during the past five (5) years, the Land Bank has been in compliance with all of its prior continuing disclosure undertakings in connection with the Rule. See "APPENDIX E – PROPOSED FORMS OF CONTINUING DISCLOSURE AGREEMENTS."

UNDERWRITING

FMSbonds, Inc. (the "Underwriter") has agreed, pursuant to a contract with the District, subject to certain conditions, to purchase the (i) Series 2026-1 Bonds from the District at a purchase price of $_____ (representing the par amount of the Series 2026-1 Bonds, **[**plus**]** **[**less**]** **[**net**]** original issue **[**premium**]** **[**discount**]** of $_____ and less an Underwriter's discount of $_____) and (ii) Series 2026-2 Bonds from the District at a purchase price of $_____ (representing the par amount of the Series 2026-2 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 Series 2026 Bonds if any are purchased.

The Underwriter intends to offer the Series 2026 Bonds to accredited investors at the offering prices set forth on the inside cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Series 2026 Bonds may be offered and sold to certain dealers, banks and others

at prices lower than the initial offering prices set forth on the inside cover page of this Limited Offering Memorandum, and such initial offering prices may be changed from time to time by the Underwriter.

VALIDATION

The Series 2026 Bonds to be issued pursuant to the Indentures were validated by final judgment of the Circuit Court of the Fifth Judicial Circuit of Florida in and for the County, rendered on October 29, 2024. The period of time for appeal of the judgment of validation of the Series 2026 Bonds expired on November 28, 2024, with no appeals being taken.

LEGAL MATTERS

Certain legal matters related to the authorization, sale and delivery of the Series 2026 Bonds are subject to the approval of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel, Squire Patton Boggs (US) LLP, Miami, Florida. Certain legal matters will be passed upon for the District by its counsel, Kutak Rock LLP, Tallahassee, Florida. Certain legal matters will be passed upon for Tri Pointe by its special counsel, Holland & Knight LLP, West Palm Beach, Florida. Certain legal matters will be passed upon for Stanley Martin by its counsel, Lowndes, Drosdick, Doster, Kantor & Reed, P.A., Orlando, Florida. Certain legal matters will be passed upon for the Land Bank by its counsel, Fishback Dominick LLP, Winter Park, Florida.

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 Series 2026 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 Series 2026 Bonds and may not be reproduced or used, as a whole or in part, for any purpose. This Limited Offering Memorandum is not to be construed as a contract with the purchasers or the Beneficial Owners of any of the Series 2026 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.

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairperson, Board of Supervisors

APPENDIX A

COPY OF MASTER INDENTURE AND PROPOSED FORMS OF SECOND SUPPLEMENTAL INDENTURE AND THIRD SUPPLEMENTAL INDENTURE

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MASTER TRUST INDENTURE

BETWEEN

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

AND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,

AS TRUSTEE

Dated as of January 1, 2026

TABLE OF CONTENTS

ARTICLE I
DEFINITIONS

SECTION 101. MEANING OF WORDS AND TERMS 3
SECTION 102. RULES OF CONSTRUCTION 17

ARTICLE II
FORM, EXECUTION, DELIVERY AND DESIGNATION OF BONDS

SECTION 201. ISSUANCE OF BONDS 17
SECTION 202. DETAILS OF BONDS 18
SECTION 203. EXECUTION AND FORM OF BONDS 18
SECTION 204. NEGOTIABILITY, REGISTRATION AND TRANSFER OF BONDS 19
SECTION 205. OWNERSHIP OF BONDS 19
SECTION 206. SPECIAL OBLIGATIONS 20
SECTION 207. AUTHORIZATION OF BONDS 20
SECTION 208. MUTILATED, DESTROYED OR LOST BONDS 22
SECTION 209. PARITY OBLIGATIONS UNDER CREDIT AGREEMENTS 22
SECTION 210. BOND ANTICIPATION NOTES 22
SECTION 211. TAX STATUS OF BONDS 23

ARTICLE III
REDEMPTION OF BONDS

SECTION 301. REDEMPTION GENERALLY 23
SECTION 302. NOTICE OF REDEMPTION; PROCEDURE FOR SELECTION 24
SECTION 303. EFFECT OF CALLING FOR REDEMPTION 25
SECTION 304. CANCELLATION 26

ARTICLE IV
ACQUISITION AND CONSTRUCTION FUND

SECTION 401. ACQUISITION AND CONSTRUCTION FUND 26
SECTION 402. PAYMENTS FROM ACQUISITION AND CONSTRUCTION FUND 26
SECTION 403. COST OF A SERIES PROJECT 26
SECTION 404. DISPOSITION OF BALANCES IN ACQUISITION AND CONSTRUCTION FUND 28

ARTICLE V
ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

SECTION 501. LIEN 29
SECTION 502. ESTABLISHMENT OF FUNDS 29
SECTION 503. ACQUISITION AND CONSTRUCTION FUND 30
SECTION 504. REVENUE FUND 31
SECTION 505. DEBT SERVICE FUND 32
SECTION 506. OPTIONAL REDEMPTION 34
SECTION 507. REBATE FUND 36

SECTION 508. INVESTMENT OF FUNDS AND ACCOUNTS 37
SECTION 509. DEFICIENCIES AND SURPLUSES IN FUNDS AND ACCOUNTS 39
SECTION 510. INVESTMENT INCOME 39
SECTION 511. CANCELLATION OF BONDS 40

ARTICLE VI
CONCERNING THE TRUSTEE

SECTION 601. ACCEPTANCE OF TRUST 40
SECTION 602. NO RESPONSIBILITY FOR RECITALS 40
SECTION 603. TRUSTEE MAY ACT THROUGH AGENTS; ANSWERABLE ONLY FOR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE 40
SECTION 604. COMPENSATION AND INDEMNITY 41
SECTION 605. NO DUTY TO RENEW INSURANCE 41
SECTION 606. NOTICE OF DEFAULT; RIGHT TO INVESTIGATE 41
SECTION 607. OBLIGATION TO ACT ON DEFAULT 42
SECTION 608. RELIANCE BY TRUSTEE 42
SECTION 609. TRUSTEE MAY DEAL IN BONDS 42
SECTION 610. CONSTRUCTION OF AMBIGUOUS PROVISION 42
SECTION 611. RESIGNATION OF TRUSTEE 42
SECTION 612. REMOVAL OF TRUSTEE 43
SECTION 613. APPOINTMENT OF SUCCESSOR TRUSTEE 43
SECTION 614. QUALIFICATION OF SUCCESSOR TRUSTEE 44
SECTION 615. INSTRUMENTS OF SUCCESSION 44
SECTION 616. MERGER OF TRUSTEE 44
SECTION 617. RESIGNATION OF PAYING AGENT OR BOND REGISTRAR 45
SECTION 618. REMOVAL OF PAYING AGENT OR BOND REGISTRAR 45
SECTION 619. APPOINTMENT OF SUCCESSOR PAYING AGENT OR BOND REGISTRAR 45
SECTION 620. QUALIFICATIONS OF SUCCESSOR PAYING AGENT OR BOND REGISTRAR 46
SECTION 621. ACCEPTANCE OF DUTIES BY SUCCESSOR PAYING AGENT OR BOND REGISTRAR 46
SECTION 622. SUCCESSOR BY MERGER OR CONSOLIDATION 46
SECTION 623. BROKERAGE STATEMENTS 46
SECTION 624. PATRIOT ACT REQUIREMENTS OF THE TRUSTEE 47

ARTICLE VII
FUNDS CONSTITUTE TRUST FUNDS

SECTION 701. TRUST FUNDS 47

ARTICLE VIII
COVENANTS AND AGREEMENTS OF THE DISTRICT

SECTION 801. PAYMENT OF BONDS 48
SECTION 802. EXTENSION OF PAYMENT OF BONDS 48
SECTION 803. FURTHER ASSURANCE 48
SECTION 804. POWER TO ISSUE BONDS AND CREATE A LIEN 48
SECTION 805. POWER TO UNDERTAKE SERIES PROJECTS AND TO COLLECT PLEDGED REVENUES 48
SECTION 806. SALE OF SERIES PROJECTS 49
SECTION 807. COMPLETION AND MAINTENANCE OF SERIES PROJECTS 49
SECTION 808. ACCOUNTS AND REPORTS 50
SECTION 809. ARBITRAGE AND OTHER TAX COVENANTS 51
SECTION 810. ENFORCEMENT OF PAYMENT OF ASSESSMENTS 51
SECTION 811. METHOD OF COLLECTION OF ASSESSMENTS AND BENEFIT SPECIAL ASSESSMENTS 51
SECTION 812. DELINQUENT ASSESSMENTS 51
SECTION 813. DEPOSIT OF PROCEEDS FROM SALE OF TAX CERTIFICATES 52
SECTION 814. SALE OF TAX DEED OR FORECLOSURE OF ASSESSMENT OR BENEFIT SPECIAL ASSESSMENT LIEN 52
SECTION 815. OTHER OBLIGATIONS PAYABLE FROM ASSESSMENTS OR BENEFIT SPECIAL ASSESSMENTS 53
SECTION 816. RE-ASSESSMENTS 53
SECTION 817. GENERAL 53
SECTION 818. CONTINUING DISCLOSURE 54

ARTICLE IX
EVENTS OF DEFAULT AND REMEDIES

SECTION 901. EXTENSION OF INTEREST PAYMENT 54
SECTION 902. EVENTS OF DEFAULT 54
SECTION 903. ACCELERATION OF MATURITIES OF BONDS OF A SERIES UNDER CERTAIN CIRCUMSTANCES 56
SECTION 904. ENFORCEMENT OF REMEDIES 56
SECTION 905. PRO RATA APPLICATION OF FUNDS AMONG OWNERS OF A SERIES OF BONDS 58
SECTION 906. EFFECT OF DISCONTINUANCE OF PROCEEDINGS 60
SECTION 907. RESTRICTION ON INDIVIDUAL OWNER ACTIONS 60
SECTION 908. NO REMEDY EXCLUSIVE 60
SECTION 909. DELAY NOT A WAIVER 60
SECTION 910. RIGHT TO ENFORCE PAYMENT OF BONDS 60
SECTION 911. NO CROSS DEFAULT AMONG SERIES 60
SECTION 912. INDEMNIFICATION 61
SECTION 913. PROVISIONS RELATING TO BANKRUPTCY OR INSOLVENCY OF LANDOWNER 61

ARTICLE X
EXECUTION OF INSTRUMENTS BY OWNERS AND PROOF OF OWNERSHIP OF BONDS

SECTION 1001. EXECUTION OF INSTRUMENTS BY OWNERS AND PROOF OF OWNERSHIP OF BONDS 63
SECTION 1002. DEPOSIT OF BONDS 64

ARTICLE XI
SUPPLEMENTAL INDENTURES

SECTION 1101. SUPPLEMENTAL INDENTURES WITHOUT OWNER CONSENT 64
SECTION 1102. SUPPLEMENTAL INDENTURES WITH OWNER CONSENT 65
SECTION 1103. OPINION OF BOND COUNSEL WITH RESPECT TO SUPPLEMENTAL INDENTURE 66
SECTION 1104. SUPPLEMENTAL INDENTURE PART OF INDENTURE 67
SECTION 1105. INSURER OR ISSUER OF A CREDIT FACILITY OR LIQUIDITY FACILITY AS OWNER OF BONDS 67

ARTICLE XII
DEFEASANCE

SECTION 1201. DEFEASANCE AND DISCHARGE OF THE LIEN OF THIS MASTER INDENTURE AND SUPPLEMENTAL INDENTURES 68
SECTION 1202. MONEYS HELD IN TRUST 72

ARTICLE XIII
MISCELLANEOUS PROVISIONS

SECTION 1301. EFFECT OF COVENANT 72
SECTION 1302. MANNER OF GIVING NOTICE TO THE DISTRICT AND THE TRUSTEE 73
SECTION 1303. MANNER OF GIVING NOTICE TO THE OWNERS 73
SECTION 1304. SUCCESSORSHIP OF DISTRICT OFFICERS 73
SECTION 1305. INCONSISTENT PROVISIONS 74
SECTION 1306. FURTHER ACTS; COUNTERPARTS 74
SECTION 1307. HEADINGS NOT PART OF INDENTURE 74
SECTION 1308. EFFECT OF PARTIAL INVALIDITY 74
SECTION 1309. ATTORNEYS' FEES 74
SECTION 1310. EFFECTIVE DATE 75

EXHIBIT A – FORM OF REQUISITION

MASTER TRUST INDENTURE

THIS MASTER TRUST INDENTURE is dated as of January 1, 2026, between **SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida (the "District"), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as trustee (the "Trustee"), a national banking association and having the authority to exercise corporate trust powers, with its designated corporate trust office located at 500 West Cypress Creek Road, Suite 460, Fort Lauderdale, Florida 33309, Attention: Corporate Trust Department.

WHEREAS, the District is a community development district duly organized and existing under the provisions of Chapter 190, Florida Statutes (the "Act"), for the purpose, among other things, of financing and managing the acquisition, construction, installation, maintenance, and operation of the major infrastructure within and without the boundaries of the District; and

WHEREAS, the District has the power and authority under the Act to issue special assessment bonds and revenue bonds and to use the proceeds thereof to finance the cost of acquiring and constructing assessable improvements (as defined in the Act) and, by virtue of Section 190.022 of the Act, to levy and collect special assessments therefor as provided in Chapter 170, Florida Statutes, and to levy and collect user charges and fees therefor as provided in Section 190.011, Florida Statutes; and

WHEREAS, additionally, the District has the power and authority under the Act to levy and collect Benefit Special Assessments (hereinafter defined) and Operation and Maintenance Assessments (hereinafter defined); and

WHEREAS, the District has found and determined and does hereby find and determine, that acquisition and construction of the Series Projects (hereinafter defined) is and will be necessary and desirable in serving the District's goal of properly managing the acquisition, construction, installation and operation of portions of the infrastructure within and without the boundaries of the District; and

WHEREAS, the execution and delivery of the Bonds (hereinafter defined) and of this Master Indenture (hereinafter defined) have been duly authorized by the Governing Body (hereinafter defined) of the District and all things necessary to make the Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Master Indenture a valid and binding agreement and a valid and binding lien on the Trust Estate (hereinafter defined) have been done;

NOW, THEREFORE, THIS MASTER TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the District, in consideration of the premises and acceptance by the Trustee of the trusts hereby created and the purchase and acceptance of the Bonds by the Owners (hereinafter defined), and of the sum of ten dollars ($10.00), lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of this Master Indenture, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds of a Series (hereinafter defined) issued hereunder according to their tenor and effect and to secure the performance and observance by the District of all of the covenants expressed or implied herein, in the Supplemental Indenture authorizing the issuance of such Series of Bonds and in the Bonds of such Series, does hereby assign and grant a security interest in the following (herein called the "Trust Estate") to the Trustee and its successors in trust, and assigns forever, for the securing of the performance of the obligations of the District herein set forth: (a) the Pledged Revenues (hereinafter defined) and Pledged Funds (hereinafter defined); and (b) any and all property of every kind or description which may from time to time hereafter be sold, transferred, conveyed, assigned, hypothecated, endorsed, deposited, pledged, granted or delivered to, or deposited with, the Trustee as security for any Series of Bonds issued pursuant to this Master Indenture by the District or anyone on its behalf or with its consent, or which pursuant to any of the provisions hereof or of the Supplemental Indenture securing such Series of Bonds may come into the possession or control of the Trustee or of a lawfully appointed receiver, as such additional security, and the Trustee is hereby authorized to receive any and all such property as and for security for the payment of such Series of Bonds and the interest and premium, if any, thereon, and to hold and apply all such property subject to the terms hereof, it being expressly understood and agreed that except as otherwise provided herein or in a Supplemental Indenture, the Trust Estate established and held hereunder for Bonds of a Series shall be held separate and in trust solely for the benefit of the Owners of the Bonds of such Series and for no other Series;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or held or hereafter acquired, forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth (a) for the equal and proportionate benefit and security of all present and future Owners of the Bonds of a Series, without preference of any Bond of such Series over any other Bond of such Series, (b) for enforcement of the payment of the Bonds of a Series, in accordance with their terms and the terms of this Master Indenture and the Supplemental Indenture authorizing the issuance of such Series of Bonds, and all other sums payable hereunder, under the Supplemental Indenture authorizing such Series of Bonds or on the Bonds of such Series, and (c) for the enforcement of and compliance with the obligations, covenants and conditions of this Master Indenture except as otherwise expressly provided herein, as if all the Bonds at any time Outstanding (hereinafter defined) had been authenticated, executed and delivered simultaneously with the execution and delivery of this Master Indenture, all as herein set forth.

IT IS HEREBY COVENANTED, DECLARED AND AGREED that (a) this Master Indenture creates a continuing lien equally and ratably to secure the payment in full of the principal of, premium, if any, and interest on all Bonds of a Series which may from time to time be Outstanding hereunder, except as otherwise expressly provided herein, (b) the Trust Estate shall immediately be subject to the lien of this pledge and assignment without any physical delivery thereof or further act, (c) the lien of this pledge and assignment shall be a first lien and shall be valid and binding against all parties having any claims of any kind in tort, contract or otherwise against the District, irrespective of whether such parties have notice thereof, and (d) the Bonds of a Series are to be issued, authenticated and delivered, and the Trust Estate is to be held, dealt with, and disposed of by the Trustee, upon and subject to the terms, covenants, conditions, uses, agreements and trusts set forth in this Master Indenture and the Supplemental Indenture authorizing the issuance of such Series of Bonds and the District covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective Owners from time to time of the Bonds of each respective Series, as follows:

ARTICLE I
DEFINITIONS

Section 101. Meaning of Words and Terms. The following words and terms used in this Master Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Accountant" shall mean the independent certified public accountant or independent certified public accounting firm retained by the District to perform the duties of the Accountant under this Master Indenture.

"Accountant's Certificate" shall mean an opinion signed by an independent certified public accountant or firm of certified public accountants (which may be the Accountant) from time to time selected by the District.

"Accounts" shall mean all accounts created hereunder or pursuant to a Supplemental Indenture, except the Series Rebate Account within the Rebate Fund.

"Accreted Value" shall mean, as of the date of computation with respect to any Capital Appreciation Bonds, an amount (truncated to three (3) decimal places)

equal to the original principal amount of such Capital Appreciation Bonds at the date of issuance plus the interest accrued on such Capital Appreciation Bonds from the date of original issuance of such Capital Appreciation Bonds to the date of computation, such interest to accrue at the rate of interest per annum of the Capital Appreciation Bonds (or in accordance with a table of compound accreted values set forth in such Capital Appreciation Bonds), compounded semi-annually on each Interest Payment Date; provided, however, that if the date with respect to which any such computation is made is not an Interest Payment Date, the Accreted Value of any Capital Appreciation Bond as of such date shall be the amount determined by compounding the Accreted Value of such Capital Appreciation Bond as of the immediately preceding Interest Payment Date (or the date of original issuance if the date of computation is prior to the first Interest Payment Date succeeding the date of original issuance) at the rate of interest per annum of the Capital Appreciation Bonds for the partial semi-annual compounding period determined by dividing (x) the number of days elapsed (determined on the basis of a 360-day year comprised of twelve (12) thirty (30) day months) from the immediately preceding Interest Payment Date (or the date of original issuance if the date of computation is prior to the first Interest Payment Date succeeding the date of original issuance), by (y) 180. A table of Accreted Values for the Capital Appreciation Bonds shall be incorporated in a Supplemental Indenture executed by the District upon issuance of any Capital Appreciation Bonds.

"Acquisition and Construction Fund" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"Act" shall mean Chapter 190, Florida Statutes, as amended from time to time.

"Additional Bonds" shall mean Bonds ranking on a parity with a Series of Bonds issued under a Supplemental Indenture, provided that such Supplemental Indenture allows for the issuance of parity Bonds.

"Amortization Installments" shall mean the moneys required to be deposited in a Series Sinking Fund Account within a Series Debt Service Account within the Debt Service Fund for the purpose of redeeming and paying when due any Term Bonds, the specific amounts and dates of such deposits to be set forth in a Supplemental Indenture.

"Assessments" shall mean all assessments levied and collected by or on behalf of the District pursuant to Section 190.022 of the Act, together with the interest specified by resolution adopted by the Governing Body, the interest specified in Chapter 170, Florida Statutes, if any such interest is collected by or on behalf of the Governing Body, and any applicable penalties collected by or on behalf of the District, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Delinquent Assessments

and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds. Assessments shall not include Operation and Maintenance Assessments.

"Authorized Denomination" shall, except as provided in any Supplemental Indenture relating to a Series of Bonds, mean the denomination of $5,000 or any integral multiple thereof.

"Authorized Officer" shall mean any person authorized by the District in writing directed to the Trustee to perform the act or sign the document in question.

"Beneficial Owners" shall have the meaning given such term by DTC so long as it is the registered Owner through its nominee, Cede & Co., of the Bonds as to which such reference is made to enable such Bonds to be held in book-entry only form, and shall otherwise mean the registered Owner on the registration books of the District maintained by the Bond Registrar.

"Benefit Special Assessments" shall mean benefit special assessments levied and collected in accordance with Section 190.021(2) of the Act, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Benefit Special Assessments which are not paid in full when due and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds.

"Bond Anticipation Notes" shall mean bond anticipation notes issued pursuant to a Supplemental Indenture in anticipation of the sale of an authorized Series of Bonds and in a principal amount not exceeding the principal amount of such anticipated Series of Bonds.

"Bond Counsel" shall mean an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the District.

"Bond Registrar" shall mean the bank or trust company designated as such by Supplemental Indenture with respect to a Series of Bonds for the purpose of maintaining the registration books of the District reflecting the names, addresses, and other identifying information of the Owners of Bonds of such Series.

"Bond Year" shall mean, unless otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, the period commencing on the first day of May in each year and ending on the last day of April of the following year.

"Bonds" shall mean the Outstanding Bonds of all Series.

"Business Day" shall mean any day excluding Saturday, Sunday or any other day on which banks in the cities in which the designated corporate trust office of the Trustee or the Paying Agent are located are authorized or required by law or other governmental action to close and on which the Trustee or Paying Agent, or both, is closed.

"Capital Appreciation Bonds" shall mean Bonds issued under this Master Indenture and any Supplemental Indenture as to which interest is compounded periodically on each of the applicable periodic dates designated for compounding and payable in an amount equal to the then-current Accreted Value only at the maturity or earlier redemption thereof, all as so designated in a Supplemental Indenture of the District providing for the issuance thereof.

"Capitalized Interest" shall mean, with respect to the interest due or to be due on a Series of Bonds prior to, during and for a period not exceeding one year after the completion of the Series Project to be funded by such Series of Bonds, all or part of such interest which will be paid, or is expected to be paid, from the proceeds of such Series of Bonds.

"Chairman" shall mean the Chairman or Vice Chairman of the Governing Body of the District, or his or her designee, or the person succeeding to his or her principal functions.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or any successor provisions thereto and the regulations promulgated thereunder or under the Internal Revenue Code of 1954, as amended, if applicable, or any successor provisions thereto.

"Completion Bonds" shall mean Bonds issued pursuant to a Supplemental Indenture ranking on a parity with the Series of Bonds issued under such Supplemental Indenture, the proceeds of which are to be used to complete the Series Project.

"Connection Fees" shall mean all fees and charges assessed by the District to users for the actual costs of connecting to a utility system of the District.

"Consulting Engineer" shall mean the independent engineer or engineering firm or corporation employed by the District in connection with any Series Project to perform and carry out the duties of the Consulting Engineer under this Master Indenture or any Supplemental Indenture.

"Continuing Disclosure Agreement" shall mean a Continuing Disclosure Agreement, by and among the District, the dissemination agent named therein, and any other "obligated person" 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"*** as applied to a Series Project, shall include the cost of acquisition and construction thereof and all obligations and expenses relating thereto including, but not limited to, those items of cost which are set forth in Section 403 hereof.

"Credit Facility" or ***"Liquidity Facility"*** shall mean a letter of credit, a municipal bond insurance policy, a surety bond or other similar agreement issued by a banking institution or other entity satisfactory to the District and providing for the payment of the principal of, interest on or purchase price of a Series of Bonds or any alternate or substitute Credit Facility or Liquidity Facility if then in effect.

"Current Interest Bonds" shall mean Bonds of a Series the interest on which is payable at least annually.

"Date of Completion" with respect to a Series Project shall mean: (a) the date upon which such Project and all components thereof have been acquired or constructed and are capable of performing the functions for which they were intended, as evidenced by a certificate of the Consulting Engineer filed with the Trustee and the District; or (b) the date on which the District determines, upon the recommendation of or in consultation with the Consulting Engineer, that it cannot complete such Project in a sound and economical manner within a reasonable period of time as evidenced by a certificate of the Consulting Engineer of the District filed with the Trustee and the District; provided that in each case such certificate of the Consulting Engineer shall set forth the amount of all Costs of such Project which has theretofore been incurred, but which on the Date of Completion is or will be unpaid or unreimbursed.

"Debt Service" shall mean collectively the principal (including Amortization Installments), interest, and redemption premium, if any, payable with respect to the Bonds.

"Debt Service Fund" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"Delinquent Assessments" shall mean, collectively, any and all installments of any Assessments which are not paid when due, including any applicable grace period under State law or District proceedings.

"Depository" shall mean any bank or trust company duly authorized by law to engage in the banking business and designated by the District as a depository of moneys subject to the provisions of this Master Indenture.

"Direct Billed" shall mean Assessments, Benefit Special Assessments or Operation and Maintenance Assessments, as applicable within the context in which such reference is made, which are billed directly by the District rather than collected on the tax bill using the Uniform Method.

"District" shall mean the Sugarloaf Community Development District, a community development district established pursuant to the Act, or any successor thereto which succeeds to the obligations of the District hereunder.

"DTC" shall mean The Depository Trust Company, and its successors and assigns.

"Engineer's Certificate" shall mean a certificate of the Consulting Engineer or of such other engineer or firm of engineers having a favorable repute for skill and experience in the engineering matters with respect to which such certification is required by this Master Indenture.

"Event of Default" shall mean any of the events described in Section 902 hereof.

"Federal Securities" shall mean, to the extent permitted by law for investment as contemplated in this Master Indenture and any Supplemental Indenture, (a) Government Obligations, (b) any Tax-Exempt Obligations which are fully secured as to principal and interest by an irrevocable pledge of Government Obligations, which Government Obligations are segregated in trust and pledged for the benefit of the holders of the Tax-Exempt Obligations, (c) certificates of ownership of the principal or interest of Government Obligations, which Government Obligations are held in trust, and (d) investment agreements at least one hundred percent (100%) collateralized by obligations described in clauses (a), (b) or (c) above.

"Fiscal Year" shall mean the fiscal year of the District in effect from time to time, which shall initially mean the period commencing on the first day of October of any year and ending on the last day of September of the following year.

"Funds" shall mean all funds, except the Rebate Fund, created pursuant to Section 502 hereof.

"Governing Body" shall mean the Board of Supervisors of the District.

"Government Obligations" shall mean direct obligations of, or obligations the payment of which is unconditionally guaranteed by, the United States of America.

"Indenture" shall mean this Master Indenture, as amended and supplemented from time to time by a Supplemental Indenture or indentures and shall mean when used with respect to a Series of Bonds issued hereunder, this Master Indenture, as amended and supplemented by the Supplemental Indenture relating to such Series of Bonds.

"Insurer" shall mean the issuer of any municipal bond insurance policy insuring the timely payment of the principal of and interest on Bonds or any Series of Bonds.

"Interest Payment Date" shall mean the dates specified in a Supplemental Indenture with respect to a Series of Bonds upon which the principal of and/or interest on Bonds of such Series shall be due and payable in each Bond Year.

"Investment Obligations" shall mean and include, except as otherwise provided in the Supplemental Indenture providing for the authorization of Bond Anticipation Notes or Bonds, any of the following securities, if and to the extent that such securities are legal investments for funds of the District;

(a) Government Obligations;

(b) 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; 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;

(c) Direct and general obligations of any state of the United States, the payment of the principal of and interest on which the full faith and credit of such state is pledged, if at the time of their purchase such obligations are rated in either of the two highest rating categories without regard to gradations within any such categories by either S&P or Moody's;

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

(e) Bank or broker repurchase agreements fully secured by securities specified in (a) or (b) above, which may include repurchase agreements with the commercial banking department of the Trustee, provided that such securities are deposited with the Trustee, with a Federal Reserve Bank or with a bank or trust company (other than the seller of such securities) having a combined capital and surplus of not less than $100,000,000;

(f) A promissory note of a bank holding company rated in either of the two highest rating categories without regard to gradations within any such categories by either S&P or Moody's;

(g) Any short-term government fund or any money market fund whose assets consist of (a), (b) and (c) above;

(h) 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;

(i) Certificates evidencing a direct ownership interest in non-callable Government Obligations or in future interest or principal payments thereon held in a custody account by a custodian satisfactory to the Trustee;

(j) Obligations of any state of the United States of America or any political subdivision, public instrumentality or public authority of any such state which are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and which are fully secured by and payable solely from non-callable Government Obligations held pursuant to an escrow agreement; and

(k) The Local Government Surplus Funds Trust Fund as described in Section 218.405, Florida Statutes, or the corresponding provisions of subsequent laws.

Under all circumstances, the Trustee shall be entitled to rely on the direction of an Authorized Officer that any investment directed by the District is permitted under the Indenture and is a legal investment for funds of the District.

"Letter of Credit Agreement" shall mean any financing agreement relating to a Credit Facility for so long as such agreement will be in effect.

"Liquidity Agreement" shall mean any financing agreement relating to a Liquidity Facility for so long as such agreement will be in effect.

"Majority Owners" shall mean the Beneficial Owners of more than fifty percent (50%) of the aggregate principal amount of the Bonds of a Series then Outstanding or all of the Bonds then Outstanding, as applicable in the context within which such reference is made.

"Master Indenture" shall mean this Master Trust Indenture, as amended and supplemented from time to time in accordance with the provisions hereof.

"Maturity Amount" shall mean the amount due at maturity with respect to a Capital Appreciation Bond.

"Maximum Annual Debt Service Requirement" shall mean, at any given time of determination, the greatest amount of principal, interest and Amortization Installments coming due in any current or future Bond Year with regard to the Series of Bonds for which such calculation is made; provided, the amount of interest coming due in any Bond Year shall be reduced to the extent moneys derived from the proceeds of Bonds are used to pay interest in such Bond Year.

"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 is dissolved or liquidated or no longer performs the functions of a securities rating agency, Moody's will be deemed to refer to any other nationally recognized securities rating agency designated by the District by written notice to the Trustee.

"Operation and Maintenance Assessments" shall mean assessments described in Section 190.021(3) or 190.022(1) of the Act, for the maintenance of District facilities or the operations of the District.

"Option Bonds" shall mean Current Interest Bonds, which may be either Serial or Term Bonds, which by their terms may be tendered by and at the option of the Owner for purchase prior to the stated maturity thereof.

"Outstanding" when used with reference to Bonds, shall mean, as of a particular date, all Bonds theretofore authenticated and delivered under this Master Indenture, except:

(a) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds (or portions of Bonds) for the payment or redemption of which moneys, equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, shall be held in trust under this Master Indenture or Supplemental Indenture with respect to Bonds of any Series and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), provided that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given or provision satisfactory to the Trustee shall have been made for the giving of such notice as provided in Article III hereof or in the Supplemental Indenture relating to the Bonds of any Series;

(c) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to this Master Indenture and the Supplemental Indenture with respect to Bonds of a Series unless proof satisfactory to the Trustee is presented that any such Bonds are held by a bona fide purchaser in due course; and

(d) Bonds paid or deemed to have been paid as provided in this Master Indenture or in a Supplemental Indenture with respect to Bonds of a Series, including Bonds with respect to which payment or provision for payment has been made in accordance with Article XII hereof.

In addition, Bonds actually known by the Trustee to be held by or for the District will not be deemed to be Outstanding for the purposes and within the purview of Article IX and Article XI hereof.

"Owner" or ***"Owners"*** shall mean the registered owners from time to time of Bonds.

"Paying Agent" shall mean the bank or trust company designated by Supplemental Indenture with respect to a Series of Bonds as the place where Debt Service shall be payable with respect to such Series of Bonds and which accepts the duties of Paying Agent under this Master Indenture and under such Supplemental Indenture.

"Pledged Funds" shall mean all of the Series Pledged Funds.

"Pledged Revenues" shall mean all of the Series Pledged Revenues.

"Prepayments" shall mean any Assessments or Benefit Special Assessments, or portions thereof, which shall be paid to the District prior to the time such amounts become due, including but not limited to "true-up payments" due as part of the Assessments or an applicable agreement. Interest may be required to be paid with a Prepayment, but for purposes of this definition, Prepayments shall not include any interest paid on such Assessments.

"Property Appraiser" shall mean the Property Appraiser of Lake County, Florida, or the person succeeding to such officer's principal functions.

"Rebate Amount" shall mean the amount, if any, required to be rebated to the United States pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended, and the regulations and rulings thereunder.

"Rebate Analyst" shall mean the person or firm selected by the District to calculate the Rebate Amount, which person or firm shall have recognized expertise in the calculation of the Rebate Amount.

"Rebate Fund" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"Record Date" shall mean the fifteenth (15th) day of the calendar month next preceding any Debt Service payment date or, in the case of any proposed redemption of Bonds, the fifth (5th) day next preceding the date of mailing of notice

of such redemption, or if either of the foregoing days is not a Business Day, then the Business Day immediately preceding such day.

"Redemption Price" shall mean the principal of, premium, if any, and interest accrued to the date fixed for redemption of any Bond called for redemption pursuant to the provisions thereof, hereof and of the Supplemental Indenture pursuant to which such Bond is issued.

"Refunding Bonds" shall mean Bonds issued pursuant to provisions of this Master Indenture, the proceeds of which are used to refund one or more Series of Bonds then Outstanding.

"Reserve Fund" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"Revenue Fund" shall mean the fund so designated in, and created pursuant to, Section 502 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 business unit of Standard & Poor's Financial Services LLC, a limited liability company organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such entity is dissolved or liquidated or no longer performs the functions of a securities rating agency, S&P will be deemed to refer to any other nationally recognized securities rating agency designated by the District by written notice to the Trustee.

"Secretary" shall mean the Secretary or any Assistant Secretary to the Governing Body, or his or her designee, or the person succeeding to his or her principal functions.

"Serial Bonds" shall mean Bonds (other than Term Bonds) that mature in annual or semi-annual installments.

"Series" shall mean all of the Bonds authenticated and delivered on original issuance of a stipulated aggregate principal amount in a simultaneous transaction under and pursuant to the same Supplemental Indenture and any Bonds thereafter authenticated and delivered in lieu of or in substitution therefor pursuant to this Master Indenture and such 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 District upon original issuance.

"Series Acquisition and Construction Account" shall mean the account within the Acquisition and Construction Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Capitalized Interest Account" shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Costs of Issuance Account" shall mean the account within the Acquisition and Construction Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Debt Service Account" shall mean the account within the Debt Service Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Interest Account" shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Optional Redemption Subaccount" shall mean the subaccount within a Series Redemption Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Pledged Funds" shall mean all amounts on deposit from time to time in the Funds and Accounts and designated in the Supplemental Indenture relating to such Series of Bonds as pledged to the payment of such Series of Bonds; provided, however, such term shall not include any amounts on deposit in a Series Rebate Account in the Rebate Fund.

"Series Pledged Revenues" shall mean the revenues designated as such by Supplemental Indenture and which shall constitute the security for and source of payment of a Series of Bonds and may consist of Assessments, Benefit Special Assessments, Connection Fees or other user fees or other revenues or combinations thereof imposed or levied by the District in accordance with the Act.

"Series Prepayment Subaccount" shall mean the subaccount within a Series Redemption Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Principal Account" shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Project" or ***"Series Projects"*** shall mean the acquisition, construction, equipping and/or improvement of capital projects to be located within

or without the District for the benefit of the District to be financed with all or a part of the proceeds of a Series of Bonds as shall be described in the Supplemental Indenture authorizing such Series of Bonds.

"Series Rebate Account" shall mean the account within the Rebate Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Redemption Account" shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Reserve Account" shall mean the account within the Reserve Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Reserve Account Requirement" shall mean the amount of money or other security which may be in the form of a reserve fund insurance policy or other security as may be required by the terms of a Supplemental Indenture to be deposited in or credited to a Series Reserve Account for a Series of Bonds; provided, however, that unless otherwise provided in the Supplemental Indenture relating to a Series of Bonds, as of any date of calculation for a particular Series Reserve Account, the "Series Reserve Account Requirement" shall be an amount equal to the lesser of (a) the Maximum Annual Debt Service Requirement for all Bonds of such Series then Outstanding, (b) 125% of the average annual debt service for all Bonds of such Series then Outstanding, or (c) the aggregate of ten percent (10%) of the proceeds of the Bonds of such Series calculated as of the date of original issuance thereof. In computing the Series Reserve Account Requirement in respect of any Series of Bonds that constitute Variable Rate Bonds, the interest rate on such Bonds shall be assumed to be the greater of (y) 110% of the daily average interest rate on such Variable Rate Bonds during the twelve (12) months ending with the month preceding the date of calculation, or such shorter period of time that such Series of Bonds shall have been Outstanding, or (z) the actual rate of interest borne by such Variable Rate Bonds on such date of calculation; provided, in no event shall the Series Reserve Account Requirement as adjusted on such date of calculation exceed the lesser of the amounts specified in the immediately preceding sentence. In computing the Series Reserve Account Requirement in accordance with clause (c) of this definition in respect of any Capital Appreciation Bonds, the principal amount of such Bonds shall be the original principal amount thereof, not the Accreted Value. A Supplemental Indenture may provide that the Series Reserve Account Requirement for a Series is zero.

"Series Revenue Account" shall mean the account within the Revenue Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Sinking Fund Account" shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Trust Estate" shall mean the Trust Estate for a Series of Bonds established by Supplemental Indenture for such Series of Bonds.

"State" shall mean the State of Florida.

"Subordinate Debt" shall mean indebtedness secured hereby or by any Supplemental Indenture which is by its terms expressly subordinate and inferior hereto both in lien and right of payment.

"Supplemental Indenture" shall mean an indenture supplemental hereto authorizing the issuance of a Series of Bonds hereunder and establishing the terms thereof and the security therefor and shall also mean any indenture supplementary hereto entered into for the purpose of amending the terms and provisions hereof with respect to all Bonds in accordance with Article XI hereof.

"Tax Collector" shall mean the Tax Collector of Lake County, Florida, or the person succeeding to such officer's principal functions.

"Tax-Exempt Bonds" shall mean Bonds of a Series the interest on which, in the opinion of Bond Counsel on the date of original issuance thereof, is excludable from gross income for federal income tax purposes.

"Tax-Exempt Obligations" shall mean any bond, note or other obligation issued by any person, the interest on which is excludable from gross income for federal income tax purposes.

"Tax Regulatory Covenants" shall mean the covenants of the District necessary for the preservation of the excludability of interest thereon from gross income for federal income tax purposes, as such covenants shall be amended from time to time upon written instructions from Bond Counsel.

"Taxable Bonds" shall mean Bonds of a Series which are not Tax-Exempt Bonds.

"Term Bonds" shall mean Bonds that mature on one date and that are subject to mandatory redemption from Amortization Installments or are subject to extraordinary mandatory or mandatory redemption upon receipt of unscheduled Pledged Revenues.

"Time Deposits" shall mean time deposits, certificates of deposit or similar arrangements with any bank or trust company, including the Trustee or an affiliate thereof, which is a member of the Federal Deposit Insurance Corporation and any

federal or State savings and loan association which is a member of the Federal Deposit Insurance Corporation or its successors and which are secured or insured in the manner required by State law.

"Trust Estate" shall have the meaning ascribed to such term in the granting clauses hereof, including, but not limited to, the Pledged Revenues and Pledged Funds.

"Trustee" shall mean U.S. Bank Trust Company, National Association with its designated office in Fort Lauderdale, Florida and any successor trustee appointed or serving pursuant to Article VI hereof.

"Uniform Method" shall mean the uniform method for the levy, collection and enforcement of Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes.

"Variable Rate Bonds" shall mean Current Interest Bonds, which may be either Serial Bonds or Term Bonds, issued with a variable, adjustable, convertible or other similar interest rate which is not fixed in percentage for the entire term thereof at the date of issue, which Bonds may also be Option Bonds.

Section 102. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words "Bond," "Owner," "person," "Paying Agent," and "Bond Registrar" shall include the plural as well as the singular number and the word "person" shall mean any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof. All references to Florida Statutes or other provisions of State law shall be deemed to include any and all amendments thereto.

ARTICLE II
FORM, EXECUTION, DELIVERY AND DESIGNATION OF BONDS

Section 201. Issuance of Bonds. For the purpose of providing funds for paying all or part of the Cost of a Series Project, Bonds of a Series, without limitation as to aggregate principal amount, may be issued under this Master Indenture subject to the conditions hereinafter provided in Section 207 hereof. Debt Service on each Series of Bonds shall be payable solely from the Pledged Revenues and Pledged Funds pledged to such Series of Bonds in the Supplemental Indenture authorizing the issuance of such Series of Bonds and, as may be provided in such Supplemental Indenture, all of the provisions of this Master Indenture shall be for the benefit and security of the present and future Owners of such Series of Bonds so issued, without preference, priority or distinction, as to lien or otherwise, of any one Bond of such Series over any other Bond of such Series. The District may also issue

from time to time, Additional Bonds, Completion Bonds and Refunding Bonds of a Series under and pursuant to the terms of the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Section 202. Details of Bonds. Bonds of a Series shall be in such denominations, numbered consecutively, shall bear interest from their date until their payment at rates not exceeding the maximum rate permitted by law, shall be dated, shall be stated to mature in such year or years in accordance with the Act, and shall be subject to redemption prior to their respective maturities, subject to the limitations hereinafter provided, as provided for in the Supplemental Indenture authorizing the issuance of such Series of Bonds. Bonds of a Series may be Current Interest Bonds, Variable Rate Bonds, Capital Appreciation Bonds, Option Bonds or any combination thereof and may be secured by a Credit Facility or Liquidity Facility, all as shall be provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds. Bonds of a Series (or a part of a Series) may be in book-entry form at the option of the District as shall be provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Debt Service shall be payable in any coin or currency of the United States of America which, at the date of payment thereof, is legal tender for the payment of public and private debts. Interest shall be paid to the registered Owner of Bonds at the close of business on the Record Date for such interest; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 hereof, the payment of interest and principal or Redemption Price or Amortization Installments pursuant hereto shall be made by the Paying Agent 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 a Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation of the Bond at the designated corporate trust office of the Paying Agent in Fort Lauderdale, Florida; provided, however, that presentation shall not be required if the Bonds are in book-entry only form. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner if such Owner requests such method of payment by delivery of written notice to the Paying Agent prior to the Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner owns not less than $1,000,000 in aggregate principal amount of the Bonds or, if less than such amount, all of the Bonds then Outstanding). Unless otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, interest on a Series of Bonds will be computed on the basis of a 360-day year of twelve 30-day months.

Section 203. Execution and Form of Bonds. The Bonds shall be signed by or bear the facsimile signature of the Chairman, shall be attested and countersigned by the Secretary, and the certificate of authentication appearing on

the face of the Bonds shall be signed by the Trustee; provided, however, that each Bond shall be manually signed by either the Chairman, the Secretary or the Trustee. The official seal of the District shall be imprinted or impressed on each Bond. In case any officer whose signature or a facsimile of whose signature appears on any Bond shall cease to be such officer before the delivery of such Bond, such signature or such facsimile shall nevertheless be valid for all purposes the same as if he or she had remained in office until such delivery. Any Bond may bear the facsimile signature of, or may be signed by, such persons as at the actual time of the execution of such Bond shall be proper officers to execute such Bond although at the date of such Bond such persons may not have been such officers. The Bonds, and the provisions for registration and reconversion to be endorsed on such Bonds, shall be substantially in the form set forth in a Supplemental Indenture. The Trustee may appoint one or more authenticating agents.

Section 204. Negotiability, Registration and Transfer of Bonds. The District shall cause books for the registration and for the transfer of the Bonds as provided in this Master Indenture to be kept by the Bond Registrar. All Bonds shall be registered as to both principal and interest. Any Bond may be transferred only upon an assignment duly executed by the registered Owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, such transfer to be made on such books and endorsed on the Bond by the Bond Registrar. No charge shall be made to any Owner for registration and transfer as hereinabove provided, but any Owner requesting any such registration or transfer shall pay any tax or other governmental charge required to be paid with respect thereto. The Bond Registrar shall not be required to transfer any Bond during the period between the Record Date and the Interest Payment Date next succeeding the Record Date of such Bond, during the period between the Record Date for the mailing of a notice of redemption and the date of such mailing, nor after such Bond has been selected for redemption. The Bonds shall be and have all the qualities and incidents of negotiable instruments under the laws of the State, and each successive Owner, in accepting any of the Bonds, shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the laws of the State.

Section 205. Ownership of Bonds. The person in whose name any Bond shall be registered shall be deemed the absolute Owner thereof for all purposes, and payment of Debt Service shall be made only to or upon the order of the registered Owner thereof or his attorney or legal representative as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. The Trustee, the District, the Bond Registrar and the Paying Agent may deem and treat the registered Owner of any Bond as the absolute Owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and neither the Trustee, the District, the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

Section 206. Special Obligations. Each Series of Bonds shall be a special and direct obligation of the District. Neither the 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 the State. The 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 herein or in the Supplemental Indenture authorizing the issuance of such Series of Bonds. 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 this Master Indenture, any Supplemental Indenture, or the Bonds. Rather, Debt Service and any other amounts required to be paid pursuant to this Master Indenture, any Supplemental Indenture, or the Bonds, shall be payable solely from, and shall be secured solely by, the Series Pledged Revenues and the Series Pledged Funds pledged to such Series of Bonds, all as provided herein and in such Supplemental Indenture.

Section 207. Authorization of Bonds.

(a) There shall be issued from time to time in Series, under and secured by this Master Indenture, Bonds without limitation as to aggregate principal amount for the purposes of:

(i) paying all or part of the Cost of a Series Project or Series Projects or refunding a Series of Bonds or any portion thereof then Outstanding; and

(ii) depositing the Series Reserve Account Requirement to the Series Reserve Account for such Series of Bonds.

(b) Each Series of Bonds, upon initial issuance thereof, 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 the following:

(i) an executed and attested original or certified copy of this Master Indenture;

(ii) an executed and attested original or certified copy of the Supplemental Indenture fixing the amount of and security for the Series of Bonds authorized to be issued thereby and establishing, among other things, the dates on which, and the amounts in which, such Series of Bonds will mature (provided that the final maturity date of such Series of Bonds shall be not later than permitted by the Act with respect to such Series of Bonds), designating the Paying Agent and Bond Registrar, fixing the Amortization

Installments, if any, for the Term Bonds of such Series, awarding the Series of Bonds, specifying the interest rates or the method for calculating such interest rates with respect to such Series of Bonds, specifying the redemption provisions and prices thereupon, specifying other details of such Series of Bonds, and directing the delivery of such Series of Bonds to or upon the order of the initial purchaser thereof upon payment of the purchase price therefor set forth in such Supplemental Indenture;

(iii) an opinion of counsel for the District substantially to the effect that the signer is of the opinion that this Master Indenture and the Supplemental Indenture relating to such Series of Bonds have been duly and validly authorized in accordance with the terms hereof and of the Act, and have been duly approved and adopted, that the issuance of such Series of Bonds has been duly authorized, and that this Master Indenture and the Supplemental Indenture constitute binding obligations of the District, enforceable against the District in accordance with their terms except as enforcement thereof may be affected by bankruptcy and other similar laws relating to creditor's rights generally; and

(iv) an opinion of Bond Counsel for the District substantially to the effect that the signer is of the opinion that the Bonds of such Series are valid, binding and enforceable obligations of the District and, if such Series of Bonds are Tax-Exempt Bonds, that interest thereon is excludable from gross income of the Owners under the income tax laws of the United States in effect on the date such Series of Bonds are delivered to the initial purchasers.

Execution of a Series of Bonds by the District shall be conclusive evidence of satisfaction of the conditions precedent set forth in this Section 207(b) as to the District and payment to the Trustee of the initial purchase price for a Series of Bonds shall be conclusive evidence of satisfaction of the conditions precedent set forth in this Section 207(b) as to the underwriter of such Series of Bonds.

The Trustee shall be provided with reliance letters with respect to the opinions required in paragraphs (iii) and (iv) above. When the documents mentioned in subsections (i) through (iv) above shall have been received, and when the Bonds of such Series shall have been executed and authenticated as required by this Master Indenture, such Series of Bonds shall be delivered to, or upon the order of, the District, but only upon payment to the Trustee of the purchase price of such Series of Bonds, together with accrued interest, if any, thereon as set forth in a certificate of delivery and payment executed by the Chairman of the District.

(c) To the extent not set forth in the Supplemental Indenture authorizing the issuance of a Series of Bonds, the proceeds (including accrued interest and any premium) of each Series of Bonds shall be applied as soon as practicable upon delivery thereof to the Trustee as follows:

(i) the amount received as accrued interest on the Bonds, if any, shall be deposited to the credit of the Series Interest Account and Capitalized Interest, if any, shall be deposited to the credit of the Series Capitalized Interest Account;

(ii) an amount equal to the Series Reserve Account Requirement or the initial cost of satisfying the Series Reserve Account Requirement if not satisfied by the deposit of cash, shall be deposited to the credit of the Series Reserve Account; and

(iii) the balance shall be deposited and applied as provided for in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Section 208. Mutilated, Destroyed or Lost Bonds. If any Bonds become mutilated, destroyed or lost, the District may cause to be executed and delivered a new Bond in substitution therefor upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, and upon payment by the Owner of the reasonable expenses and charges of the District and the Trustee in connection therewith and, in the case of a Bond destroyed or lost, upon the Owner filing with the Trustee evidence satisfactory to it that such Bond was destroyed or lost and of his or her ownership thereof, and upon furnishing the District and the Trustee with indemnity satisfactory to them.

Section 209. Parity Obligations Under Credit Agreements. As may be provided for or required in any Supplemental Indenture, the District may incur financial obligations under a Letter of Credit Agreement or a Liquidity Agreement payable on parity with respect to the lien on the Trust Estate pledged to a Series of Bonds issued under this Master Indenture and a Supplemental Indenture, without meeting any financial test or requirement set forth in this Master Indenture or the corresponding Supplemental Indenture, but only if the Letter of Credit Agreement or Liquidity Agreement supports a related Series of Bonds then being issued which does meet such tests or requirements.

Section 210. Bond Anticipation Notes. Whenever the District shall authorize the issuance of a Series of Bonds, the District may by resolution authorize the issuance of Bond Anticipation Notes in anticipation of the sale of such authorized Series of Bonds in a principal amount not exceeding the principal amount of such Series of Bonds. The aggregate principal amount of Bonds of such Series and all other Bonds previously authenticated and delivered to pay the Cost of the Series Project or Series Projects for which the proceeds of the Bond Anticipation Notes will be applied shall not exceed such Cost. The interest on such Bond Anticipation Notes may be payable out of the related Series Interest Account to the extent provided in the resolution of the District authorizing such Bond Anticipation Notes. The principal of and interest on such Bond Anticipation Notes and renewals thereof shall be payable from any moneys of the District available therefor or from

the proceeds of the sale of the Series of Bonds in anticipation of which such Bond Anticipation Notes are issued. The proceeds of sale of Bond Anticipation Notes shall be applied to the purposes for which the Bonds anticipated by such Bond Anticipation Notes are authorized and shall be deposited in the appropriate Fund or Account established by the Indenture for such purposes; provided, however, that the resolution or resolutions authorizing such Bond Anticipation Notes may provide for the payment of interest on such Bond Anticipation Notes from the proceeds of sale of such Bond Anticipation Notes and for the deposit in the related Series Capitalized Interest Account. In the event that the District adopts a resolution authorizing the issuance of Bond Anticipation Notes, the District will promptly furnish to the Trustee a copy of such resolution, certified by an Authorized Officer, together with such information with respect to such Bond Anticipation Notes as the Trustee may reasonably request, including, without limitation, information as to the paying agent or agents for such Bond Anticipation Notes. The Trustee shall have no duties or obligations to the holders of such Bond Anticipation Notes unless specifically so authorized by the resolution of the District authorizing the issuance of such Bond Anticipation Notes and unless the Trustee accepts in writing such duties and obligations.

Section 211. Tax Status of Bonds. Any Series of Bonds issued under this Master Indenture may be issued either as Tax-Exempt Bonds or Taxable Bonds. The intended tax status of any Series of Bonds to be issued may be referenced in any Supplemental Indenture authorizing the issuance of such Series of Bonds.

ARTICLE III
REDEMPTION OF BONDS

Section 301. Redemption Generally. The Bonds of any Series shall be subject to redemption, either in whole on any date or in part on any Interest Payment Date, and at such times, in the manner and at such prices, as may be provided by the Supplemental Indenture authorizing the issuance of such Series of Bonds. The District shall provide written notice to the Trustee of any optional redemption on or before the forty-fifth (45th) day next preceding the date to be fixed for such optional redemption. Notwithstanding any other provision of this Master Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

Unless otherwise provided in the Supplemental Indenture relating to a Series of Bonds, if less than all of the Bonds of a Series shall be called for redemption, the particular Bonds of such Series to be redeemed shall be selected by lot in such reasonable manner as the Bond Registrar in its discretion may determine. The portion of any Series of Bonds to be redeemed shall be in an Authorized Denomination and, in selecting the Bonds of such Series to be redeemed, the Bond

Registrar shall treat each such Bond as representing that number of Bonds of such Series which is obtained by dividing the principal amount of such Bond by an Authorized Denomination (such amount being hereinafter referred to as the "unit of principal amount").

If it is determined that one or more, but not all, of the units of principal amount represented by any such Bond is to be called for redemption, then upon notice of intention to redeem such unit or units of principal amount as provided below, the registered Owner of such Bond, upon surrender of such Bond to the Paying Agent for payment to such registered Owner of the redemption price of the unit or units of principal amount called for redemption, shall be entitled to receive a new Bond or Bonds of such Series in the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. New Bonds of such Series representing the unredeemed balance of the principal amount shall be issued to the Owner thereof without any charge therefor. If the Owner of any Bond of a denomination greater than the unit of principal amount to be redeemed shall fail to present such Bond to the Paying Agent for payment in exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the unit or units of principal amount called for redemption.

Subject to the provisions of Section 506(b) hereof, the District may purchase a Bond or Bonds of a Series in the open market at a price no higher than the highest Redemption Price (including premium) for the Bond to be so purchased with any funds legally available therefor and any such Bonds so purchased shall be credited to the amounts otherwise required to be deposited for the payment of Bonds of such Series as provided in Section 506(b) hereof or as otherwise provided in the Supplemental Indenture relating to such Series of Bonds.

Section 302. Notice of Redemption; Procedure for Selection. The District shall establish each redemption date, other than in the case of a mandatory redemption, in which case the Trustee shall establish the redemption date, and the District or the Trustee, as the case may be, shall notify the Bond Registrar in writing of such redemption date on or before the forty-fifth (45th) day next preceding the date fixed for redemption, which notice shall set forth the terms of the redemption and the aggregate principal amount of Bonds to be redeemed. Except as otherwise provided herein, notice of redemption shall be given by the Bond Registrar not less than thirty (30) nor more than forty-five (45) days prior to the date fixed for redemption by first-class mail, postage prepaid, to any Paying Agent for the Bonds to be redeemed and to the registered Owner of each Bond to be redeemed, at the address of such registered Owner on the registration books maintained by the Bond Registrar (and, for any Owner of $1,000,000 or more in principal amount of Bonds, to one additional address if written request therefor is provided to the Bond Registrar prior to the Record Date); and a second notice of redemption shall be sent by registered or certified mail at such address to any Owner who has not submitted his Bond to the Paying Agent for payment on or

before the date sixty (60) days following the date fixed for redemption of such Bond, in each case stating: (a) the numbers of the Bonds to be redeemed, by giving the individual certificate number of each Bond to be redeemed (or stating that all Bonds between two stated certificate numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption); (b) the CUSIP numbers of all Bonds being redeemed; (c) in the case of a partial redemption of Bonds, the principal amount of each Bond being redeemed; (d) the date of issue of each Bond as originally issued and the complete official name of the Bonds including the Series designation; (e) the rate or rates of interest borne by each Bond being redeemed; (f) the maturity date of each Bond being redeemed; (g) the place or places where amounts due upon such redemption will be payable; and (h) the notice date, redemption date, and Redemption Price. The notice shall require that such Bonds be surrendered at the designated corporate trust office of the Paying Agent for redemption at the Redemption Price and shall state that further interest on such Bonds will not accrue from and after the redemption date; provided, however, that such presentation shall not be required while such Bonds are registered in book-entry only format. CUSIP number identification with appropriate dollar amounts for each CUSIP number also shall accompany all redemption payments.

Any required notice or redemption shall also be sent by registered mail, overnight delivery service, telecopy or other secure means, postage prepaid, to any Owner of $1,000,000 or more in aggregate principal amount of Bonds to be redeemed, to certain municipal registered securities depositories in accordance with the then-current guidelines of the Securities and Exchange Commission, which are known to the Bond Registrar to be holding Bonds thirty-two (32) days prior to the redemption date and to at least two of the national information services that disseminate securities redemption notices in accordance with the then-current guidelines of the Securities and Exchange Commission, when possible, at least thirty (30) days prior to the redemption date; provided that neither failure to send or receive any such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Failure to give notice by mailing to the Owner of any Bond designated for redemption or to any depository or information service shall not affect the validity of the proceedings for the redemption of any other Bond.

Section 303. Effect of Calling for Redemption. On the date designated for redemption of any Bonds, notice having been filed and mailed in the manner provided above, the Bonds called for redemption shall be due and payable at the Redemption Price provided for the redemption of such Bonds on such date and, moneys for payment of the Redemption Price being held in a separate account by the Paying Agent in trust for the Owners of the Bonds to be redeemed, interest on the Bonds called for redemption shall cease to be entitled to any benefit under this Master Indenture, and the Owners of such Bonds shall have no rights in respect thereof, except to receive payment of the Redemption Price thereof, and interest, if

any, accrued thereon to the redemption date, and such Bonds shall no longer be deemed to be Outstanding.

Section 304. Cancellation. Bonds called for redemption shall be canceled upon the surrender thereof pursuant to the provisions of Section 511 hereof.

ARTICLE IV
ACQUISITION AND CONSTRUCTION FUND

Section 401. Acquisition and Construction Fund. There is created and established by Section 502 hereof a fund designated as the "Acquisition and Construction Fund" which shall be held by the Trustee and there shall be deposited to the credit of the Series Acquisition and Construction Accounts the amounts specified in the Supplemental Indenture relating to such Series of Bonds.

Section 402. Payments from Acquisition and Construction Fund. Payments of the Cost of constructing and acquiring a Series Project shall be made from the Acquisition and Construction Fund as herein provided. All such payments shall be subject to the provisions and restrictions set forth in this Article IV and in Article V hereof, and the District covenants that it will not request any sums to be paid from the Acquisition and Construction Fund except in accordance with such provisions and restrictions. Moneys in 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 Section 503(b) hereof.

Section 403. Cost of a Series Project. For the purposes of this Master Indenture, the Cost of a Series Project shall include, without intending thereby to limit or to restrict or expand any proper definition of such cost under the Act, other applicable provisions of State law, or this Master Indenture, the following:

(a) ***Expenses of Bond Issuance***. All expenses and fees relating to the issuance of the Bonds, including, but not limited to, initial Credit Facility or Liquidity Facility fees and costs, attorneys' fees, underwriting fees and discounts, the Trustee's acceptance fees and costs, Trustee's counsel fees and costs, rating agency fees, fees of financial advisors, engineer's fees and costs, administrative expenses of the District, the costs of preparing audits and engineering reports, the costs of preparing reports, surveys, and studies, and the costs of printing the Bonds and preliminary and final disclosure documents.

(b) ***Accrued and Capitalized Interest***. Any interest accruing on the Bonds from their date through the first Interest Payment Date received from the proceeds of the Bonds (to be deposited into the related Series Interest Account) and Capitalized Interest (to be deposited into the related Series Capitalized Interest

Account) as may be authorized or provided for by a Supplemental Indenture related to a Series of Bonds. Notwithstanding the deposit of Capitalized Interest into the related Series Capitalized Interest Account, Capitalized Interest shall also include any amount directed by the District to the Trustee in writing to be withdrawn from the related Series Acquisition and Construction Account and deposited into such Series Capitalized Interest Account, provided that such direction includes a certification that such amount represents earnings on amounts on deposit in the related Series Acquisition and Construction Account and that, after such deposit, the amount on deposit in such Series Acquisition and Construction Account, together with earnings thereon, will be sufficient to pay for the remaining Costs of the related Series Project which are to be funded from such Series Acquisition and Construction Account.

(c) ***Acquisition Expenses***. The costs of acquiring, by purchase or condemnation, all of the land, structures, improvements, rights-of-way, franchises, easements, plans and specifications and similar items and other interests in property, whether real or personal, tangible or intangible, which themselves constitute a Series Project or which are necessary or convenient to acquire, install and construct a Series Project and payments, contributions, dedications, taxes, assessments or permit fees or costs and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any District purpose.

(d) ***Construction Expense***. All costs incurred, including interest charges, for labor and materials, including equipment, machinery and fixtures, by contractors, builders, and materialmen in connection with the acquisition, installation and construction of a Series Project, and including without limitation costs incident to the award of contracts.

(e) ***Other Professional Fees and Miscellaneous Expenses***.

(i) All legal, architectural, engineering, survey, and consulting fees, as well as all financing charges, taxes, insurance premiums, and miscellaneous expenses, not specifically referred to in this Master Indenture that are incurred in connection with the acquisition and construction of a Series Project.

(ii) Expenses of determining the feasibility or practicality of acquisition, construction, installation, or reconstruction of a Series Project.

(iii) Costs of surveys, estimates, plans and specifications.

(iv) Costs of improvements.

(v) Financing charges.

(vi) Creation of initial reserve and debt service funds.

(vii) Working capital.

(viii) Amounts to repay Bond Anticipation Notes or loans made to finance any costs permitted under the Act.

(ix) 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 dispute.

(x) 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.

(xi) Expenses of management and supervision of a Series Project.

(xii) Costs of effecting compliance with any and all governmental permits relating to a Series Project.

(xiii) Payments, contributions, dedications, fair share or concurrency obligations and any other exactions as a condition to receive any government approval or permit necessary to accomplish any District purpose (including but not limited to impact fees, utility connection fees, school concurrency fees, etc.).

(xiv) Any other "cost" or expense as provided by the Act.

(f) ***Refinancing Costs***. All costs described in (a) through (e) above or otherwise permitted by the Act associated with refinancing or repaying any loan or other debt obligation of the District.

Section 404. Disposition of Balances in Acquisition and Construction Fund. On the Date of Completion of a Series Project, the balance in the related Series Acquisition and Construction Account not reserved for the payment of any remaining part of the Cost of the Series Project shall be transferred by the Trustee to the credit of the Series Prepayment Subaccount in the Series Redemption Account, or as otherwise provided in the Supplemental Indenture, and used for the purposes set forth for such Subaccount in the Supplemental Indenture relating to such Series of Bonds.

ARTICLE V
ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

Section 501. Lien. There is hereby irrevocably pledged for the payment of the Bonds of each Series issued hereunder, subject only to the provisions of this Master Indenture and any Supplemental Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Master Indenture and any such Supplemental Indenture with respect to each Series of Bonds, the Trust Estate; provided, however, that unless otherwise specifically provided herein or in a Supplemental Indenture relating to a Series of Bonds with respect to the Series Trust Estate securing such Series of Bonds, the Pledged Funds and Pledged Revenues securing a Series of Bonds shall secure only such Series of Bonds and shall not secure any other Bonds or Series of Bonds.

The foregoing pledge shall be valid and binding from and after the date of initial delivery of the Bonds and the proceeds of sale of the Bonds and all the moneys, securities and funds set forth in this Section 501 shall immediately be subject to the lien of the foregoing pledge, which lien is hereby created, without any physical delivery thereof or further act. Such lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the District or the Trustee, irrespective of whether such parties have notice thereof. Such lien shall be prior and superior to all other liens now existing or hereafter created.

Section 502. Establishment of Funds. The following funds are hereby established and shall be held by the Trustee:

(a) Acquisition and Construction Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Acquisition and Construction Account and a separate Series Costs of Issuance Account for each Series of Bonds issued hereunder;

(b) Revenue Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Revenue Account for each Series of Bonds issued hereunder;

(c) Debt Service Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds,

(i) a Series Debt Service Account, and therein a Series Interest Account, a Series Principal Account, a Series Sinking Fund Account and a Series Capitalized Interest Account, and

(ii) a Series Redemption Account and therein a Series Prepayment Subaccount and a Series Optional Redemption Subaccount,

for each such Series of Bonds issued hereunder;

(d) Reserve Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Reserve Account for each such Series of Bonds issued hereunder and any Bonds issued on a parity with any such Series of Bonds hereunder; and

(e) Rebate Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Rebate Account for each such Series of Tax-Exempt Bonds issued hereunder.

Notwithstanding the foregoing, the Supplemental Indenture authorizing any Series of Bonds may establish such other Accounts or dispense with the Accounts set forth above as shall be deemed advisable by the District in connection with such Series of Bonds.

Section 503. Acquisition and Construction Fund.

(a) ***Deposits***. The District shall pay to the Trustee, for deposit into the related Series Acquisition and Construction Account in the Acquisition and Construction Fund, as promptly as practicable, the following amounts received by it:

(i) the amount set forth in the Supplemental Indenture relating to such Series of Bonds;

(ii) subject to Section 806 hereof, payments made to the District from the sale, lease or other disposition of the Series Project or any portion thereof;

(iii) the balance of insurance proceeds with respect to the loss or destruction of the Series Project or any portion thereof;

(iv) 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;

(v) amounts received from impact fee credits and/or utility connection fee credits; and

(vi) such other amounts as may be provided in a Supplemental Indenture.

Amounts in such Series Acquisition and Construction Account shall be applied to the Cost of the Series Project.

(b) ***Disbursements***. Unless otherwise provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds, payments from a Series Acquisition and Construction Account shall be paid in accordance with the provisions of this subsection (b). Before any such payment shall be made, the District shall file with the Trustee a requisition in the form of Exhibit A attached hereto, signed by an Authorized Officer.

Upon receipt of each such requisition and accompanying certificate, the Trustee shall promptly withdraw from the Series Acquisition and Construction Account and pay to the person, firm or corporation named in such requisition the amount designated in such requisition. The Trustee shall have no duty to investigate either the accuracy or validity of the items delivered pursuant to this Section 503(b) or whether such amount is properly payable hereunder or under the Supplemental Indenture for such Series of Bonds.

(c) ***Inspection***. All requisitions and certificates received by the Trustee pursuant to this Article V shall be retained in the possession of the Trustee, subject at all reasonable times to the inspection of the District, the Consulting Engineer, the Owner of at least twenty-five percent (25%) in principal amount of any Outstanding Bonds of the related Series, and the agents and representatives thereof.

(d) ***Completion of Series Project***. On the Date of Completion of a Series Project, the balance in the related Series Acquisition and Construction Account not reserved by the District for the payment of any remaining part of the Cost of acquiring or constructing the Series Project shall be applied in accordance with the provisions of Section 404 hereof. The Trustee shall have no duty to determine whether the Date of Completion has occurred and the Trustee shall not be deemed to have knowledge that the Date of Completion has occurred until the Trustee has received the certificate of the Consulting Engineer establishing such Date of Completion as specified in the definition of Date of Completion in Section 101 hereof.

Section 504. Revenue Fund. The District hereby covenants and agrees that it will assess, impose, establish and collect the Pledged Revenues with respect to each Series of Bonds in amounts and at times sufficient to pay, when due, the principal of, premium, if any, and interest on such Series of Bonds. The District hereby covenants and agrees to immediately deposit upon receipt all such Pledged Revenues with the Trustee (including Prepayments, which shall be identified as such by the District at the time of deposit with the Trustee), and the Trustee shall immediately deposit all such Pledged Revenues, when received, into the related Series Revenue Account and immediately deposit all Prepayments, when received, into the related Series Prepayment Subaccount in the Series Redemption Account, unless otherwise provided for in the Supplemental Indenture relating to a Series of Bonds.

Section 505. Debt Service Fund.

(a) ***Principal, Maturity Amount, Interest and Amortization Installments***. Except as otherwise provided in a Supplemental Indenture, on the Business Day preceding each Interest Payment Date on the Bonds, the Trustee shall withdraw from the Series Revenue Account and, from the amount so withdrawn, shall make the following deposits in the following order of priority:

(i) to the related Series Interest Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the amount of interest payable on the Bonds of such Series on such Interest Payment Date;

(ii) to the related Series Principal Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the principal amount, if any, payable with respect to Serial Bonds of such Series on such Interest Payment Date;

(iii) in each Bond Year in which Term Bonds of such Series are subject to mandatory redemption from Amortization Installments, to the related Series Sinking Fund Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the Amortization Installment payable on the Term Bonds of such Series on such Interest Payment Date;

(iv) in each Bond Year in which Capital Appreciation Bonds of such Series mature, to the related Series Principal Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the Maturity Amount payable with respect to the Capital Appreciation Bonds of such Series maturing on such Interest Payment Date;

(v) to the Series Reserve Account, an amount, if any, which, together with other amounts, if any, then on deposit therein, will equal the Series Reserve Account Requirement; and

(vi) to the Series Rebate Account, the Rebate Amount, if any, required to be deposited therein pursuant to the Supplemental Indenture related to a Series of Tax-Exempt Bonds.

Notwithstanding the foregoing, so long as there are moneys on deposit in the related Series Capitalized Interest Account on the date required for any transfer into the Series Interest Account as set forth above, the Trustee shall, prior to making any transfer into the related Series Interest Account from the related Series Revenue Account, transfer to the related Series Interest Account from the related Series Capitalized Interest Account, the lesser of the interest on such Series of

Bonds coming due on the next succeeding Interest Payment Date or the amount remaining on deposit in the related Series Capitalized Interest Account.

(b) ***Disposition of Remaining Amounts on Deposit in Series Revenue Account***. The District shall authorize the withdrawal, from time to time, from the Series Revenue Account an amount sufficient to pay the fees and charges of the Trustee, Bond Registrar, and Paying Agent, when due. Subject to the provisions of Section 604 hereof, if (i) the amount on deposit in the Series Interest Account, Series Principal Account, Series Sinking Fund Account and Series Redemption Account in each Bond Year equals the interest payable on the Bonds of such Series in such Bond Year, the principal amount of all Serial Bonds payable in such Bond Year, the Maturity Amount of all Capital Appreciation Bonds due in such Bond Year and the Amortization Installments required to be paid in such Bond Year, and (ii) any amounts remain in the Series Revenue Account on November 2 of such Bond Year, then such amounts shall, at the written direction of the District, be applied to pay the commissions, fees, costs and any other charges of the Tax Collector and the Property Appraiser or, if such commissions, fees, costs, or other charges have been paid by the District, then to reimburse the District for such payment upon written request of an Authorized Officer. If, after such amounts have been withdrawn, paid and provided for as provided above, any amounts remain in the Series Revenue Account, such amounts shall be disbursed to the District on written request of an Authorized Officer and applied to pay the operating and administrative costs and expenses of the District. After making the payments provided for in this subsection (b), the balance, if any, remaining in the Series Revenue Account shall be retained therein or, at the written direction of an Authorized Officer to the Trustee, transferred into the Series Prepayment Subaccount of the Series Redemption Account. Upon the occurrence and continuance of an Event of Default hereunder, the foregoing transfer to the Series Prepayment Subaccount shall not be made.

(c) ***Series Reserve Account***. Except as otherwise provided for herein or in a Supplemental Indenture, moneys held for the credit of a Series Reserve Account shall be used for the purpose of paying interest or principal or Amortization Installment or Maturity Amount on the Bonds of the related Series whenever amounts on deposit in the Series Debt Service Account shall be insufficient for such purpose.

(d) ***Series Debt Service Account***. Moneys held for the credit of a Series Interest Account, Series Principal Account and Series Sinking Fund Account in a Series Debt Service Account shall be withdrawn therefrom by the Trustee and transferred by the Trustee to the Paying Agent in amounts and at times sufficient to pay, when due, the interest on the Bonds of such Series, the principal of Serial Bonds of such Series, the Maturity Amount of Capital Appreciation Bonds of such Series and the Amortization Installments of Term Bonds of such Series, as the case may be.

(e) ***Series Redemption Account***. Moneys representing Prepayments on deposit in a Series Prepayment Subaccount to the full extent of a multiple of an Authorized Denomination shall, unless otherwise provided in the Supplemental Indenture relating to such Series of Bonds, be used by the Trustee to redeem Bonds of such Series on the earliest date on which such Bonds are permitted to be called without payment of premium by the terms hereof (including extraordinary mandatory redemption) and of the Supplemental Indenture relating to such Series of Bonds. Such redemption shall be made pursuant to the provisions of Article III hereof. The District shall pay all expenses incurred by the Trustee and Paying Agent in connection with such redemption. Moneys other than from Prepayments shall be held and applied in a Series Redemption Account as provided in Section 506(a) hereof.

(f) ***Payment to the District***. When no Bonds of a Series remain Outstanding, and after all expenses and charges herein and in the related Supplemental Indenture required to be paid have been paid as certified to the Trustee in writing by an Authorized Officer, and after all amounts due and owing to the Trustee have been paid in full, the Trustee shall pay any balance in the Accounts for such Series of Bonds to the District upon the written direction of an Authorized Officer, free and clear of any lien and pledge created by this Master Indenture; provided, however, that if an Event of Default has occurred and is continuing in the payment of the principal or Maturity Amount of, or interest or premium on the Bonds of any other Series, the Trustee shall pay over and apply any such excess pro rata (based upon the ratio of the aggregate principal amount of such Series of Bonds to the aggregate principal amount of all Series of Bonds then Outstanding and for which such an Event of Default has occurred and is continuing) to each other Series of Bonds for which such an Event of Default has occurred and is continuing.

Section 506. Optional Redemption.

(a) ***Excess Amounts in Series Redemption Account***. The Trustee shall, but only at the written direction of an Authorized Officer on or prior to the forty-fifth (45th) day preceding the date of redemption, call for redemption on each Interest Payment Date on which Bonds are subject to optional redemption, from moneys on deposit in a Series Redemption Account such amount of Authorized Denominations of Bonds of such Series then subject to optional redemption as, with the redemption premium, if any, will exhaust such amount as nearly as may be practicable. Such redemption shall be made pursuant to the provisions of Article III hereof. The District shall pay all expenses incurred by the Trustee and Paying Agent in connection with such redemption.

(b) ***Purchase of Bonds of a Series***. The District may purchase Bonds of a Series then Outstanding at any time, whether or not such Bonds shall then be subject to redemption, at the most advantageous price obtainable with reasonable

diligence, having regard to maturity, option to redeem, rate and price, such price not to exceed the principal of such Bonds plus the amount of the premium, if any, which would be payable on the next redemption date to the Owners of such Bonds under the provisions of this Master Indenture and the Supplemental Indenture pursuant to which such Series of Bonds was issued if such Bonds were called for redemption on such date. Before making each such purchase, the District shall file with the Trustee a statement in writing directing the Trustee to pay the purchase price of the Bonds of such Series so purchased upon their delivery and cancellation, which statement shall set forth a description of such Bonds, the purchase price to be paid therefor, the name of the seller, and the place of delivery of the Bonds. The Trustee shall pay the interest accrued on such Bonds to the date of delivery thereof from the related Series Interest Account and the principal portion of the purchase price of Serial Bonds from the related Series Principal Account, but no such purchase shall be made after the Record Date in any Bond Year in which Bonds have been called for redemption. To the extent that insufficient moneys are on deposit in a related Series Interest Account to pay the accrued interest portion of the purchase price of any Bonds or in a related Series Principal Account to pay the principal amount of the purchase price of any Serial Bond, the Trustee shall transfer into such Accounts from the related Series Revenue Account sufficient moneys to pay such respective amounts. In the event that there are insufficient moneys on deposit in the related Series Sinking Fund Account with which to pay the principal portion of the purchase price of any Term Bonds, the Trustee may, at the written direction of the District, transfer moneys into such related Series Sinking Fund Account from the related Series Revenue Account to pay the principal amount of such purchase price, but only in an amount no greater than the Amortization Installment related to such Series of Bonds coming due in the current Bond Year calculated after giving effect to any other purchases of Term Bonds during such Bond Year. The Trustee may pay the principal portion of the purchase price of Bonds from the related Series Redemption Account, but only upon delivery of written instructions from an Authorized Officer of the District to the Trustee accompanied by a certificate of an Authorized Officer: (A) stating that sufficient moneys are on deposit in the Series Redemption Account to pay the purchase price of such Bonds; (B) setting forth the amounts and maturities of Bonds of such Series which are to be redeemed from such amounts; and (C) containing cash flows which demonstrate that, after giving effect to the purchase of Bonds in the amounts and maturities set forth in clause (B) above, the Pledged Revenues to be received by the District in the current and each succeeding Bond Year will be sufficient to pay the principal, Maturity Amount and Amortization Installments of and interest on all Bonds of such Series. The Trustee may pay the principal portion of the purchase price of any Term Bonds from the related Series Sinking Fund Account, but only Term Bonds of a maturity having Amortization Installments in the current Bond Year and in the principal amount no greater than the Amortization Installment related to such Series of Bonds coming due in the current Bond Year (calculated after giving effect to any other purchases of Term Bonds during such Bond Year).

The Trustee may pay the principal portion of the purchase price of Term Bonds having maturities different from or in amounts greater than set forth in the preceding sentence from amounts on deposit in the related Series Sinking Fund Account and the Trustee may transfer moneys from the related Series Revenue Account to the related Series Sinking Fund Account for such purpose, but only upon delivery of written instructions from an Authorized Officer to the Trustee accompanied by a certificate of an Authorized Officer: (X) stating that sufficient moneys are on deposit in the Series Sinking Fund Account, after giving effect to any transfers from the related Series Revenue Account, to pay the principal portion of the purchase price of such Term Bonds; (Y) setting forth the amounts and maturities of Term Bonds of such Series which are to be redeemed from such amounts and the Amortization Installments against which the principal amount of such purchases are to be credited; and (Z) containing cash flows which demonstrate that, after giving effect to the purchase of Term Bonds in the amounts and having the maturities and with the credits against Amortization Installments set forth in clause (Y) above and any transfers from the related Series Revenue Account, the Pledged Revenues to be received by the District in the current and in each succeeding Bond Year will be sufficient to pay the principal, Maturity Amount and Amortization Installments of and interest on all Bonds of such Series. If any Bonds are purchased pursuant to this subsection (b), the principal amount of the Bonds so purchased shall be credited as follows:

(i) if the Bonds are to be purchased from amounts on deposit in the Series Prepayment Subaccount of a Series Redemption Account, against the principal coming due or Amortization Installments set forth in the certificate of the Authorized Officer accompanying the direction of the District to effect such purchase; or

(ii) if the Bonds are Term Bonds of a Series, against the Amortization Installments for Bonds of such Series first coming due in the current Bond Year or, if such Term Bonds so purchased are to be credited against Amortization Installments coming due in any succeeding Bond Year, against the Amortization Installments on Term Bonds of such Series maturing on the same date and designated in the certificate of the Authorized Officer accompanying the direction of the District to effect such purchase; or

(iii) against the principal or Maturity Amount of Serial Bonds coming due on the maturity date of such Serial Bonds.

Section 507. Rebate Fund.

(a) ***Creation***. There is created and established by Section 502 hereof a Rebate Fund, and within the Rebate Fund a Series Rebate Account for each Series

of Tax-Exempt Bonds. Moneys deposited and held in the Rebate Fund shall not be subject to the pledge of this Master Indenture.

(b) ***Payment to United States***. The Trustee shall pay to the District, upon written request of the District, the Rebate Amount required to be paid to the United States at the times, in the manner and as calculated in accordance with the Supplemental Indenture related to a Series of Tax-Exempt Bonds. The Trustee shall have no responsibility for computation of the Rebate Amount and instead the District shall cause the Rebate Amount to be calculated by the Rebate Analyst and shall cause the Rebate Analyst to deliver such computation to the Trustee as provided in the Supplemental Indenture related to a Series of Tax-Exempt Bonds but before the date of any required payment of the Rebate Amount to the Internal Revenue Service. The fees of, and expenses incurred by, the Rebate Analyst in computing the Rebate Amount shall be paid by the District, which amount shall be treated as administrative and operating expenses of the District payable or reimbursable from the Series Revenue Account in accordance with Section 505(b) hereof.

(c) ***Deficiencies***. If the Trustee does not have on deposit in the Series Rebate Account sufficient amounts to make the payments required by this Section 507, the District shall pay, from any legally available source, the amount of any such deficiency to the United States as provided in paragraph (b) above. The Trustee shall have no duty to pay such deficiency from its own funds.

(d) ***Survival***. The covenants and agreements of the District in this Section 507 and Section 809, and any additional covenants related to compliance with provisions necessary in order to preserve the exclusion of interest on the Tax-Exempt Bonds of a Series from gross income for federal income tax purposes shall survive the defeasance of the Bonds of such Series in accordance with Article XII hereof.

Section 508. Investment of Funds and Accounts. Unless otherwise provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, moneys held for the credit of the Accounts for such Series of Bonds shall be invested as hereinafter in this Section 508 provided.

(a) ***Series Acquisition and Construction Account, Series Revenue Account and Series Debt Service Account***. Moneys held for the credit of a Series Acquisition and Construction Account, a Series Revenue Account, and a Series Debt Service Account shall, as nearly as may be practicable, be continuously invested and reinvested by the Trustee in Investment Obligations as directed in writing by an Authorized Officer, which Investment Obligations shall mature, or shall be subject to redemption by the holder thereof at the option of such holder, not later than the respective dates, as estimated by an Authorized Officer, when moneys held for the credit of each such Account will be required for the purposes intended.

(b) ***Series Reserve Account***. Moneys held for the credit of a Series Reserve Account shall be continuously invested and reinvested by the Trustee in Investment Obligations as directed in writing by an Authorized Officer.

(c) ***Investment Obligations as a Part of Funds and Accounts***. Investment Obligations purchased as an investment of moneys in any Fund or Account shall be deemed at all times to be a part of such Fund or Account, and the interest accruing thereon and profit realized from such investment shall be credited as provided in Section 510 hereof. Any loss resulting from such investment shall be charged to such Fund or Account. The foregoing notwithstanding, for purposes of investment and to the extent permitted by law, amounts on deposit in any Fund or Account may be commingled for purposes of investment, provided adequate care is taken to account for such amounts in accordance with the prior sentence. The Trustee may, upon the written direction of an Authorized Officer, transfer investments within such Funds or Accounts without being required to sell such investments. The Trustee shall sell at the best price obtainable or present for redemption any obligations so purchased whenever it shall be necessary so to do in order to provide moneys to meet any payment or transfer from any such Fund or Account. The Trustee shall not be liable or responsible for any loss resulting from any such investment or for failure to make an investment (except failure to make an investment in accordance with the written direction of an Authorized Officer) or for failure to achieve the maximum possible earnings on investments. The Trustee shall have no obligation to invest funds without written direction from an Authorized Officer.

(d) ***Valuation***. In computing the value of the assets of any Fund or Account, investments and earnings thereon shall be deemed a part thereof. The Trustee shall value the assets in each of the Funds and Accounts established hereunder as of September 30 of each Fiscal Year, 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 District a report of the status of each Fund and Account as of the valuation date. For the purpose of determining the amount on deposit to the credit of any Fund or Account established hereunder, with the exception of a Series Reserve Account, 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. For the purpose of determining the amount on deposit to the credit of a Series Reserve Account, obligations in which money in such Account shall have been invested shall be valued at par, if purchased at par, or at amortized cost, if purchased at other than par, plus, in each case, accrued interest. Amortized cost, when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of days remaining to maturity on such obligation at the date of such purchase and by multiplying the amount thus

calculated by the number of days having passed since such purchase; and (i) in the case of an obligation purchased at a premium by deducting the product thus obtained from the purchase price, and (ii) in the case of an obligation purchased at a discount by adding the product thus obtained to the purchase price.

Section 509. Deficiencies and Surpluses in Funds and Accounts. For purposes of this Section 509, (a) a "deficiency" shall mean, in the case of a Series Reserve Account, that the amount on deposit therein is less than the Series Reserve Account Requirement (but only after the Bond Year in which the amount on deposit therein first equals the Series Reserve Account Requirement), and (b) a "surplus" shall mean in the case of a Series Reserve Account, that the amount on deposit therein is in excess of the Series Reserve Account Requirement.

At the time of any withdrawal from a Series Reserve Account that results in a deficiency therein, the Trustee shall promptly notify the District of the amount of any such deficiency and the Trustee shall withdraw the amount of such deficiency from the related Series Revenue Account and, if amounts on deposit therein are insufficient therefor, the District shall pay the amount of such deficiency to the Trustee, for deposit in such Series Reserve Account, from the first legally available sources of the District.

The Trustee, as of the close of business on the last Business Day in each Bond Year, after taking into account all payments and transfers made as of such date, shall compute, in the manner set forth in Section 508(d), the value of the Series Reserve Account and shall promptly notify the District of the amount of any deficiency or surplus as of such date in such Series Reserve Account. The District shall immediately pay the amount of any deficiency to the Trustee, for deposit in the Series Reserve Account, from any legally available sources of the District. The Trustee, as soon as practicable after such computation, shall deposit any surplus, at the direction of an Authorized Officer, to the credit of the Series Revenue Account, or as otherwise provided in the related Supplemental Indenture.

Section 510. Investment Income. Unless otherwise provided in a Supplemental Indenture, earnings on Investments in a Series Acquisition and Construction Account, a Series Interest Account, a Series Capitalized Interest Account and a Series Revenue Account shall be retained, as realized, to the credit of such Account and used for the purpose of such Account. Unless otherwise provided in a Supplemental Indenture, earnings on investments in the Funds and Accounts other than a Series Reserve Account and other than as set forth above shall be deposited, as realized, to the credit of such Series Revenue Account and used for the purpose of such Account.

Earnings on investments in a Series Reserve Account shall, unless otherwise provided in a Supplemental Indenture, be disposed of as follows:

(a) if there was no deficiency (as defined in Section 509 above) in the Series Reserve Account as of the most recent date on which amounts on deposit in the Series Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series Reserve Account since such date, then earnings on investments in the Series Reserve Account shall be deposited to the Series Revenue Account; or

(b) if there was a deficiency (as defined in Section 509 above) in the Series Reserve Account as of the most recent date on which amounts on deposit in the Series Reserve Account were valued by the Trustee, or if after such date withdrawals have been made from the Series Reserve Account and have created such a deficiency, then earnings on investments in the Series Reserve Account shall be retained in the Series Reserve Account until the amount on deposit therein equals the Series Reserve Account Requirement and thereafter shall be deposited to the Series Revenue Account.

Section 511. Cancellation of Bonds. All Bonds paid, redeemed or purchased, either at or before maturity, shall be canceled upon the payment, redemption or purchase of such Bonds. All Bonds canceled under any of the provisions of this Master Indenture shall be destroyed by the Paying Agent, which shall upon request of the District execute a certificate in duplicate describing the Bonds so destroyed. One executed certificate shall be filed with the Trustee and the other executed certificate shall be retained by the Paying Agent.

ARTICLE VI
CONCERNING THE TRUSTEE

Section 601. 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 VI, to all of which the parties hereto and the Owners agree. The Trustee shall have only those duties expressly set forth herein, and no duties shall be implied against the Trustee.

Section 602. No Responsibility for Recitals. The recitals, statements and representations in this Master Indenture, in any Supplemental Indenture or in the Bonds, save only the Trustee's authentication certificate, if any, upon the Bonds, have been made by the District and not by the Trustee, and the Trustee shall be under no responsibility for the correctness thereof.

Section 603. Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Gross 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 concerning all questions hereunder, and the Trustee shall not be answerable for the default or misconduct of any attorney, agent or employee selected by it with reasonable care. In performance

of its duties hereunder, the Trustee may rely on the advice of counsel and shall not be held liable for actions taken in reliance on the advice of counsel. The Trustee shall not be answerable for the exercise of any discretion or power under this Master Indenture or any Supplemental Indenture nor for anything whatsoever in connection with the trust hereunder, except only its own gross negligence or willful misconduct.

Section 604. Compensation and Indemnity. The District shall pay the Trustee reasonable compensation for its services hereunder, and also all its reasonable expenses and disbursements, including the reasonable fees and expenses of Trustee's counsel, and to the extent permitted under State law shall indemnify the Trustee and hold the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder except with respect to its own gross negligence or misconduct. The Trustee shall have no duty in connection with its responsibilities hereunder to advance its own funds nor shall the Trustee have any duty to take any action hereunder without first having received indemnification satisfactory to it. If the District defaults in respect of the foregoing obligations, the Trustee may deduct the amount owing to it from any moneys received or held by the Trustee under this Master Indenture or any Supplemental Indenture other than moneys from a Credit Facility or Liquidity Facility. This Section 604 shall survive termination of this Master Indenture and any Supplemental Indenture, and as to any Trustee, its resignation or removal thereof. As security for the foregoing, the District hereby grants to the Trustee a security interest in and to the amounts on deposit in all Series Funds and Accounts (other than the Rebate Fund) thereby, in effect, granting the Trustee a first charge against these moneys following an Event of Default for its fees and expenses (including legal counsel and default administration costs and expenses), subordinate and inferior to the security interest granted to the Owners of the Bonds from time to time secured thereby, but nevertheless payable in the order of priority as set forth in Section 905(a) upon the occurrence of an Event of Default.

Section 605. 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 District to require or effect or renew insurance or to report or file claims of loss thereunder.

Section 606. Notice of Default; Right to Investigate. The Trustee shall give written notice, as soon as practicable, by first-class mail to registered Owners of Bonds of all defaults of which the Trustee has actual knowledge, unless such defaults have been remedied (the term "defaults" for purposes of this Section 606 and Section 607 being defined to include the events specified as "Events of Default" in Section 902 hereof, but not including any notice or periods of grace provided for therein) or if the Trustee, based upon the advice of counsel upon which the Trustee is entitled to rely, determines that the giving of such notice is not in the best interests of the Owners of the Bonds. The Trustee will be deemed to have actual

knowledge of any payment default under this Master Indenture or under any Supplemental Indenture and after receipt of written notice thereof by a Credit Facility issuer or Liquidity Facility issuer of a default under its respective reimbursement agreement, but shall not be deemed to have actual knowledge of any other default unless notified in writing of such default by the Owners of at least twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding and affected by such default. The Trustee may, however, at any time require of the District 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 District, an investigation into the affairs of the District.

Section 607. Obligation to Act on Default. Before taking any action under this Master Indenture or any Supplemental Indenture in respect of an Event of Default, or any action that would require the Trustee to expend its own funds, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability resulting from its own gross negligence or willful misconduct in connection with any such action.

Section 608. Reliance by Trustee. The Trustee may act on any requisition, resolution, notice, telegram, request, consent, waiver, opinion, certificate, statement, affidavit, voucher, bond, or other paper or document or telephone message which it in good faith believes to be genuine and to have been passed, signed or given by the proper persons or to have been prepared and furnished pursuant to any of the provisions of this Master Indenture or any Supplemental Indenture, and 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 609. 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 Owners may be entitled to take with like effect as if the Trustee were not a party to this Master Indenture or any Supplemental Indenture. The Trustee may also engage in or be interested in any financial or other transaction with the District.

Section 610. Construction of Ambiguous Provision. The Trustee may construe any ambiguous or inconsistent provisions of this Master Indenture or any Supplemental Indenture and any construction by the Trustee shall be binding upon the Owners. The Trustee shall give prompt written notice to the District of any intention to make such construal.

Section 611. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Master Indenture by written resignation

filed with the Secretary of the District not less than sixty (60) days before the date when such resignation is to take effect; provided that notice of such resignation shall be sent by first-class mail to each Owner as its name and address appears on the registration books of the District and to any Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer, 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 sixty (60) 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.

Section 612. Removal of Trustee. Any Trustee hereunder may be removed at any time by an instrument appointing a successor to the Trustee so removed, upon application of the District; provided, however, that if an Event of Default has occurred hereunder and is continuing with respect to a Series of Bonds, then the Trustee hereunder may be removed only by an instrument appointing a successor to the Trustee so removed executed by the Majority Owners of the Series of Bonds as to which such Event of Default exists and filed with the Trustee and the District. No such removal shall be effective until any amounts owed to the Trustee hereunder have been paid in full.

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 District; provided that no Event of Default has occurred hereunder and is continuing, or upon the application of the Owners of not less than twenty percent (20%) in aggregate principal amount of the Bonds then Outstanding.

Section 613. 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 District shall appoint a successor and shall mail notice of such appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the registration books of the District, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer; provided, however, that the District shall not appoint a successor Trustee if an Event of Default has occurred and is continuing, unless the District shall have received the prior written consent, which consent

shall not be unreasonably withheld, of the Majority Owners or, if there is a Credit Facility or Liquidity Facility with respect to any Series of Bonds, any Credit Facility issuer and any Liquidity Facility issuer, to the appointment of such successor Trustee. If an Event of Default has occurred hereunder and is continuing and 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 a successor may be appointed by any court of competent jurisdiction upon the application of the Owners of not less than twenty percent (20%) in aggregate principal amount of the Bonds then Outstanding and such successor Trustee shall mail notice of its appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Registrar, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer.

Section 614. Qualification of Successor Trustee. A successor Trustee shall be a national bank with trust powers or a bank or trust company with trust powers, having a combined net capital and surplus of at least $50,000,000.

Section 615. Instruments of Succession. Except as provided in Section 616 hereof, any successor Trustee shall execute, acknowledge and deliver to the District 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, except for the predecessor's rights under Section 604 hereof. After withholding from the funds on hand any amounts owed to itself hereunder, the Trustee ceasing to act hereunder shall pay over to the successor Trustee all moneys held by it hereunder; and the Trustee ceasing to act and the District shall execute and deliver an instrument or instruments transferring to the successor Trustee all the estates, properties, rights, powers and trusts hereunder of the Trustee ceasing to act except for the rights granted under Section 604 hereof. The successor Trustee shall mail notice of its appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Registrar, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer.

Section 616. Merger of Trustee. Any corporation, entity or purchaser into which any Trustee hereunder may be merged or with which it may be consolidated or into which all or substantially all of its corporate trust assets shall be sold or its operations conveyed, or any corporation, entity or purchaser resulting from any merger, consolidation or sale to which any Trustee hereunder shall be a party, shall be the successor Trustee under this Master Indenture, without the execution or filing of any paper or any further act on the part of the parties thereto, anything herein to the contrary notwithstanding; provided, however, that any such

successor corporation, entity or purchaser continuing to act as Trustee hereunder shall meet the requirements of Section 614 hereof, and if such corporation, entity or purchaser does not meet the aforesaid requirements, a successor Trustee shall be appointed pursuant to this Article VI.

Section 617. Resignation of Paying Agent or Bond Registrar. The Paying Agent or Bond Registrar may resign and be discharged of the duties created by this Master Indenture 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 District and the Trustee not less than sixty (60) days before the date specified in such instrument when such resignation shall take effect, and by giving written notice of such resignation mailed not less than sixty (60) days prior to such resignation date to each Owner as its name and address appear on the registration books of the District maintained by the Bond Registrar. Such resignation shall take effect on the date specified in such notice, unless a successor Paying Agent or Bond Registrar is previously appointed in which event such resignation shall take effect immediately upon the appointment of such successor Paying Agent or Bond Registrar. If a successor Paying Agent or Bond Registrar shall not have been appointed within a period of sixty (60) days following the giving of notice, then the Trustee may appoint a successor Paying Agent or Bond Registrar as provided in Section 619 hereof.

Section 618. Removal of Paying Agent or Bond Registrar. The Paying Agent or Bond Registrar may be removed at any time prior to any Event of Default by the District by filing with the Paying Agent or Bond Registrar to be removed and the Trustee, an instrument or instruments in writing executed by an Authorized Officer appointing a successor. Such removal shall be effective thirty (30) days after delivery of the instrument (or such longer period as may be set forth in such instrument); provided, however, that no such removal shall be effective until the successor Paying Agent or Bond Registrar appointed hereunder shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder.

Section 619. Appointment of Successor Paying Agent or Bond Registrar. In case at any time the Paying Agent or Bond 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 Bond Registrar, as the case may be, and a successor shall be appointed by the District; and in case at any time the Paying Agent or Bond Registrar shall resign, then a successor shall be appointed by the District. Upon any such appointment, the District shall give written notice of such appointment to the predecessor Paying Agent or Bond Registrar, the successor Paying Agent or Bond Registrar, the Trustee and all Owners. Any new Paying

Agent or Bond Registrar so appointed shall immediately and without further act supersede the predecessor Paying Agent or Bond Registrar.

Section 620. Qualifications of Successor Paying Agent or Bond Registrar. Every successor Paying Agent or Bond Registrar shall (a) be a commercial bank or trust company duly organized under the laws of the United States or any state or territory thereof, authorized by law to perform all the duties imposed upon it by this Master Indenture, and capable of meeting its obligations hereunder, and (b) have a combined net capital and surplus of at least $50,000,000.

Section 621. Acceptance of Duties by Successor Paying Agent or Bond Registrar. Except as provided in Section 622 hereof, any successor Paying Agent or Bond Registrar appointed hereunder shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder, and thereupon such successor Paying Agent or Bond Registrar, without any further act, deed or conveyance, 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 Bond Registrar herein. Upon request of such Paying Agent or Bond Registrar, such predecessor Paying Agent or Bond Registrar and the District shall execute and deliver an instrument transferring to such successor Paying Agent or Bond Registrar all the estates, property, rights and powers hereunder of such predecessor Paying Agent or Bond Registrar and such predecessor Paying Agent or Bond Registrar shall pay over and deliver to the successor Paying Agent or Bond Registrar all moneys and other assets at the time held by it hereunder.

Section 622. Successor by Merger or Consolidation. Any corporation, entity or purchaser into which any Paying Agent or Bond Registrar hereunder may be merged, converted or sold or with which it may be consolidated or into which substantially all of its corporate trust assets shall be sold or otherwise conveyed, or any corporation, entity or purchaser resulting from any merger, consolidation or sale to which any Paying Agent or Bond Registrar hereunder shall be a party, shall be the successor Paying Agent or Bond Registrar under this Master Indenture without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Master Indenture to the contrary notwithstanding.

Section 623. Brokerage Statements. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security transactions at no additional cost, as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

Section 624. Patriot Act Requirements of the 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.

ARTICLE VII
FUNDS CONSTITUTE TRUST FUNDS

Section 701. Trust Funds. Subject to the provisions of Section 604 and Section 905(a) hereof, all amounts on deposit in Funds or Accounts for the benefit of a Series of Bonds shall:

(a) be used only for the purposes and in the manner provided herein and in the Supplemental Indenture relating to such Series of Bonds and, pending such application, be held by the Trustee in trust for the benefit of the Owners of such Series of Bonds;

(b) be irrevocably pledged to the payment of such Series of Bonds, except for amounts on deposit in the Series Rebate Account in the Rebate Fund;

(c) be held and accounted for separate and apart from all other Funds and Accounts, including Accounts of other Series of Bonds, and other funds and accounts of the Trustee and the District;

(d) until applied for the purposes provided herein, be subject to a first lien in favor of the Owners of such Series of Bonds and any parity obligations to issuers of Credit Facilities or Liquidity Facilities with respect to such Series of Bonds, which lien is hereby created, prior and superior to all other liens now existing or hereafter created, and, to a second lien in favor of the Trustee, as security for the reasonable compensation for the services of the Trustee hereunder, and also all its reasonable expenses and disbursements, including the reasonable fees and expenses of Trustee's counsel, subordinate and inferior to the security interest granted to the Owners of such Series of Bonds and any parity obligations to issuers of Credit Facilities or Liquidity Facilities with respect to such Series of Bonds, but nevertheless payable in the order of priority as set forth in Section 905(a) or Section 905(b) hereof upon the occurrence of an Event of Default; and

(e) shall not be subject to lien or attachment by any creditor of the Trustee or any creditor of the District or any other Series of Bonds other than the Owners of

such Series of Bonds and the issuers of Credit Facilities or Liquidity Facilities with respect to such Series of Bonds.

ARTICLE VIII
COVENANTS AND AGREEMENTS OF THE DISTRICT

Section 801. Payment of Bonds. The District shall duly and punctually pay or cause to be paid, but only from the Series Trust Estate with respect to each Series of Bonds, Debt Service on the dates, at the places, and in the amounts stated herein, in any Supplemental Indenture, and in the Bonds of such Series.

Section 802. Extension of Payment of Bonds. Except as provided in Section 901 hereof, the District shall not directly or indirectly extend the time for payment of the interest on any Bonds. The time for payment of Bonds of any Series shall be the time prescribed in the Supplemental Indenture relating to such Series of Bonds.

Section 803. Further Assurance. At any and all times the District shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, moneys, securities and funds hereby pledged or assigned, or intended so to be, or which the District may become bound to pledge or assign after the date of execution of this Master Indenture.

Section 804. Power to Issue Bonds and Create a Lien. The District hereby represents to the Trustee and to the Owners that it is and will be duly authorized under all applicable laws to issue the Bonds of each Series, to execute this Master Indenture, to adopt Supplemental Indentures, and to pledge its moneys, securities and funds in the manner and to the extent provided herein. Except as provided herein, the District hereby represents that such moneys, securities and funds of the District are and will be free and clear of any pledge, lien, charge or encumbrance thereon and all action on the part of the District to that end has been and will be duly and validly taken. The Bonds of each Series, this Master Indenture and any Supplemental Indenture are and will be the valid and legally enforceable obligations of the District, enforceable in accordance with their terms except to the extent that enforcement thereof may be subject to bankruptcy and other similar laws affecting creditors' rights generally. The District shall at all times, to the extent permitted by law, defend, preserve and protect the pledge and lien created by this Master Indenture and all the rights of the Owners hereunder against all claims and demands of all other persons whomsoever.

Section 805. Power to Undertake Series Projects and to Collect Pledged Revenues. The District has or will have upon the date of issuance of each

Series of Bonds, and will have so long as any Bonds are Outstanding, good right and lawful power: (a) to undertake the Series Projects, or it will take such action on its part required which it deems reasonable in order to obtain licenses, orders, permits or other authorizations, if any, from any agency or regulatory body having lawful jurisdiction which must be obtained in order to undertake such Series Project; and (b) to fix, levy and collect or cause to be collected any and all Pledged Revenues.

Section 806. Sale of Series Projects. The District covenants that, until such time as there are no Bonds of a Series Outstanding, it will not sell, lease or otherwise dispose of or encumber the related Series Project or any part thereof other than as provided herein. The District may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments, or other movable property acquired by the District in connection with a Series Project, or any materials used in connection therewith, if the District shall determine that such articles are no longer needed or are no longer useful in connection with the acquisition, construction, operation or maintenance of a Series Project, and the proceeds thereof may be applied to the replacement of the properties so sold or disposed of and, if not so applied, shall be deposited to the credit of the related Series Acquisition and Construction Account or, after the Date of Completion of the Series Project, shall be applied as provided in the corresponding Supplemental Indenture. The District may from time to time sell or lease such other property forming part of a Series Project which it may determine is not needed or serves no useful purpose in connection with the maintenance and operation of such Series Project, if the Consulting Engineer shall in writing approve such sale or lease, and the proceeds of any such sale shall be disposed of as hereinabove provided for the proceeds of the sale or disposal of movable property. The proceeds of any lease as described above shall be applied as provided in the corresponding Supplemental Indenture.

Notwithstanding the foregoing, the District may: (a) dispose of all or any part of a Series Project, other than a Series Project the revenues to be derived from the operation of which are pledged to a Series of Bonds, by gift or dedication thereof to any unit of local government, or to the State or any agency or instrumentality of either of the foregoing or the United States Government; and/or (b) impose, declare or grant title to or interests in the Series Project or a portion or portions thereof in order to create ingress and egress rights and public and private utility easements as the District may deem necessary or desirable for the development, use and occupancy of the property within the District; and/or (c) impose or declare covenants, conditions and restrictions pertaining to the use, occupancy and operation of the Series Projects.

Section 807. Completion and Maintenance of Series Projects. The District shall complete the acquisition and construction of a Series Project with all practical dispatch and in a sound and economical manner. So long as any Series Project is owned by the District, the District shall maintain, preserve and keep the same or cause the same to be maintained, preserved and kept, with the

appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation thereof may be properly and advantageously conducted.

Section 808. Accounts and Reports.

(a) ***Annual Report***. The District shall, within thirty (30) days of receipt and approval by the District, so long as any Bonds are Outstanding, deliver to each Requesting Owner (hereinafter defined), and otherwise as provided by law, a copy of its annual audit for such year, accompanied by an Accountant's Certificate, including (i) statements in reasonable detail of its financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year, and (ii) statements of all receipts and disbursements of the Pledged Revenues of each Series of Bonds (unless the Pledged Revenues of such Series are remitted directly to the Trustee). The Trustee shall, within ninety (90) days after the close of each Fiscal Year so long as any Bonds are Outstanding, file with the District a summary with respect to each Fund and Account of the deposits thereto and disbursements therefrom during such Fiscal Year and the amounts held therein at the end of such Fiscal Year, or at the option of the Trustee, such summary can be made on a monthly basis. For purposes of the foregoing, the term "Requesting Owner" shall mean the Owner (or Beneficial Owner in the case of Bonds held in book-entry form) of more than $1,000,000 aggregate principal amount of any Series of Bonds who requests such information in writing to the District.

(b) ***No Default Certificate***. The District shall file with the Trustee, so long as any Bonds are Outstanding, a certificate of an Authorized Officer upon the occurrence of an Event of Default as described in Section 902(h) hereof, such certificate to contain a description of the nature of such Event of Default and actions taken or to be taken to remedy such Event of Default.

(c) ***Inspection***. The reports, statements and other documents required to be furnished by the District to the Trustee and by the Trustee to the District pursuant to any provisions hereof shall be available for inspection by any Owner of at least twenty-five percent (25%) in principal amount of any Series of Bonds Outstanding at the designated office of the District upon the giving of at least five (5) days advance written notice to the District or the Trustee, as the case may be.

(d) ***Reports Pursuant to Uniform Special District Accountability Act of 1989***. The District covenants and agrees that it will comply with the provisions of Chapter 189.01 et seq., Florida Statutes, the Uniform Special District Accountability Act of 1989, to the extent applicable to the District, including any reporting requirements contained therein which are applicable to the District. The District may contract with a service provider selected by the District to ensure such compliance.

Section 809. Arbitrage and Other Tax Covenants. The District hereby covenants that it will not take any action, and will not fail to take any action, which action or failure would cause any Tax-Exempt Bonds to become "arbitrage bonds" as defined in Section 148 of the Code. The District further covenants that it will take all such actions after delivery of any Tax-Exempt Bonds as may be required in order for interest on such Tax-Exempt Bonds to remain excludable from gross income (as defined in Section 61 of the Code) of the Owners. Without limiting the generality of the foregoing, the District hereby covenants that it will to the extent not remitted by the Trustee from funds held in the Rebate Account, remit to the United States the Rebate Amount at the time and place required by this Master Indenture, any Supplemental Indenture, and the Tax Regulatory Covenants.

Section 810. Enforcement of Payment of Assessments. The District will assess, levy, collect or cause to be collected and enforce the payment of Assessments, Benefit Special Assessments, and/or any other sources which constitute Pledged Revenues for the payment of any Series of Bonds in the manner prescribed by this Master Indenture, any Supplemental Indenture and all resolutions, ordinances or laws thereunto appertaining at times and in amounts as shall be necessary in order to pay, when due, the principal of and interest on the Series of Bonds to which such Pledged Revenues are pledged, and to pay or cause to be paid the proceeds of such Assessments, Benefit Special Assessments, and/or any other sources as received to the Trustee in accordance with the provisions hereof.

Section 811. Method of Collection of Assessments and Benefit Special Assessments. The District shall levy and collect Assessments and Benefit Special Assessments in accordance with applicable State law.

Section 812. Delinquent Assessments. If the owner of any lot or parcel of land shall be delinquent in the payment of any Assessment or Benefit Special Assessment, pledged to a Series of Bonds, then such Assessment or Benefit Special Assessment shall be enforced in accordance with the provisions of Chapters 170 and/or 197, Florida Statutes, including but not limited to the sale of tax certificates and tax deeds as regards such Delinquent Assessment. In the event the provisions of Chapter 197, Florida Statutes, are inapplicable or unavailable, or in the event that an Assessment or Benefit Special Assessment was directly collected by the District, as permitted by a Supplemental Indenture, then upon the delinquency of any such Assessment or Benefit Special Assessment, the District either on its own behalf, or through the actions of the Trustee may, and shall, if so directed in writing by the Majority Owners of the Bonds of such Series then Outstanding, declare the entire unpaid balance of such Assessment or Benefit Special Assessment, to be in default and, at its own expense, cause such delinquent property to be foreclosed in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate, or pursuant to the provisions of Chapters 170 and 173, and Section 190.026, Florida Statutes, or otherwise as provided by law. The District further covenants to furnish, at its expense, to any Owner of Bonds of the related Series so

requesting, sixty (60) days after the due date of each annual installment, a list of all Delinquent Assessments together with a copy of the District's annual audit (if available), and a list of foreclosure actions currently in progress and the current status of such Delinquent Assessments.

Section 813. Deposit of Proceeds from Sale of Tax Certificates. If any tax certificates relating to Delinquent Assessments which are pledged to a Series of Bonds are sold by the Tax Collector pursuant to the provisions of Section 197.432, Florida Statutes, or if any such tax certificates are not sold but are later redeemed, the proceeds of such sale or redemption (to the extent that such proceeds relate to the Delinquent Assessments), less any commission or other charges retained by the Tax Collector, shall, if paid by the Tax Collector to the District, be paid by the District to the Trustee not later than five (5) Business Days following receipt of such proceeds by the District and shall be deposited by the Trustee to the credit of the related Series Revenue Account.

Section 814. Sale of Tax Deed or Foreclosure of Assessment or Benefit Special Assessment Lien. If any property shall be offered for sale for the nonpayment of any Assessment or Benefit Special Assessment, which is pledged to a Series of Bonds, and no person or persons shall purchase such property for an amount less than or equal to the full amount due on the Assessments or Benefit Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount equal to the balance due on the Assessments or Benefit Special Assessments (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 Series of Bonds to which such Assessments or Benefit Special Assessments were pledged; provided that the Trustee shall have the right, acting at the direction of the Majority Owners of the applicable Series of Bonds secured by such Assessments or Benefit Special Assessments, but shall not be obligated, to direct the District with respect to any action taken pursuant to this paragraph. The District, either through its own actions, or actions caused to be taken through the Trustee, shall have the power to lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the related Series Revenue Account. Not less than ten (10) days prior to the filing of any foreclosure action as herein provided, the District shall cause written notice thereof to be mailed to any designated agents of the Owners of the related Series of Bonds. Not less than thirty (30) days prior to the proposed sale of any lot or tract of land acquired by foreclosure by the District, it shall give written notice thereof to such representatives. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for the listing for sale of property acquired by it as trustee for the benefit of the Owners of the related Series of Bonds within sixty (60) days after the receipt of the request therefor

signed by the Trustee or the Majority Owners of the Bonds of such Series then Outstanding.

Section 815. Other Obligations Payable from Assessments or Benefit Special Assessments. The District will not issue or incur any obligations payable from the proceeds of Assessments or Benefit Special Assessments securing a Series of Bonds nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge upon such Assessments or Benefit Special Assessments other than the lien of any Subordinate Debt except for fees, commissions, costs, and other charges payable to the Property Appraiser or to the Tax Collector pursuant to State law.

Section 816. Re-Assessments. If any Assessment or Benefit Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or the District shall be satisfied that any such Assessment or Benefit Special Assessment is so irregular or defective that it cannot be enforced or collected, or if the District shall have omitted to make such Assessment or Benefit Special Assessment when it might have done so, the District shall either: (a) take all necessary steps to cause a new Assessment or Benefit Special Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement; or (b) in its sole discretion, make up the amount of such Assessment or Benefit Special Assessment from legally available moneys, which moneys shall be deposited into the related Series Revenue Account. In case any such subsequent Assessment or Benefit Special Assessment shall also be annulled, the District shall obtain and make other Assessments or Benefit Special Assessments until a valid Assessment or Benefit Special Assessment shall be made.

Section 817. General. The District shall do and perform, or cause to be done and performed, all acts and things required to be done or performed by or on behalf of the District under law and this Master Indenture, in accordance with the terms of such provisions.

Upon the date of issuance of each Series of Bonds, all conditions, acts and things required by law and this Master Indenture and any Supplemental Indenture to exist, to have happened and to have been performed precedent to and in the issuance of such Series of Bonds shall exist, have happened and have been performed and upon issuance, such Series of Bonds shall be within every debt and other limit prescribed by the laws of the State applicable to the District.

The District shall not enter into any contract or take any action by which the rights of the Trustee or the Owners 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. For so long as any Bonds are Outstanding hereunder, unless otherwise provided by the Act, the District shall maintain its corporate

existence as a local unit of special purpose government under the Act and shall provide for or otherwise require all Series Projects, and all parts thereof owned by the District to be (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 818. Continuing Disclosure. The District covenants and agrees that it will comply with and carry out all of the provisions of any Continuing Disclosure Agreement. Notwithstanding any other provision of this Master Indenture or any Supplemental Indenture, failure of the District or any other obligated person to comply with any Continuing Disclosure Agreement shall not be considered an Event of Default hereunder; however, the Trustee may (and, at the request of any participating underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Bonds of a Series then Outstanding and receipt of indemnity to its satisfaction, shall) or any Owner or Beneficial Owner of the Bonds of a Series then Outstanding may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the District to comply with its obligations under this Section 818. 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.

ARTICLE IX
EVENTS OF DEFAULT AND REMEDIES

Section 901. Extension of Interest Payment. If the time for payment of interest of a Bond of any Series shall be extended, whether or not such extension be by or with the consent of the District, such interest so extended shall not be entitled in case of default hereunder to the benefit or security of this Master Indenture unless the aggregate principal amount of such Bonds then Outstanding and of all accrued interest the time for payment of which shall not have been extended, shall have previously been paid in full.

Section 902. Events of Default. Each of the following events is hereby declared an Event of Default with respect to a Series of Bonds, but no other Series of Bonds unless otherwise provided in the Supplemental Indenture relating to such Series:

(a) Any payment of Debt Service on such Series of Bonds is not made when due;

(b) The District shall for any reason be rendered incapable of fulfilling its obligations hereunder or under the Supplemental Indenture relating to such Series of Bonds;

(c) The District admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of the related Series Project;

(d) The District is adjudged insolvent by a court of competent jurisdiction, or is adjudged bankrupt on a petition in bankruptcy filed against the District, or an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof;

(e) The District shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;

(f) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District's assets or any part thereof, and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control;

(g) If at any time the amount in a Series Reserve Account is less than the Series Reserve Account Requirement as a result of the Trustee withdrawing an amount therefrom to pay Debt Service on the related Series of Bonds and such amount has not been restored within thirty (30) days of such withdrawal;

(h) The District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions contained in the Bonds of such Series or in this Master Indenture or in the Supplemental Indenture relating to such Series of Bonds on the part of the District to be performed (other than a default in the payment of Debt Service on the related Series of Bonds when due, which is an Event of Default under subsection (a) above) and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the District by the Trustee or, if the Trustee is unwilling or unable to act, by Owners of not less than ten percent (10%) in aggregate principal amount of the Bonds of such Series then Outstanding and affected by such default; and

(i) More than twenty percent (20%) of the Operation and Maintenance Assessments levied by the District on tax parcels subject to Assessments or Benefit

Special Assessments pledged to a Series of Bonds are not paid by the date such are due and payable.

Section 903. Acceleration of Maturities of Bonds of a Series Under Certain Circumstances. Upon the happening and continuance of any Event of Default specified in clauses (a) through (i) of Section 902 above with respect to a Series of Bonds, the Trustee shall, upon written direction of the Majority Owners of the Bonds of such Series then Outstanding, by a notice in writing to the District, declare the aggregate principal amount of all of the Bonds of such Series then Outstanding (if not then due and payable) to be due and payable immediately and, upon such declaration, the same shall become and be immediately due and payable, anything contained in the Bonds of such Series or in this Master Indenture or in the Supplemental Indenture authorizing such Series of Bonds to the contrary notwithstanding; provided, however, that no such declaration of acceleration shall occur in the case of Bonds of a Series secured by Assessments, except to the extent that the Assessments have been accelerated and are currently due and payable in accordance with applicable law; and provided further, however, that if at any time after the aggregate principal amount of the Bonds of any Series then Outstanding shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Master Indenture or the related Supplemental Indenture, moneys shall have accumulated in the related Series Revenue Account sufficient to pay the principal of all matured Bonds of such Series and all arrears of interest, if any, upon all Bonds of such Series then Outstanding (except the aggregate principal amount of any Bonds of such Series then Outstanding that is only due because of a declaration under this Section 903, and except for the interest accrued on the Bonds of such Series since the last Interest Payment Date), and all amounts then payable by the District hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Paying Agent, and every other default (other than a default in the payment of the aggregate principal amount of the Bonds of such Series then Outstanding that is due only because of a declaration under this Section 903) shall have been remedied, then the Trustee or, if the Trustee is unable or unwilling to act, the Majority Owners of such Series of Bonds then Outstanding not then due except by virtue of a declaration under this Section 903, may, by written notice to the District, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

Section 904. Enforcement of Remedies. Upon the happening and continuance of any Event of Default specified in Section 902 above with respect to a Series of Bonds, the Trustee may protect and enforce the rights of the Owners of the Bonds of such Series under State law, and under this Master Indenture, the related Supplemental Indenture and the Bonds of such Series, by such proceedings in equity or at law, either for the specific performance of any covenant or agreement

contained herein or in aid or execution of any power herein or in the related Supplemental Indenture granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights.

The Majority Owners of the Bonds of such Series then Outstanding shall, subject to the requirements of Section 607, have the right, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings by the Trustee hereunder, provided that such directions shall not be in conflict with any rule of law or this Master Indenture and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unduly prejudicial to the rights of the Owners of such Series of Bonds not parties to such direction or would subject the Trustee to personal liability or expense. Notwithstanding the foregoing, the Trustee shall have the right to select and retain legal counsel of its choosing to represent it in any such proceedings. The Trustee may take any other action which is not inconsistent with any direction under this second paragraph of this Section 904.

No Owner of such Series of Bonds shall have any right to pursue any other remedy under this Master Indenture or such Series of Bonds unless: (a) an Event of Default shall have occurred and is continuing; (b) the Majority Owners of the Bonds of such Series then Outstanding have requested the Trustee, in writing, to exercise the powers granted in the first paragraph of this Section 904 or to pursue such remedy in its or their name or names; (c) the Trustee has been offered indemnity satisfactory to it against costs, expenses and liabilities reasonably anticipated to be incurred; (d) the Trustee has declined to comply with such request, or has failed to do so, within sixty (60) days after its receipt of such written request and offer of indemnity; and (e) no direction inconsistent with such request has been given to the Trustee during such sixty (60) day period by the Majority Owners of the Bonds of such Series then Outstanding. The provisions of the immediately preceding sentence of this Section 904 are conditions precedent to the exercise by any Owner of such Series of Bonds of any remedy hereunder. The exercise of such rights is further subject to the provisions of Sections 907, 909, 910, 912 and the second paragraph of this Section 904. No Owner or Owners of such Series of Bonds shall have any right in any manner whatsoever to enforce any right under this Master Indenture, except in the manner herein provided.

The District covenants and agrees that upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments, including delinquent Direct Billed Operation and Maintenance Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, including delinquent Direct Billed Operation and Maintenance Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting

at the direction of, and on behalf of, the Majority Owners, from time to time, of the Bonds of a Series. Notwithstanding anything to the contrary herein, and unless otherwise directed by the Majority Owners of the Bonds of a Series and allowed pursuant to federal or State law, the District acknowledges and agrees that (y) upon failure of any property owner to pay an installment of Assessments collected directly by the District when due, that the entire Assessment on the tax parcel as to which such Delinquent Assessment appertains, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and the District shall promptly, but in any event within 120 days, cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties with respect to such tax parcel and (z) 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 905. Pro Rata Application of Funds Among Owners of a Series of Bonds. Anything in this Master Indenture to the contrary notwithstanding, if at any time the moneys in the Series Funds and Accounts shall not be sufficient to pay Debt Service on the related Series of Bonds when due, such moneys together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Article IX or otherwise, shall be applied as follows:

(a) Unless the aggregate principal amount of all the Bonds of such Series shall have become due and payable or shall have been declared due and payable pursuant to the provisions of Section 903 hereof, all such moneys shall be applied:

FIRST: to the payment of any then-due fees and expenses of the Trustee, including reasonable counsel fees and expenses, to the extent not otherwise paid;

SECOND: to payment to the persons entitled thereto of all installments of interest then due and payable on the Bonds of such Series, in the order in which such installments become due and payable 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 discrimination or preference except as to any difference in the rates of interest specified in the Bonds of such Series; and

THIRD: to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds of such Series which shall have become due (other than Bonds of such Series called for redemption for the payment of which sufficient moneys are held pursuant to this Master Indenture), in the order of their due dates, with interest upon the Bonds of such Series at the rates specified therein from the dates upon which they become due to their

payment date, and, if the amount available shall not be sufficient to pay in full the principal of Bonds of such Series due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Owners of the Bonds of such Series entitled thereto without any discrimination or preference except as to any difference in the foregoing rates of interest.

(b) If the aggregate principal amount of all the Bonds of a Series shall have become due and payable in accordance with their terms or shall have been declared due and payable pursuant to the provisions of Section 903 hereof, all such moneys shall be applied first to the payment of any fees and expenses of the Trustee, including reasonable counsel fees and expenses, to the extent not otherwise paid, and then the payment of the whole amount of principal and interest then due and unpaid upon the Bonds of such Series, without preference or priority of principal or of interest or of any installment of interest over any other, or of any Bond over any other Bond of such Series, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds of such Series.

(c) If the principal of all the Bonds of a Series shall have been declared due and payable pursuant to the provisions of Section 903 hereof, and if such declaration shall thereafter have been rescinded and annulled pursuant to the provisions of Section 903 hereof, then, if the aggregate principal amount of all of the Bonds of such Series shall later become due or be declared due and payable pursuant to the provisions of Section 903 hereof, the moneys remaining in and thereafter accruing to the related Series Revenue Fund shall be applied in accordance with subsection (b) above.

The provisions of this Section 905 are in all respects subject to the provisions of Section 901 hereof.

Whenever moneys are to be applied pursuant to this Section 905, such moneys shall be applied by the Trustee at such times as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application. The deposit of such moneys with the Paying Agent shall constitute proper application by the Trustee, and the Trustee shall incur no liability whatsoever to any Owner or to any other person for any delay in applying any such funds, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies such moneys in accordance with such provisions of this Master Indenture as may be applicable at the time of application. Whenever the Trustee shall exercise such discretion in applying such funds, it shall

fix the date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date and shall not be required to make payment to any Owner until such Bond shall be surrendered to him for appropriate endorsement.

Section 906. Effect of Discontinuance of Proceedings. If any proceeding taken by the Trustee or any Owner on account of any default shall have been discontinued or abandoned for any reason, then the District and the Owner shall be restored to their former positions and rights hereunder, respectively, and all rights and remedies of the Owners shall continue as though no such proceeding had been taken.

Section 907. Restriction on Individual Owner Actions. Except as provided in Section 910 below, no Owner of any Bonds of a Series shall have any right in any manner whatsoever to affect, disturb or prejudice the security of this Master Indenture or any Supplemental Indenture, or to enforce any right hereunder or thereunder except in the manner herein or therein provided, and all proceedings at law or in equity shall be instituted and maintained for the benefit of all Owners of the Bonds of such Series.

Section 908. No Remedy Exclusive. No remedy conferred upon the Trustee or the Owners is intended to be exclusive of any other remedy herein or in any Supplemental Indenture provided, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereunder.

Section 909. Delay Not a Waiver. No delay or omission of the Trustee or any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Trustee and the Owners may be exercised from time to time and as often as may be deemed expedient.

Section 910. Right to Enforce Payment of Bonds. Nothing in this Article IX shall affect or impair the right of any Owner to enforce the payment of Debt Service on the Bond of which such person is the registered Owner, or the obligation of the District to pay Debt Service to the Owner at the time and place specified in such Bond.

Section 911. No Cross Default Among Series. The occurrence of an Event of Default hereunder or under any Supplemental Indenture with respect to any Series of Bonds shall not constitute an Event of Default with respect to any other Series of Bonds, unless the event giving rise to the Event of Default also constitutes an Event of Default hereunder or under the Supplemental Indenture with respect to such other Series of Bonds.

Section 912. Indemnification. Other than to make proper draws under a Credit Facility, the Trustee shall be under no obligation to institute any suit or to take any remedial proceeding under this Master Indenture or any Supplemental Indenture or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to advance its own money, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability. Notwithstanding the foregoing, the indemnification provided by this Section 912 shall not be applicable in cases of the Trustee's gross negligence or willful misconduct.

Section 913. Provisions Relating to Bankruptcy or Insolvency of Landowner.

(a) The provisions of this Section 913 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, or tax parcels which are in the aggregate, subject to at least five percent (5%) of the Assessments pledged to the Bonds of a Series then 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 Bonds of a Series were issued by the District, the Owners of the Bonds of a Series 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 make a reasonable attempt to timely seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds of a Series then 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 Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Assessments relating to the Bonds of a Series then Outstanding, the Bonds of such Series then Outstanding 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 Bonds of such Series then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following delivery to the Trustee and the Majority Owners of a 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 Assessments relating to the Bonds of a Series then Outstanding, the Bonds of such Series then 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 make a reasonable attempt to timely seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Bonds of such Series then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following delivery to the Trustee and the Majority Owners of a 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 Assessments relating to the Bonds of a Series then 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 Assessments relating to the Bonds of a Series then 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 by the Trustee in such Proceeding or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceeding or take any other action in such Proceeding, which is adverse to the Trustee's enforcement of the District's claim and rights with respect to the Assessments relating to the Bonds of a Series then 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 to (A) file a proof of claim with respect to the Assessments pledged to the Bonds of a Series then Outstanding, (B) deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (C) defend any objection filed to said proof of claim.

The District acknowledges and agrees that it shall not be a defense to a breach of the foregoing covenants that it has acted on advice of counsel in not complying with the foregoing covenants.

(c) Nothing in this Section 913 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 a claim for Operation and Maintenance Assessments in such manner as it shall deem appropriate in its sole and absolute discretion; provided, however, that such claim shall not seek to reduce the amount or receipt of Assessments. 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 Assessments relating to the Bonds of a Series then 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) above.

ARTICLE X
EXECUTION OF INSTRUMENTS BY OWNERS AND PROOF OF OWNERSHIP OF BONDS

Section 1001. Execution of Instruments by Owners and Proof of Ownership of Bonds. Any request, direction, consent or other instrument in writing required or permitted by this Master Indenture or any Supplemental Indenture to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor and may be signed or executed by Owners or their attorneys or legal representatives. Proof of the execution of any such instrument shall be sufficient for any purpose of this Master Indenture and shall be conclusive in favor of the District with regard to any action taken by it under such instrument if verified by any officer in any jurisdiction who, by the laws thereof, has power to take affidavits within such jurisdiction, to the effect that such instrument was subscribed and sworn to before him, or by an affidavit of a witness to such execution. Where such execution is on behalf of a person other than an individual such verification or affidavit shall also constitute sufficient proof of the authority of the signer thereof.

Nothing contained in this Article X shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of

the Owner of any Bond shall bind every future Owner of the same Bond in respect of anything done by the Trustee or the District in pursuance of such request or consent.

Section 1002. Deposit of Bonds. Notwithstanding the foregoing, neither the District nor the Trustee shall be required to recognize any person as an Owner of any Bond or to take any action at his request unless such Bond shall be deposited with the Trustee.

ARTICLE XI
SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Without Owner Consent. The Governing Body from time to time may authorize such indentures supplemental hereto or amendatory hereof as shall not be inconsistent with the terms and provisions hereof (which Supplemental Indenture shall thereafter form a part hereof), without the consent of the Owners, for the following purposes:

(a) to provide for the initial issuance of a Series of Bonds or Refunding Bonds; or

(b) to make any change whatsoever to the terms and provisions of this Master Indenture, but only as such change relates to a Series of Bonds upon the original issuance thereof (or upon the original issuance of Refunding Bonds which defease and discharge the Supplemental Indenture of the Series of Bonds to be refunded) under and pursuant to the terms of the Supplemental Indenture effecting such change; or

(c) to cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Master Indenture; or

(d) to grant to the Owners or to the Trustee on behalf of the Owners any additional rights or security that may lawfully be granted; or

(e) to add to the covenants and agreements of the District in this Master Indenture other covenants and agreements thereafter to be observed by the District to the benefit of the Owners of the Bonds then Outstanding; or

(f) to make such changes as may be necessary in order to reflect amendments to Chapters 170, 190, 197 and 298, Florida Statues, or any other Florida Statutes, so long as, in the opinion of counsel to the District, such changes either: (i) do not have a material adverse effect on the Owners of each Series of Bonds to which such changes relate; or (ii) if such changes do have a material adverse effect, that they nevertheless are required to be made as a result of such amendments; or

(g) to modify the provisions of this Master Indenture or any Supplemental Indenture provided that such modification does not, in the written opinion of Bond Counsel, materially adversely affect the interests of the Owners of Bonds then Outstanding, upon which opinion the Trustee may conclusively rely.

Section 1102. Supplemental Indentures With Owner Consent.

(a) Subject to the provisions contained in this Section 1102, and not otherwise, the Majority Owners of Bonds then Outstanding shall have the right, from time to time, anything contained in this Master Indenture to the contrary notwithstanding, to consent to and approve the adoption of such indentures supplemental hereto or amendatory hereof as shall be deemed desirable by the District for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the provisions of this Master Indenture; provided, however, that nothing herein contained shall permit, or be construed as permitting, without the consent of all Owners of Bonds then Outstanding and affected by such supplement or amendment,

(i) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond;

(ii) a reduction in the principal, premium, or interest on any Bond;

(iii) a preference or priority of any Bond over any other Bond; or

(iv) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture.

(b) In addition to the foregoing, the Majority Owners of any Series of Bonds then Outstanding shall have the right, from time to time, anything contained in this Master Indenture or in the Supplemental Indenture relating to such Series of Bonds to the contrary notwithstanding, to consent to and approve the adoption of such indentures supplemental to the Supplemental Indenture relating to such Series of Bonds or amendatory thereof, but not hereof, as shall be deemed desirable by the District for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the provisions of such Supplemental Indenture or of any indenture supplemental thereto; provided, however, that nothing herein contained shall permit, or be construed as permitting, without the consent of all Owners of Bonds of such Series then Outstanding and affected by such amendment,

(i) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond of such Series;

(ii) a reduction in the principal, premium, or interest on any Bond of such Series;

(iii) a preference or priority of any Bond of such Series over any other Bond of such Series; or

(iv) a reduction in the aggregate principal amount of the Bonds of such Series required for consent to such indenture supplemental to the Supplemental Indenture.

(c) If at any time the District shall determine that it is desirable to approve any Supplemental Indenture pursuant to this Section 1102, the District shall cause the Trustee to mail, at the expense of the District, notice of the proposed approval to the Owners whose approval is required. Such notice shall be prepared by the District and shall briefly set forth the nature of the proposed Supplemental Indenture or indenture supplemental to a Supplemental Indenture and shall state that copies thereof are on file with the Secretary for inspection by all affected Owners. The District shall not, however, be subject to any liability to any Owner by reason of its failure to cause the notice required by this Section 1102 to be mailed and any such failure shall not affect the validity of such Supplemental Indenture or indenture supplemental to a Supplemental Indenture when consented to and approved as provided in this Section 1102.

(d) Whenever, at any time within one (1) year after the date of the first mailing of such notice, there shall be delivered to the District an instrument or instruments in writing purporting to be executed by the Owners of the requisite principal amount of the Bonds of such Series then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Indenture or indenture supplemental to a Supplemental Indenture described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Governing Body and the Trustee may approve such Supplemental Indenture and cause it to be executed, in substantially such form, without liability or responsibility to any Owner.

Section 1103. Opinion of Bond Counsel With Respect to Supplemental Indenture. In addition to the other requirements herein set forth with respect to Supplemental Indentures or indentures supplemental to a Supplemental Indenture, no such indenture shall be effective unless and until there shall have been delivered to the Trustee, at the expense of the District, an opinion of Bond Counsel to the effect that such indenture is permitted pursuant to this Master Indenture and that such indenture is the valid and binding obligation of the District enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or general equitable principles, upon which opinion the Trustee may conclusively rely. In addition, if such indenture relates to a Series of Tax-Exempt Bonds, such opinion shall also state that such indenture will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the related Series of Bonds.

Section 1104. Supplemental Indenture Part of Indenture. Any Supplemental Indenture executed in accordance with this Article XI and approved as to legality by counsel to the District shall thereafter, except as otherwise provided therein, form a part of this Master Indenture. Except as applicable only to Bonds of a Series, all of the terms and conditions contained in any such Supplemental Indenture amendatory of this Master Indenture shall be part of the terms and conditions hereof. The Trustee is not obligated to execute any amendment that is adverse to the interests of the Trustee.

Section 1105. Insurer or Issuer of a Credit Facility or Liquidity Facility as Owner of Bonds.

(a) As long as a Credit Facility or Liquidity Facility securing all or a portion of the Bonds of a Series then Outstanding is in effect and the issuer thereof is not in default of any of its obligations under such Credit Facility or Liquidity Facility, as the case may be, the issuer of the Credit Facility or Liquidity Facility or the Insurer, to the extent so authorized in the applicable Supplemental Indenture, will be deemed to be the Owner of the Bonds of such Series secured by the Credit Facility or Liquidity Facility:

(i) at all times for the purpose of the execution and delivery of a Supplemental Indenture or of any amendment, change or modification of the Master Indenture or the applicable Supplemental Indenture or the initiation by Owners of any action to be undertaken by the Trustee at the Owner's request, which under the Master Indenture or the applicable Supplemental Indenture requires the written approval or consent of or can be initiated by the Majority Owners of the Bonds of such Series then Outstanding;

(ii) at all times for the purpose of the mailing of any notice to Owners under the Master Indenture or the applicable Supplemental Indenture; and

(iii) following an Event of Default for all other purposes.

(b) Notwithstanding the foregoing, neither an Insurer nor the issuer of a Credit Facility or Liquidity Facility with respect to a Series of Bonds will be deemed to be an Owner of the Bonds of such Series with respect to any such Supplemental Indenture or of any amendment, change or modification of the Master Indenture which would have the effect of permitting:

(i) a change in the terms of redemption or maturity of any Bonds of a Series then Outstanding or of any installment of interest thereon; or

(ii) a reduction in the principal amount or the Redemption Price thereof or in rate of interest thereon; or

(iii) reducing the percentage or otherwise affecting the classes of Bonds the consent of the Owners of which is required to effect any such modification or amendment; or

(iv) creating any preference or priority of any Bond of a Series over any other Bond of such Series.

ARTICLE XII
DEFEASANCE

Section 1201. Defeasance and Discharge of the Lien of this Master Indenture and Supplemental Indentures.

(a) If the District pays or causes to be paid, or there shall otherwise be paid, to the Owners of all Bonds, the principal or Redemption Price, if applicable, and interest due or to become due thereon and the obligations under any Letter of Credit Agreement and any Liquidity Agreement, at the times and in the manner stipulated therein and in this Master Indenture and pays or causes to be paid all other moneys owing hereunder and under any Supplemental Indenture (including, without limitation the fees and expenses of the Trustee, including reasonable counsel fees and expenses), then the lien of this Master Indenture and all covenants, agreements and other obligations of the District to the Owners and the issuer of any Credit Facility or Liquidity Facility shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee upon the request of the District shall execute and deliver to the District all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee and the Paying Agent shall pay over or deliver, as directed by the District, all moneys or securities held by them pursuant to this Master Indenture which are not required for the payment of principal or Redemption Price, if applicable, on Bonds not theretofore surrendered for such payment or redemption or for payment of obligations under any Letter of Credit Agreement and any Liquidity Agreement. If the District pays or causes to be paid, or there shall otherwise be paid, to the Owners of all Bonds then Outstanding or of a particular maturity, of a particular Series or of any part of a particular maturity or Series, the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Master Indenture, such Bonds shall cease to be entitled to any lien, benefit or security under this Master Indenture, and all covenants, agreements and obligations of the District to the Owners of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied. Anything to the contrary in this Section 1201 notwithstanding, this Master Indenture shall not be discharged nor shall any Bonds with respect to which moneys or Federal Securities have been deposited in accordance with the provisions of this Section 1201 cease to be entitled to the lien, benefit or security under this Master Indenture, except to the extent that the lien, benefit and security of this Master Indenture and the obligations of the District

hereunder shall be limited solely to and such Bonds shall be secured solely by and be payable solely from the moneys or Federal Securities so deposited.

(b) Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee (through deposit pursuant to this Master Indenture of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in this Section 1201. All Bonds of any particular maturity or Series then Outstanding shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 1201 if:

(i) in case any of such Bonds are to be redeemed on any date prior to their maturity, the District shall have given to the Trustee or the Bond Registrar irrevocable instructions accepted in writing by the Trustee or the Bond Registrar to mail as provided in Article III hereof notice of redemption of such Bonds on such date;

(ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Federal Securities, the principal of and the interest on which when due shall, as demonstrated in an Accountant's Certificate, provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Bonds on or prior to the redemption date or maturity date thereof, as the case may be;

(iii) the District shall have given the Trustee or the Bond Registrar in form satisfactory to it irrevocable instructions to mail, postage prepaid, to each registered Owner of Bonds then Outstanding at the address, if any, appearing upon the registration books of the District, a notice to the registered Owners of such Bonds and to the Bond Registrar that the deposit required by (ii) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Section 1201 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, on such Bonds; and

(iv) the Trustee shall have received an opinion of Bond Counsel to the effect that such defeasance is permitted under this Master Indenture and the Supplemental Indenture relating to the Series of Bonds so defeased and that, in the case of Tax-Exempt Bonds, such defeasance will not adversely affect the tax-exempt status of such Series of Bonds.

(c) Neither Federal Securities nor moneys deposited with the Trustee pursuant to this Section 1201 nor principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on such Bonds; provided that any cash received from such principal or interest payments on such Federal Securities deposited with the Trustee:

(i) to the extent such cash shall not be required at any time for such purpose as evidenced by an Accountant's Certificate, and to the extent all obligations under any Letter of Credit Agreement and any Liquidity Agreement are satisfied, as determined by an Insurer or an issuer of any Credit Facility or Liquidity Facility securing the Bonds with respect to which such Federal Securities have been so deposited, shall be paid over upon the direction of the District as received by the Trustee, free and clear of any trust, lien, pledge or assignment securing such Bonds or otherwise existing under this Master Indenture; and

(ii) to the extent such cash shall be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Securities maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if applicable, and interest to become due on such Bonds, or obligations under any Letter of Credit Agreement and any Liquidity Agreement, on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over as received by the Trustee to the District, free and clear of any lien, pledge or security interest securing such Bonds or otherwise existing under this Master Indenture.

For the purposes of this provision, Federal Securities means and includes only such securities which shall not be subject to redemption prior to their maturity other than at the option of the holder thereof.

(d) As to any Variable Rate Bonds, whether discharged and satisfied under the provisions of subsection (a) or (b) above, the amount required for the interest thereon shall be calculated at the maximum rate permitted by the terms of the provisions which authorized the issuance of such Variable Rate Bonds; provided, however, that if on any date, as a result of such Variable Rate Bonds having borne interest at less than such maximum rate for any period, the total amount of moneys and Investment Obligations on deposit for the payment of interest on such Variable Rate Bonds is in excess of the total amount which would have been required to be deposited on such date in respect of such Variable Rate Bonds in order to fully discharge and satisfy such Bonds and obligations under any Letter of Credit Agreement and any Liquidity Agreement pursuant to the provisions of this Section 1201, the District may use the amount of such excess free and clear of any trust, lien, security interest, pledge or assignment securing said

Variable Rate Bonds or otherwise existing under this Master Indenture, any Letter of Credit Agreement or any Liquidity Agreement.

(e) Notwithstanding any of the provisions of this Master Indenture to the contrary, Option Bonds may only be fully discharged and satisfied either pursuant to subsection (a) above or by depositing in the Series Interest Account, the Series Principal Account, the Series Sinking Fund Account and the Series Redemption Account, or in such other accounts which are irrevocably pledged to the payment of the Option Bonds, as the District may create and establish by Supplemental Indenture, moneys which together with other moneys lawfully available therefor shall be sufficient at the time of such deposit to pay when due the maximum amount of principal of and Redemption Price, if any, and interest on such Option Bonds which could become payable to the Owners of such Bonds upon the exercise of any options provided to the Owners of such Bonds; provided however, that if at the time a deposit is made pursuant to this subsection (e) the options originally exercisable by the Owner of an Option Bond are no longer exercisable, such Bond shall not be considered an Option Bond for purposes of this subsection (e). If any portion of the moneys deposited for the payment of the principal of and Redemption Price, if any, and interest on Option Bonds is not required for such purpose and is not needed to reimburse an Insurer or an issuer of any Credit Facility or Liquidity Facility, for obligations under any Letter of Credit Agreement and any Liquidity Agreement, the District may use the amount of such excess free and clear of any trust, lien, security interest, pledge or assignment securing such Option Bonds or otherwise existing under this Master Indenture, any Letter of Credit Agreement or any Liquidity Agreement.

(f) Anything in this Master Indenture to the contrary notwithstanding, any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any of the Bonds which remain unclaimed for two (2) years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bonds became due and payable, shall at the written request of the District be repaid by the Trustee or Paying Agent to the District, as its absolute property and free from trust, and the Trustee or Paying Agent shall thereupon be released and discharged with respect thereto and the Owners shall look only to the District for the payment of such Bonds; provided, however, that before being required to make any such payment to the District, the Trustee or Paying Agent shall, at the expense of the District, cause to be mailed, postage prepaid, to any Insurer or any issuer of any Credit Facility or Liquidity Facility, and to each registered Owner of Bonds then Outstanding at the address, if any, appearing upon the registration books of the District, a notice that such moneys remain unclaimed and that, after a date named in such notice, which date shall be not less than thirty (30) days after the

date of the mailing of such notice, the balance of such moneys then unclaimed shall be returned to the District.

(g) In the event that the principal and Redemption Price, if applicable, and interest due on the Bonds shall be paid by the Insurer pursuant to a municipal bond insurance policy, the assignment and pledge and all covenants, agreements and other obligations of the District to the Owners of such Bonds shall continue to exist and the Insurer shall be subrogated to the rights of such Owners.

(h) Anything in this Master Indenture to the contrary notwithstanding, the provisions of the foregoing subsections (b) through (g) shall apply to the discharge of Bonds of a Series and to the discharge of the lien of any Supplemental Indenture securing such Series of Bonds as though each reference to the "Master Indenture" were a reference to such "Supplemental Indenture" and as though each reference to "Bonds then Outstanding" were a reference to the "Bonds of such Series then Outstanding."

Section 1202. Moneys Held in Trust. All moneys and obligations held by an escrow or paying agent or trustee pursuant to this Section 1202 shall be held in trust and the principal and interest of said obligations when received, and said moneys, shall be applied to the payment, when due, of the principal, interest and premium, if any, of the Bonds to be paid or to be called for redemption.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

Section 1301. Effect of Covenant. All covenants, stipulations, obligations and agreements of the District contained in this Master Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the District and of the Governing Body of the District to the full extent authorized or permitted by law and all such covenants, stipulations, obligations and agreements shall bind or inure to the benefit of the successor or successors thereof from time to time and any officer, board, body or commission to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Except as otherwise provided herein, all rights, powers and privileges conferred, and duties and liabilities imposed, upon the District or the Governing Body, by this Master Indenture shall be exercised or performed by the Governing Body, or by such other officers, board, body or commission as may be required by law to exercise such powers or to perform such duties.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member, agent or employee of the Governing Body in his or her individual capacity, and neither the

members of the Governing Body nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 1302. Manner of Giving Notice to the District and the Trustee. Any notice, demand, direction, request or other instrument authorized or required by this Master Indenture to be given to or filed with the District or the Governing Body or the Trustee shall be deemed to have been sufficiently given or filed for all purposes of this Master Indenture if and when sent by certified mail, return receipt requested:

To the District, addressed to:

Sugarloaf Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road
Suite 410W
Boca Raton, Florida 33431

To the Trustee, addressed to:

U.S. Bank Trust Company, National Association
500 West Cypress Creek Road
Suite 460
Fort Lauderdale, Florida 33309
Attention: Corporate Trust Department

or to such other address as shall be provided to the other party hereto in writing.

All documents received by the District and the Trustee under this Master Indenture shall be retained in their possession, subject at all reasonable times to the inspection of any Owner and the agents and representatives thereof.

Section 1303. Manner of Giving Notice to the Owners. Any notice, demand, direction, request, or other instrument authorized or required by this Master Indenture to be mailed to the Owners shall be deemed to have been sufficiently mailed if mailed by first class mail, postage pre-paid, to the Owners at their addresses as they appear at the time of mailing on the registration books maintained by the Bond Registrar.

Section 1304. Successorship of District Officers. If the offices of Chairman or Secretary shall be abolished or any two or more of such offices shall be merged or consolidated, or in the event of a vacancy in any such office by reason of death, resignation, removal from office or otherwise, or in the event any such officer shall become incapable of performing the duties of his office by reason of sickness,

absence from the District or otherwise, all powers conferred and all obligations and duties imposed upon such officer shall be performed by the officer succeeding to the principal functions thereof or by the officer upon whom such powers, obligations and duties shall be imposed by law.

Section 1305. Inconsistent Provisions. All provisions of any resolutions, and parts thereof, which are inconsistent with any of the provisions of this Master Indenture are hereby declared to be inapplicable to this Master Indenture.

Section 1306. Further Acts; Counterparts. The officers and agents of the District are hereby authorized and directed to do all acts and things required of them by the Bonds and this Master Indenture, for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the Bonds and this Master Indenture.

This Master Indenture and any Supplemental Indenture may be executed in duplicate counterparts each of which shall constitute one and the same agreement.

Section 1307. Headings Not Part of Indenture. Any headings preceding the texts of the several Articles and Sections hereof and any table of contents, marginal notes or footnotes appended to copies hereof shall be solely for convenience of reference and shall not constitute a part of this Master Indenture, nor shall they affect its meaning, construction or effect.

Section 1308. Effect of Partial Invalidity. In case any one or more of the provisions of this Master Indenture or of any Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Master Indenture or of the Bonds, but this Master Indenture and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The Bonds are issued and this Master Indenture is adopted with the intent that the laws of the State shall govern their construction.

Section 1309. Attorneys' Fees. Any reference herein to the term "attorneys' fees," "counsel fees" or "legal fees" or words of like import shall include but not be limited to fees of legal assistants and paralegals and fees incurred in any and all legal proceedings, including any trial or appellate level proceedings, and any sales tax thereon.

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Section 1310. Effective Date. This Master Indenture shall be effective as of the date first written above.

(SEAL)

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairman/Vice Chairman

ATTEST:

By: _____
Secretary/Assistant Secretary

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Vice President

Section 1310. Effective Date. This Master Indenture shall be effective as of the date first written above.

(SEAL)

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairman/Vice Chairman

ATTEST:

By: _____
Secretary/Assistant Secretary

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Vice President

EXHIBIT A

FORM OF REQUISITION

The undersigned, an Authorized Officer of Sugarloaf 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, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of January 1, 2026, as amended and supplemented by the [_____] Supplemental Trust Indenture between the District and the Trustee, dated as of [_____] (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 or state costs of issuance, if applicable):

(E) Fund, Account or subaccount from which disbursement is to be made:

The undersigned hereby certifies that:

☐ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the [_____] Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the [_____] Project and each represents a Cost of the [_____] Project that has not previously been paid out of such Account or subaccount;

OR

☐ this requisition is for costs of issuance payable from the [_____] Costs of Issuance Account that has not previously been paid out of such Account.

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.

Originals or copies of the invoice(s) from the contractor of the improvements acquired or services rendered (or other equivalent supporting documents) with respect to which disbursement is hereby requested are on file with the District.

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

By: _____
Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the [_____] Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the [_____] Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the [_____] Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an Exhibit to the [_____] Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

_____
Consulting Engineer

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SECOND SUPPLEMENTAL TRUST INDENTURE

BETWEEN

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

AND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,

AS TRUSTEE

Dated as of September 1, 2026

$[Bond Amount] Capital Improvement Revenue Bonds, Series 2026-1
(Assessment Area Two)

TABLE OF CONTENTS

This Table of Contents is incorporated herein for ease of reference only and shall not be deemed a part of this Second Supplemental Trust Indenture.

ARTICLE I
DEFINITIONS

Section 101. Definitions 4

ARTICLE II
AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2026-1 BONDS

Section 201. Authorization of Series 2026-1 Bonds; Book-Entry Only Form 9
Section 202. Terms 10
Section 203. Dating; Interest Accrual 10
Section 204. Denominations 11
Section 205. Paying Agent 11
Section 206. Bond Registrar 11
Section 207. Conditions Precedent to Issuance of Series 2026-1 Bonds 11

ARTICLE III
REDEMPTION OF SERIES 2026-1 BONDS

Section 301. Bonds Subject to Redemption 12

ARTICLE IV
DEPOSIT OF SERIES 2026-1 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

Section 401. Establishment of Accounts 12
Section 402. Use of Series 2026-1 Bond Proceeds 13
Section 403. Series 2026-1 Acquisition and Construction Account; Series 2026-1 Costs of Issuance Account 13
Section 404. Series 2026-1 Capitalized Interest Account 14
Section 405. Series 2026-1 Reserve Account 14
Section 406. Amortization Installments; Selection of Bonds for Redemption 15
Section 407. Tax Covenants 16
Section 408. Series 2026-1 Revenue Account; Application of Revenues and Investment Earnings 16

ARTICLE V
CONCERNING THE TRUSTEE

Section 501. Acceptance by Trustee 18
Section 502. Limitation of Trustee's Responsibility 18

Section 503. Trustee's Duties 18

ARTICLE VI
ADDITIONAL BONDS

Section 601. No Parity Bonds; Limitation on Parity Assessments 19

ARTICLE VII
MISCELLANEOUS

Section 701. Confirmation of Master Indenture 19
Section 702. Continuing Disclosure Agreement 19
Section 703. Additional Covenant Regarding Assessments 19
Section 704. Collection of Assessments 20
Section 705. Owner Direction and Consent with Respect to Series 2026-1 Acquisition and Construction Account Upon Occurrence of Event of Default 20
Section 706. Assignment of District's Rights Under Collateral Assignment 20
Section 707. Enforcement of True-Up Agreement and Completion Agreement 21
Section 708. Payment of Rebate Amount 21

Exhibit A – Description of Series 2026-1 Project
Exhibit B – Form of Series 2026-1 Bonds
Exhibit C – Form of Requisition for Series 2026-1 Project
Exhibit D – Form of Investor Letter

SECOND SUPPLEMENTAL TRUST INDENTURE

THIS SECOND SUPPLEMENTAL TRUST INDENTURE (this "Second Supplemental Indenture") is dated as of September 1, 2026, between **SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT** (the "District") and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as trustee (the "Trustee"), a national banking association, authorized to accept and execute trusts of the character herein set forth, with its designated corporate trust office located at 500 West Cypress Creek Road, Suite 460, Fort Lauderdale, Florida 33309, Attention: Corporate Trust Department.

WHEREAS, the District entered into a Master Trust Indenture, dated as of January 1, 2026 (the "Master Indenture" and together with this Second Supplemental Indenture, the "Indenture"), with the Trustee to secure the issuance of its Sugarloaf Community Development District Capital Improvement Revenue Bonds (the "Bonds"), issuable in one or more Series from time to time; and

WHEREAS, pursuant to Resolution No. 2024-10, adopted by the Governing Body of the District on July 22, 2024, the District has authorized the issuance, sale and delivery of not to exceed $126,465,000 of Bonds, to be issued in one or more Series of Bonds as authorized under the Master Indenture, which Bonds were validated by final judgment of the Fifth Judicial Circuit of Florida, in and for Lake County on October 29, 2024, the appeal period for which expired with no appeal having been taken; and

WHEREAS, the Governing Body of the District duly adopted Resolution No. 2024-08, on July 22, 2024, providing for the acquisition, construction and installation of assessable capital improvements (the "Capital Improvement Plan"), providing estimated Costs of the Capital Improvement Plan, defining assessable property to be benefited by the Capital Improvement Plan, defining the portion of the Costs of the Capital Improvement Plan with respect to which Assessments will be imposed and the manner in which such Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll, and stating the intent of the District to issue Bonds of the District secured by such Assessments to finance the Costs of the acquisition, construction and installation of the Capital Improvement Plan, and the Governing Body of the District duly adopted Resolution No. 2024-12, on September 23, 2024, following a public hearing conducted in accordance with the Act, to fix and establish the Assessments and the benefited property; and

WHEREAS, pursuant to Resolution No. 2026-07, adopted by the Governing Body of the District on May 29, 2026 (the "Award Resolution"), the District has authorized the issuance, sale and delivery of, among other things, its $[Bond Amount] Sugarloaf Community Development District Capital Improvement Revenue Bonds, Series 2026-1 (Assessment Area Two) (the "Series 2026-1 Bonds"), which are issued hereunder as an issue of Bonds under the Master Indenture, and has ratified and

confirmed the Master Indenture and authorized the execution and delivery of this Second Supplemental Indenture to secure the issuance of the Series 2026-1 Bonds and to set forth the terms of the Series 2026-1 Bonds; and

WHEREAS, the District will apply the proceeds of the Series 2026-1 Bonds to (a) finance a portion of the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2026-1 Project (hereinafter defined), (b) pay certain costs associated with the issuance of the Series 2026-1 Bonds, (c) make a deposit into the Series 2026-1 Reserve Account to be held for the benefit of all of the Series 2026-1 Bonds, and (d) pay a portion of the interest to become due on the Series 2026-1 Bonds; and

WHEREAS, simultaneously with the issuance of the Series 2026-1 Bonds and pursuant to the Award Resolution, the Master Indenture and a Third Supplemental Trust Indenture dated as of even date herewith (the "Third Supplemental Indenture"), the District has authorized the issuance, sale and delivery of its $[2026-2 Amount] Sugarloaf Community Development District Capital Improvement Revenue Bonds, Series 2026-2 (Assessment Area Three) (the "Series 2026-2 Bonds"), which will be separately secured as a separate Series of Bonds under the Master Indenture and are issued to (a) finance a portion of the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2026-2 Project (as defined in the Third Supplemental Indenture), (b) pay certain costs associated with the issuance of the Series 2026-2 Bonds, (c) make a deposit into the Series 2026-2 Reserve Account to be held for the benefit of all of the Series 2026-2 Bonds, and (d) pay a portion of the interest to become due on the Series 2026-2 Bonds; and

WHEREAS, the Series 2026-1 Bonds will be payable from and secured in part by revenues derived from Assessments imposed, levied and collected by the District in accordance with the Series 2026-1 Assessment Proceedings (hereinafter defined) with respect to property specially benefited by the Series 2026-1 Project (the "Series 2026-1 Assessments"); and

WHEREAS, the execution and delivery of the Series 2026-1 Bonds and of this Second Supplemental Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the Series 2026-1 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 Series 2026-1 Trust Estate (hereinafter defined) have been done;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS SECOND SUPPLEMENTAL 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 Series 2026-1 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 Series 2026-1 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 Series 2026-1 Bonds (a) has executed and delivered this Second Supplemental Indenture and (b) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in the trusts established 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, the revenues derived by the District from the Series 2026-1 Assessments (the "Series 2026-1 Pledged Revenues") and the Funds and Accounts (except for the Series 2026-1 Rebate Account) established hereby (the "Series 2026-1 Pledged Funds") which shall constitute the Series Trust Estate securing the Series 2026-1 Bonds (the "Series 2026-1 Trust Estate");

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 said 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 Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2026-1 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 one Series 2026-1 Bond over any other Series 2026-1 Bond by reason of priority in their issue, sale or execution;

PROVIDED HOWEVER, that if the District, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2026-1 Bonds or any Series 2026-1 Bond of a particular maturity issued, 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 Series 2026-1 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 provisions 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 Series 2026-1 Bonds or any Series 2026-1 Bond 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 Series 2026-1 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 expressed in the Master Indenture (except as amended directly or by implication by this Second Supplemental Indenture) and this Second Supplemental Indenture, 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 Series 2026-1 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 the use of such terms in the recitals hereto and the granting clauses hereof) unless (a) expressly given a different meaning herein or (b) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

"Arbitrage Certificate" shall mean the Certificate as to Arbitrage and Certain Other Tax Matters of the District dated as of [Closing Date].

"Assessment Area Two" shall mean the approximately 54.717 gross acres of land within the District also known as "Whispering Winds" anticipated to include 205 residential units, as more fully described in the Engineer's Report and the Assessment Methodology.

"Assessment Methodology" shall mean the Master Special Assessment Methodology Report, dated July 22, 2024, as supplemented by the Final Second Supplemental Special Assessment Methodology Report, dated September [__], 2026, each prepared by the Methodology Consultant.

"Authorized Denomination" shall mean, with respect to the Series 2026-1 Bonds, on the date of issuance, the denomination of $5,000 and any integral multiple thereof; provided, however, if any initial Beneficial Owner does not purchase at least

$100,000 of the Series 2026-1 Bonds at the time of initial delivery of the Series 2026-1 Bonds, such Beneficial Owner must either execute and deliver to the District and the Underwriter on the date of delivery of the Series 2026-1 Bonds an investor letter substantially in the form attached hereto as Exhibit D 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 Owners" shall have the meaning given such term by DTC so long as it is the registered Owner through its Nominee, Cede & Co., of the Series 2026-1 Bonds as to which such reference is made to enable such Series 2026-1 Bonds to be held in book-entry only form, and shall otherwise mean the registered Owner on the registration books of the District maintained by the Bond Registrar.

"Bond Depository" shall mean the securities depository from time to time under Section 201 hereof, which may be the District.

"Bond Participants" shall mean those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds Series 2026-1 Bonds as securities depository.

"Collateral Assignment" shall mean the Collateral Assignment and Assumption of Development and Contract Rights (Series 2026-1 Project – Assessment Area Two Bonds) between the District and the Developer, dated as of [Closing Date].

"Completion Agreement" shall mean the Completion Agreement (Series 2026-1 Project) between the District and the Developer, dated as of [Closing Date].

"Continuing Disclosure Agreement" shall mean the Continuing Disclosure Agreement, by and among the District, the Developer, and Wrathell, Hunt & Associates, LLC, as dissemination agent, dated as of [Closing Date].

"Delinquent Assessment Interest" shall mean Series 2026-1 Assessment Interest deposited by the District with the Trustee on or after May 1 of the year in which such Series 2026-1 Assessment Interest has, or would have, become delinquent under State law or the Series 2026-1 Assessment Proceedings applicable thereto.

"Delinquent Assessment Principal" shall mean Series 2026-1 Assessment Principal deposited by the District with the Trustee on or after May 1 of the year in which such Series 2026-1 Assessment Principal has, or would have, become delinquent under State law or the Series 2026-1 Assessment Proceedings applicable thereto.

"Delinquent Assessments" shall mean, collectively, Delinquent Assessment Principal and Delinquent Assessment Interest.

"Developer" shall mean Stanley Martin Homes, LLC, a Delaware limited liability company.

"Engineer's Report" shall mean the Master Engineer's Report, dated September 2024, as supplemented by the Supplemental Engineer's Report Assessment Area Two & Assessment Area Three, dated May 2026, each prepared by Poulos & Bennett, LLC, copies of which are attached hereto as Exhibit A.

"Interest Payment Date" shall mean each May 1 and November 1, commencing November 1, 2026.

"Majority Owners" shall mean the Beneficial Owners of more than fifty percent (50%) in principal amount of the Outstanding Series 2026-1 Bonds.

"Methodology Consultant" shall mean Wrathell, Hunt & Associates, LLC.

"Nominee" shall mean the nominee of the Bond Depository, which may be the Bond Depository, as determined from time to time pursuant to this Second Supplemental Indenture.

"Quarterly Redemption Date" shall mean each February 1, May 1, August 1 and November 1.

"Redemption Date" shall mean a Quarterly Redemption Date in the case of a partial redemption of Outstanding Series 2026-1 Bonds, or any date in the case of the redemption of all of the Outstanding Series 2026-1 Bonds.

"Reserve Account Release Conditions #1" shall mean, collectively, that (a) all lots subject to the Series 2026-1 Assessments have been developed and platted, and (b) there are no Events of Default occurring or continuing under the Indenture with respect to the Series 2026-1 Bonds. The Consulting Engineer shall provide a written certification to the District and the Trustee certifying that the event in clause (a) has occurred and the District Manager shall provide a written certification to the District and the Trustee affirming clause (b), on which certifications the Trustee may conclusively rely.

"Reserve Account Release Conditions #2" shall mean, collectively, that (a) all of the Reserve Account Release Conditions #1 have been satisfied, (b) all homes within Assessment Area Two have received a certificate of occupancy, (c) all of the principal portion of the Series 2026-1 Assessments has been assigned to such homes, (d) all Series 2026-1 Assessments are being collected pursuant to the Uniform Method, and (e) there are no Events of Default occurring or continuing under the Indenture with respect to the Series 2026-1 Bonds. The District Manager shall provide a written certification to the District and the Trustee certifying that the events in clauses (a) through (d) have occurred and affirming clause (e), on which certifications the Trustee may conclusively rely.

"Series 2026-1 Assessment Interest" shall mean the interest on the Series 2026-1 Assessments which is pledged to the Series 2026-1 Bonds.

"Series 2026-1 Assessment Principal" shall mean the principal amount of Series 2026-1 Assessments received by the District which represents a proportionate amount of the principal of and Amortization Installments of the Series 2026-1 Bonds, other than applicable Delinquent Assessment Principal and Series 2026-1 Prepayments.

"Series 2026-1 Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2026-1 Assessments which include Resolution Nos. 2024-08, 2024-09, 2024-12 and 2026-[__], adopted by the Governing Body of the District, and any supplemental proceedings undertaken by the District with respect to the Series 2026-1 Assessments and the Assessment Methodology as approved thereby.

"Series 2026-1 Assessment Revenues" shall mean all revenues derived by the District from the Series 2026-1 Assessments, including Delinquent Assessments, proceeds from any foreclosure of the lien of Delinquent Assessments and any statutory interest on the Delinquent Assessments collected by the District in excess of the rate of interest on the Series 2026-1 Bonds.

"Series 2026-1 Investment Obligations" shall mean and includes any of the following securities, if and to the extent that such securities are legal investments for funds of the District:

(a) Government Obligations that have a maturity of not more than 365 days from the date of acquisition;

(b) Both (i) 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 at the time of purchase (Aaa-mf and AAAm, respectively), and (ii) shares of money market mutual funds that invest only in Government Obligations;

(c) Money market deposit accounts, time deposits, and certificates of deposits issued by commercial banks, savings and loan associations or mutual savings banks and which bank at the time of purchase has its short-term deposits rated at least "A-1" by S&P or "P-1" by Moody's; and

(d) Commercial paper of any entity formed under the laws of the United States of America or any state thereof (having maturities of not more than 270 days) and which commercial paper has a short term rating at the time of purchase of at least "A-1" by S&P and "P-1" by Moody's.

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

"Series 2026-1 Prepayment Interest" shall mean the interest on the Series 2026-1 Prepayments received by the District.

"Series 2026-1 Prepayments" shall mean the excess amount of Series 2026-1 Assessment Principal received by the District over the Series 2026-1 Assessment Principal included within a Series 2026-1 Assessment appearing on any outstanding and unpaid tax bill or direct collect invoice, whether or not mandated to be prepaid in accordance with the Series 2026-1 Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2026-1 Prepayments shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

"Series 2026-1 Project" shall mean that portion of the Capital Improvement Plan benefiting Assessment Area Two to be financed in part with the proceeds of the Series 2026-1 Bonds on deposit in the Series 2026-1 Acquisition and Construction Account, as more particularly described in the Engineer's Report.

"Series 2026-1 Reserve Account Requirement" shall mean an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2026-1 Bonds, as of the time of any such calculation, until such time as the Reserve Account Release Conditions #1 are met, at which time and thereafter, Series 2026-1 Reserve Account Requirement shall mean an amount equal to twenty-five percent (25%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2026-1 Bonds, as of the time of any such calculation, until such time as the Reserve Account Release Conditions #2 are met, at which time and thereafter, Series 2026-1 Reserve Account Requirement shall mean an amount equal to ten percent (10%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2026-1 Bonds, as of the time of any such calculation. On the date of initial issuance of the Series 2026-1 Bonds, the Series 2026-1 Reserve Account Requirement shall be $[RAR].

"Substantially Absorbed" shall mean the date on which the principal amount of the Series 2026-1 Assessments equaling at least seventy-five percent (75%) of the then Outstanding principal amount of the Series 2026-1 Bonds is levied on tax parcels within Assessment Area Two with respect to which a certificate of occupancy has been issued for a structure thereon, as certified by an Authorized Officer and upon which the Trustee may conclusively rely.

"True-Up Agreement" shall mean the True-Up Agreement (Series 2026-1 Project Area – Assessment Area Two Assessments) between the District and the Developer, dated as of [Closing Date].

"Underwriter" shall mean FMSbonds, Inc., the underwriter of the Series 2026-1 Bonds.

ARTICLE II
AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2026-1 BONDS

Section 201. Authorization of Series 2026-1 Bonds; Book-Entry Only Form. The Series 2026-1 Bonds are hereby authorized to be issued in one Series in the aggregate principal amount of $[Bond Amount] for the purposes enumerated in the recitals hereto to be designated "Sugarloaf Community Development District Capital Improvement Revenue Bonds, Series 2026-1 (Assessment Area Two)." The Series 2026-1 Bonds shall be substantially in the form attached hereto as Exhibit B. Each Series 2026-1 Bond shall bear the designation "2026-1R" and shall be numbered consecutively from 1 upwards.

The Series 2026-1 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2026-1 Bond for each maturity thereof. Upon initial issuance, the ownership of each such Series 2026-1 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2026-1 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 Series 2026-1 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 Participant or to any indirect Bond Participant. 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 (a) the accuracy of the records of DTC, Cede & Co., or any Bond Participant with respect to any ownership interest in the Series 2026-1 Bonds, (b) the delivery to any Bond 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 Series 2026-1 Bonds, including any notice of redemption, or (c) the payment to any Bond 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 Series 2026-1 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent shall treat and consider the person in whose name each Series 2026-1 Bond is registered in the registration books kept by the Bond Registrar as the absolute Owner of such Series 2026-1 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2026-1 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2026-1 Bond, for the purpose of registering transfers with respect to such

Series 2026-1 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2026-1 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 payments 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 Series 2026-1 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 Series 2026-1 Bond 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 herein 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, the Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC (a) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Series 2026-1 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 Series 2026-1 Bonds, or (b) 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 Series 2026-1 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 Owners transferring or exchanging the Series 2026-1 Bonds shall designate, in accordance with the provisions hereof.

Section 202. Terms. The Series 2026-1 Bonds shall be issued as [___] ([__]) Term Bonds, shall be dated as of the date of their issuance and delivery to the initial purchasers thereof, shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

Number	Principal Amount	Maturity Date	Interest Rate	CUSIP

Section 203. Dating; Interest Accrual. Each Series 2026-1 Bond shall be dated [Closing Date]. Each Series 2026-1 Bond shall also bear its date of authentication. Each Series 2026-1 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 (a) is an Interest Payment Date to which interest on such Series 2026-1 Bond has been paid, in which event such Series 2026-1 Bond shall bear interest from its date of authentication, or (b) is prior to the first Interest Payment Date for the Series 2026-1 Bonds, in which event such Series 2026-1 Bond shall bear interest from its date. Interest on the Series 2026-1 Bonds shall be due and payable on each May 1 and November 1, commencing November 1, 2026, and shall be computed on the basis of a 360-day year comprised of twelve (12) thirty (30) day months.

Section 204. Denominations. The Series 2026-1 Bonds shall be issued in Authorized Denominations.

Section 205. Paying Agent. The District appoints the Trustee as Paying Agent for the Series 2026-1 Bonds.

Section 206. Bond Registrar. The District appoints the Trustee as Bond Registrar for the Series 2026-1 Bonds.

Section 207. Conditions Precedent to Issuance of Series 2026-1 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2026-1 Bonds, all the Series 2026-1 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 Series 2026-1 Assessment Proceedings;

(b) executed copies of the Master Indenture and this Second Supplemental Indenture;

(c) a customary Bond Counsel opinion;

(d) the District Counsel opinion required by the Master Indenture;

(e) a certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2026-1 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) an Engineer's Certificate and a copy of the Engineer's Report, which sets forth the estimated Costs of the Series 2026-1 Project;

(g) a certificate of the Methodology Consultant addressing the validity of the Series 2026-1 Assessments;

(h) a certified copy of the final judgment of validation in respect of the Bonds together with a certificate of no appeal; and

(i) an executed Collateral Assignment, Completion Agreement and True-Up Agreement.

Payment to the Trustee of the net proceeds of the Series 2026-1 Bonds in the amount of $[NP] shall conclusively evidence that the foregoing conditions precedent have been met to the satisfaction of the District and the Underwriter.

ARTICLE III
REDEMPTION OF SERIES 2026-1 BONDS

Section 301. Bonds Subject to Redemption. The Series 2026-1 Bonds are subject to redemption prior to maturity as provided in the form thereof attached hereto as Exhibit B. Interest on Series 2026-1 Bonds which are called for redemption shall be paid on the date of redemption from the Series 2026-1 Interest Account or from the Series 2026-1 Revenue Account to the extent moneys in the Series 2026-1 Interest Account are insufficient for such purpose. Moneys in the Series 2026-1 Optional Redemption Subaccount shall be applied in accordance with Section 506 of the Master Indenture to the optional redemption of Series 2026-1 Bonds.

ARTICLE IV
DEPOSIT OF SERIES 2026-1 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

Section 401. Establishment of Accounts. There are hereby established, as needed, the following Accounts:

(a) within the Acquisition and Construction Fund held by the Trustee, a Series 2026-1 Acquisition and Construction Account and a Series 2026-1 Costs of Issuance Account;

(b) within the Debt Service Fund held by the Trustee: (i) a Series 2026-1 Debt Service Account and therein a Series 2026-1 Sinking Fund Account, a Series 2026-1 Interest Account and a Series 2026-1 Capitalized Interest Account; and (ii) a Series 2026-1 Redemption Account and therein a Series 2026-1 Prepayment Subaccount and a Series 2026-1 Optional Redemption Subaccount;

(c) within the Reserve Fund held by the Trustee, a Series 2026-1 Reserve Account, which shall be held for the benefit of all of the Series 2026-1 Bonds, without distinction as to Series 2026-1 Bonds and without privilege or priority of one Series 2026-1 Bond over another;

(d) within the Revenue Fund held by the Trustee, a Series 2026-1 Revenue Account; and

(e) within the Rebate Fund held by the Trustee, a Series 2026-1 Rebate Account.

Section 402. Use of Series 2026-1 Bond Proceeds. The net proceeds of sale of the Series 2026-1 Bonds in the amount of $[NP] (consisting of $[Bond Amount].00 principal amount of Series 2026-1 Bonds [less/plus] [net] original issue [discount/premium] in the amount of $[OID/OIP] and less an underwriter's discount in the amount of $[UD]), shall as soon as practicable upon the delivery thereof to the Trustee by the District pursuant to Section 207 of the Master Indenture, be applied as follows:

(a) $[RAR], representing the Series 2026-1 Reserve Account Requirement at the time of issuance of the Series 2026-1 Bonds, shall be deposited to the credit of the Series 2026-1 Reserve Account;

(b) $[COI], representing the costs of issuance relating to the Series 2026-1 Bonds, shall be deposited to the credit of the Series 2026-1 Costs of Issuance Account;

(c) $[CAPI], representing Capitalized Interest on the Series 2026-1 Bonds through and including November 1, 2026, shall be deposited to the credit of the Series 2026-1 Capitalized Interest Account; and

(d) $[CD] shall be deposited to the credit of the Series 2026-1 Acquisition and Construction Account.

Section 403. Series 2026-1 Acquisition and Construction Account; Series 2026-1 Costs of Issuance Account. (a) Amounts on deposit in the Series 2026-1 Acquisition and Construction Account shall be applied to pay Costs of the Series 2026-1 Project upon compliance with the requisition provisions set forth in Section 503(b) of the Master Indenture and on the form attached hereto as Exhibit C. The Trustee shall have no duty to verify that any requested disbursement from the Series 2026-1 Acquisition and Construction Account is for a Cost of the Series 2026-1 Project. The Consulting Engineer shall establish a Date of Completion for the Series 2026-1 Project and any balance remaining in the Series 2026-1 Acquisition and Construction Account after such Date of Completion (taking into account the moneys then on deposit therein to pay any accrued but unpaid Costs of the Series 2026-1 Project which are required to be reserved in the Series 2026-1 Acquisition and Construction Account in accordance with the certificate of the Consulting Engineer delivered to the District and the Trustee establishing such Date of Completion), shall be transferred to the Series 2026-1 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2026-1 Bonds in accordance with Section 301 hereof and in the manner prescribed in the form of Series 2026-1 Bond attached hereto as Exhibit B. Notwithstanding the foregoing, the District shall not

establish a Date of Completion for the Series 2026-1 Project until after both the Reserve Account Release Conditions #1 and the Reserve Account Release Conditions #2 have been satisfied and moneys have been transferred from the Series 2026-1 Reserve Account to the Series 2026-1 Acquisition and Construction Account as a result of such satisfaction pursuant to Section 405 hereof. At such time as there are no amounts on deposit in the Series 2026-1 Acquisition and Construction Account, such Account shall be closed.

(b) The amount deposited in the Series 2026-1 Costs of Issuance Account shall, at the written direction of an Authorized Officer to the Trustee, be used to pay the costs of issuance relating to the Series 2026-1 Bonds. On the earlier to occur of (i) the written direction of an Authorized Officer or (ii) six (6) months from the date of issuance of the Series 2026-1 Bonds, any amounts deposited in the Series 2026-1 Costs of Issuance Account for which the Trustee has not received a requisition to pay such costs shall be transferred over and deposited into the Series 2026-1 Acquisition and Construction Account and used for the purposes permitted therefor. Any deficiency in the amount allocated to pay the costs of issuance relating to the Series 2026-1 Bonds shall be paid from excess moneys on deposit in the Series 2026-1 Revenue Account pursuant to Section 408(d) FOURTH hereof. When such deficiency has been satisfied and no moneys remain therein, the Series 2026-1 Costs of Issuance Account shall be closed.

Section 404. Series 2026-1 Capitalized Interest Account. Amounts on deposit in the Series 2026-1 Capitalized Interest Account shall, until and including November 1, 2026, be transferred into the Series 2026-1 Interest Account and applied to the payment of interest first coming due on the Series 2026-1 Bonds in accordance with Section 408(d) hereof, and thereafter transferred into the Series 2026-1 Acquisition and Construction Account, whereupon the Series 2026-1 Capitalized Interest Account shall be closed.

Section 405. Series 2026-1 Reserve Account. The Series 2026-1 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2026-1 Reserve Account Requirement. Except as otherwise provided herein or in the Master Indenture, amounts on deposit in the Series 2026-1 Reserve Account shall be used only for the purpose of making payments into the Series 2026-1 Interest Account and the Series 2026-1 Sinking Fund Account to pay Debt Service on the Series 2026-1 Bonds, when due, without distinction as to Series 2026-1 Bonds and without privilege or priority of one Series 2026-1 Bond over another, to the extent the moneys on deposit in such Accounts available therefor are insufficient and for no other purpose. The Series 2026-1 Reserve Account shall consist only of cash and Series 2026-1 Investment Obligations.

Anything herein or in the Master Indenture to the contrary notwithstanding, on the forty-fifth (45th) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45th) day is not a Business Day, on the Business Day preceding such forty-

fifth (45th) day), an Authorized Officer of the District shall recalculate the Series 2026-1 Reserve Account Requirement and shall direct the Trustee in writing to transfer any excess on deposit in the Series 2026-1 Reserve Account (a) resulting from Prepayments of Series 2026-1 Assessments into the Series 2026-1 Prepayment Subaccount and applied as a credit against the Prepayment otherwise required to be made by the owner of such lot or parcel subject to such Prepayment and thereafter applied to the extraordinary mandatory redemption of the Series 2026-1 Bonds, (b) resulting from a reduction of the Series 2026-1 Reserve Account Requirement as the result of either the Reserve Account Release Conditions #1 or the Reserve Account Release Conditions #2 being met into the Series 2026-1 Acquisition and Construction Account and used for the purposes of such Account, or (c) resulting from investment earnings as provided in Section 408(f) herein. The Trustee is hereby authorized to make such transfers and has no duty to verify such calculations.

On the earliest date on which there is on deposit in the Series 2026-1 Reserve Account sufficient moneys, after taking into account other moneys available therefor, to pay and redeem all of the Outstanding Series 2026-1 Bonds, together with accrued interest and redemption premium, if any, on such Series 2026-1 Bonds to the earliest Redemption Date permitted therein and herein, then the Trustee shall transfer the amount on deposit in the Series 2026-1 Reserve Account into the Series 2026-1 Prepayment Subaccount to pay and redeem all of the Outstanding Series 2026-1 Bonds on the earliest Redemption Date permitted for redemption therein and herein.

Anything herein or in the Master Indenture to the contrary notwithstanding, amounts on deposit in the Series 2026-1 Reserve Account shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessments.

Section 406. Amortization Installments; Selection of Bonds for Redemption. (a) The Amortization Installments established for the Series 2026-1 Bonds shall be as set forth in the form of Series 2026-1 Bonds attached hereto.

(b) Upon any redemption of Series 2026-1 Bonds (other than Series 2026-1 Bonds redeemed in accordance with scheduled Amortization Installments and other than Series 2026-1 Bonds redeemed at the direction of the District accompanied by a cash flow certificate as required by Section 506(b) of the Master Indenture), the Trustee shall cause Series 2026-1 Bonds to be redeemed in such amounts and having such maturities so as to result in Amortization Installments recalculated, which recalculation shall be performed by the District, in such manner as shall amortize all the Outstanding Series 2026-1 Bonds of all of the maturities in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining terms of all of the Series 2026-1 Bonds.

Section 407. Tax Covenants. The District shall comply with the Arbitrage Certificate, including but not limited to the Tax Regulatory Covenants set forth as an exhibit to the Arbitrage Certificate, as amended and supplemented from time to time in accordance with their terms.

Section 408. Series 2026-1 Revenue Account; Application of Revenues and Investment Earnings. (a) The Trustee is hereby authorized and directed to deposit any and all amounts required to be deposited in the Series 2026-1 Revenue Account by this Section 408 or by any other provision of the Master Indenture or this Second Supplemental Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2026-1 Revenue Account 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.

(b) The Trustee shall deposit into the Series 2026-1 Revenue Account (i) Series 2026-1 Assessment Revenues other than Series 2026-1 Prepayments (which Series 2026-1 Prepayments shall be identified by the District to the Trustee as such in writing upon deposit, upon which certification the Trustee may conclusively rely, and which shall be deposited into the Series 2026-1 Prepayment Subaccount), (ii) Series 2026-1 Prepayment Interest, and (iii) any other revenues required by other provisions of the Indenture to be deposited into the Series 2026-1 Revenue Account.

(c) On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or if such forty-fifth (45th) day is not a Business Day, on the Business Day preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2026-1 Prepayment Subaccount and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2026-1 Revenue Account for deposit into the Series 2026-1 Prepayment Subaccount an amount sufficient to increase the amount on deposit therein to the nearest integral multiple of $5,000 (provided that there are sufficient funds remaining in the Series 2026-1 Revenue Account to pay Debt Service coming due on the Series 2026-1 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2026-1 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2026-1 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2026-1 Bonds set forth in the form of Series 2026-1 Bonds attached hereto, Section 301 hereof, and Article III of the Master Indenture.

(d) On 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 first transfer from the Series 2026-1 Capitalized Interest Account to the Series 2026-1 Interest Account the lesser of (i) the amount of interest coming due on the Series 2026-1 Bonds on such May 1 or November 1, less the amount already on deposit in the Series 2026-1 Interest Account, or (ii) the amount remaining in the Series 2026-1 Capitalized Interest Account. Following the foregoing transfer, on such May 1 or 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 then transfer amounts on deposit in the Series 2026-1 Revenue Account to the Accounts designated below in the following amounts and in the following order of priority:

FIRST, to the Series 2026-1 Interest Account, the amount, if any, equal to the difference between the amount of interest payable on all Series 2026-1 Bonds then Outstanding on such May 1 or November 1, and (i) the amount transferred from the Series 2026-1 Capitalized Interest Account in accordance with this Section 408(d), if any, and (ii) the amount already on deposit in the Series 2026-1 Interest Account not previously credited;

SECOND, on May 1, 20[__], and on each May 1 thereafter, to the Series 2026-1 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2026-1 Bonds subject to mandatory sinking fund redemption on such May 1 and the amount already on deposit in the Series 2026-1 Sinking Fund Account not previously credited;

THIRD, to the Series 2026-1 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2026-1 Reserve Account Requirement with respect to the Series 2026-1 Bonds; and

FOURTH, the balance shall first be deposited into the Series 2026-1 Costs of Issuance Account to fund any deficiencies in the amount allocated to pay the costs of issuance relating to the Series 2026-1 Bonds, and then the balance shall be retained in the Series 2026-1 Revenue Account.

(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 Series 2026-1 Revenue Account to the Series 2026-1 Rebate Account 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.

(f) Anything herein or in the Master Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2026-1 Bonds shall be invested only in Series 2026-1 Investment Obligations. Earnings on investments in the Series 2026-1 Acquisition and Construction Account, the Series 2026-1 Interest Account and the Series 2026-1 Capitalized Interest Account shall be retained, as realized, in such Accounts and used for the purposes of such Accounts. Earnings on investments in the Funds and Accounts other than the Series 2026-1 Reserve Account, and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2026-1 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2026-1 Reserve Account shall be disposed of as follows:

(i) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2026-1 Reserve Account as of the most recent date on which amounts on deposit in the Series 2026-1 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2026-1 Reserve Account since such date which have created a deficiency, then earnings on investments in the Series 2026-1 Reserve Account shall be deposited into the Series 2026-1 Capitalized Interest Account through November 1, 2026, and thereafter shall be deposited into the Series 2026-1 Revenue Account and used for the purpose of such Account; or

(ii) if there was a deficiency (as defined in Section 509 of the Master Indenture) in the Series 2026-1 Reserve Account as of the most recent date on which amounts on deposit in the Series 2026-1 Reserve Account were valued by the Trustee, or if after such date withdrawals have been made from the Series 2026-1 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2026-1 Reserve Account shall be retained in the Series 2026-1 Reserve Account until the amount on deposit therein is equal to the Series 2026-1 Reserve Account Requirement, and then earnings on investments in the Series 2026-1 Reserve Account shall be deposited into the Series 2026-1 Capitalized Interest Account through November 1, 2026, and thereafter shall be deposited into the Series 2026-1 Revenue Account and used for the purpose of such Account.

The foregoing determination and disbursement shall be made prior to any recalculation and transfer of excess amounts on deposit in the Series 2026-1 Reserve Account made pursuant to 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 herein and in the Master 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 VI thereof.

ARTICLE VI
ADDITIONAL BONDS

Section 601. No Parity Bonds; Limitation on Parity Assessments. Other than Refunding Bonds issued to refund the then Outstanding Series 2026-1 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2026-1 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2026-1 Trust Estate. The District further covenants and agrees that so long as the Series 2026-1 Assessments have not been Substantially Absorbed, it will not issue Bonds or other debt obligations secured by Assessments on any lands subject to the Series 2026-1 Assessments without the written consent of the Majority Owners. Notwithstanding the immediately preceding sentence, the District may impose Assessments on property subject to the Series 2026-1 Assessments which are necessary for health, safety or welfare reasons, or to remediate a natural disaster, or to effect repairs to or replacement of property, facilities or equipment of the District without the consent of the Majority Owners.

ARTICLE VII
MISCELLANEOUS

Section 701. Confirmation of Master Indenture. As supplemented by this Second Supplemental Indenture, the Master Indenture is in all respects 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 Series 2026-1 Bonds issued hereunder.

Section 702. Continuing Disclosure Agreement. Contemporaneously with the execution and delivery hereof, the District has executed and delivered the Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended. The District covenants and agrees to comply with the provisions of the Continuing Disclosure Agreement. However, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but instead shall be enforceable as provided in the Continuing Disclosure Agreement.

Section 703. Additional Covenant Regarding Assessments. In addition to, 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 Series 2026-1 Assessment Proceedings heretofore adopted with respect to the Series 2026-1 Assessments, including the Assessment Methodology, and to levy the Series 2026-1 Assessments and collect 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 Series 2026-1 Bonds, when due.

Section 704. Collection of Assessments. (a) Anything herein or in the Master Indenture to the contrary notwithstanding, when permitted by law, Series 2026-1 Assessments levied on platted lots and pledged hereunder to secure the Series 2026-1 Bonds shall be collected pursuant to the Uniform Method, and Series 2026-1 Assessments levied on unplatted lands and pledged hereunder to secure the Series 2026-1 Bonds shall be collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, in each case unless otherwise directed by the Trustee acting at the direction of the Majority Owners upon the occurrence and continuance of an Event of Default.

(b) Series 2026-1 Assessments that are collected directly by the District and not via the Uniform Method shall be due and payable by each landowner no later than thirty (30) days prior to each respective Interest Payment Date; provided, however, that such Series 2026-1 Assessments shall not be deemed Delinquent Assessments unless and until such Series 2026-1 Assessments are not paid by the applicable Interest Payment Date with respect to which they have been billed.

Section 705. Owner Direction and Consent with Respect to Series 2026-1 Acquisition and Construction Account Upon Occurrence of Event of Default. In accordance with the provisions of the Indenture, the Series 2026-1 Bonds are payable solely from the Series 2026-1 Pledged Revenues and the Series 2026-1 Pledged Funds held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the District hereby acknowledges that (a) the Series 2026-1 Pledged Funds include, without limitation, all amounts on deposit in the Series 2026-1 Acquisition and Construction Account then held by the Trustee, (b) upon the occurrence of an Event of Default with respect to the Series 2026-1 Bonds, the Series 2026-1 Pledged Funds may not be used by the District (whether to pay Costs of the Series 2026-1 Project or otherwise) without the written consent of the Majority Owners, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Series 2026-1 Project and payment is for such work, and (c) upon the occurrence of an Event of Default with respect to the Series 2026-1 Bonds, the Series 2026-1 Pledged Funds may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay the reasonable 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 Series 2026-1 Project that will cause the expenditure of additional funds from the Series 2026-1 Trust Estate after the occurrence and during the continuance of an Event of Default unless authorized in writing by the Majority Owners.

Section 706. Assignment of District's Rights Under Collateral Assignment. Subject to the terms of the Collateral Assignment, the District hereby

assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the Series 2026-1 Bonds. The Trustee shall not be deemed to have accepted any obligation under the Collateral Assignment by virtue of such assignment.

Section 707. Enforcement of True-Up Agreement and Completion Agreement. The District, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the True-Up Agreement and the Completion Agreement and, upon the occurrence and continuance of a default under either or both of such Agreements, the District covenants and agrees that the Trustee, at the direction of the Majority Owners, may, subject to the provisions of Section 912 of the Master Indenture, act on behalf of and in the District's stead to enforce the provisions of such Agreements and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the True-Up Agreement and the Completion Agreement upon demand of the Majority Owners, or the Trustee at the direction of the Majority Owners, shall constitute an Event of Default under the Indenture, provided, however, that the District shall have a reasonable opportunity to cure.

Section 708. Payment of Rebate Amount. Anything herein or in the Master Indenture to the contrary notwithstanding, the District shall cause a Rebate Analyst to determine the Rebate Amount, if any, at the times and in the manner provided in the Tax Regulatory Covenants attached as an exhibit to the Arbitrage Certificate. If a Rebate Amount shall be due, the District shall deliver to the Trustee the written direction of an Authorized Officer to pay from the Series 2026-1 Rebate Account, or from any other available funds as shall be provided in such written direction, the Rebate Amount to the District for remittance to the Internal Revenue Service. The Trustee may conclusively rely on such written direction and shall have no responsibility for the calculation or payment of the Rebate Amount, if any. Notwithstanding Section 507(b) of the Master Indenture, the District shall not be required to provide the report of the Rebate Analyst to the Trustee.

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IN WITNESS WHEREOF, Sugarloaf Community Development District has caused this Second Supplemental Indenture to be signed in its name and on its behalf by its Chair, and its official seal to be hereunto affixed and attested by its Assistant Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Second Supplemental Indenture to be signed in its name and on its behalf by its duly authorized Vice President.

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

(SEAL)

By:_____
Chair, Board of Supervisors

Attest:

By:_____
Assistant Secretary

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By:_____
Vice President

EXHIBIT A

DESCRIPTION OF SERIES 2026-1 PROJECT

[See Report of Consulting Engineer Attached Hereto]

EXHIBIT B

FORM OF SERIES 2026-1 BONDS

No. 2026-1R- **$[__]**

UNITED STATES OF AMERICA
STATE OF FLORIDA
SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2026-1
(ASSESSMENT AREA TWO)

Interest Rate	Maturity Date	Dated Date	CUSIP
%	May 1, 20[__]	[Closing Date]	

Registered Owner: **CEDE & CO.**

Principal Amount:

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established 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 Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) 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, 2026, 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 (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 fifteenth (15th) day of the calendar month preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments 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 Bond. Any payment of principal, Amortization Installment or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank Trust Company, National Association, located in Fort Lauderdale, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"), unless the Bonds are held in the book-entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than $1,000,000 in aggregate principal amount of the Series 2026-1 Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year comprised of twelve (12) thirty (30) day months. During any period that this Bond is registered in the name of Cede & Co., as Nominee of DTC, the provisions of the Supplemental Indenture (hereinafter defined) relating to the book-entry only system shall apply, including the payment provisions thereof. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of Bonds of the District designated "Sugarloaf Community Development District Capital Improvement Revenue Bonds, Series 2026-1 (Assessment Area Two)" in the aggregate principal amount of $[Bond Amount] (the "Series 2026-1 Bonds") issued under a Master Trust Indenture, dated as of January 1, 2026 (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, 2026 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture"), between the District and the Trustee. The Series 2026-1 Bonds together with any other Bonds issued under and governed by the terms of the Master Indenture are hereinafter collectively referred to as the "Bonds." The District will apply the proceeds of the Series 2026-1 Bonds to (a) finance a portion of the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2026-1 Project, (b) pay certain costs associated with the issuance of the Series 2026-1 Bonds, (c) make a deposit into the Series 2026-1 Reserve Account to be held for the benefit of all of the Series 2026-1 Bonds, and (d) pay a portion of the interest to become due on the Series 2026-1 Bonds.

Simultaneously herewith and pursuant to the Master Indenture and a Third Supplemental Trust Indenture, dated as of September 1, 2026 (the "Third Supplemental Indenture"), the District has authorized the issuance, sale and delivery of its $[2026-2 Amount] Sugarloaf Community Development District Capital Improvement Revenue Bonds, Series 2026-2 (Assessment Area Three) (the "Series

2026-2 Bonds"), which will be separately secured as a separate Series of Bonds under the Master Indenture and issued to (a) finance a portion of the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2026-2 Project (as defined in the Third Supplemental Indenture), (b) pay certain costs associated with the Series 2026-2 Bonds, (c) make a deposit into the Series 2026-2 Reserve Account to be held for the benefit of all of the Series 2026-2 Bonds, and (d) pay a portion of the interest to become due on the Series 2026-2 Bonds.

NEITHER THIS BOND 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. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND 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 TERMS HEREOF. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE TERMS HEREOF SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2026-1 PLEDGED REVENUES AND THE SERIES 2026-1 PLEDGED FUNDS PLEDGED TO THE SERIES 2026-1 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust 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 Series 2026-1 Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Amortization Installments and Redemption Price of, and the interest on, the Series 2026-1 Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Series 2026-1 Assessments, the terms and conditions under which the Series 2026-1 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 Owners of the Series 2026-1 Bonds and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2026-1 Bonds are equally and ratably secured by the Series 2026-1 Trust Estate, without preference or priority of one Series 2026-1 Bond over another. The Supplemental Indenture does not authorize

the issuance of any additional Bonds ranking on parity with the Series 2026-1 Bonds as to the lien and pledge of the Series 2026-1 Trust Estate except, under certain circumstances, Refunding Bonds, and the Supplemental Indenture contains provisions limiting the imposition of capital Assessments on property subject to the Series 2026-1 Assessments.

The Series 2026-1 Bonds are issuable only as registered bonds without coupons in current interest form in Authorized Denominations. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Fort Lauderdale, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this 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 Bond or Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Fort Lauderdale, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The Series 2026-1 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20[__], at the Redemption Price of the principal amount of the Series 2026-1 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

The Series 2026-1 Bond maturing May 1, 20[__], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment

* Maturity

The Series 2026-1 Bond maturing May 1, 20[__], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment

* Maturity

The Series 2026-1 Bond maturing May 1, 20[__], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment

* Maturity

As more particularly set forth in the Indenture, any Series 2026-1 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 Series 2026-1 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2026-1 Bonds other than from scheduled Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2026-1 Bonds as set forth in the Supplemental Indenture.

The Series 2026-1 Bonds are subject to extraordinary mandatory redemption prior to maturity in whole or in part on any Redemption Date at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Series 2026-1 Project, by application of moneys transferred from the Series 2026-1 Acquisition and Construction Account to the Series 2026-1 Prepayment Subaccount as provided for in the Indenture; or

(b) from amounts, including Series 2026-1 Prepayments, required by the Indenture to be deposited into the Series 2026-1 Prepayment Subaccount; or

(c) from amounts transferred from the Series 2026-1 Reserve Account to the Series 2026-1 Prepayment Subaccount resulting from a reduction in the Series 2026-1 Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2026-1 Reserve Account, together with other moneys available therefor, is sufficient to pay and redeem all of the Series 2026-1 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2026-1 Bonds shall be called for redemption, the particular Series 2026-1 Bonds or portions of Series 2026-1 Bonds to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.

Notice of each redemption of Series 2026-1 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the date of redemption to each registered Owner of Series 2026-1 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 Series 2026-1 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 Series 2026-1 Bonds or such portions thereof on such date, interest on such Series 2026-1 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2026-1 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 Series 2026-1 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the

Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Pursuant to the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

The Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute an 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.

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2026-1 Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

Modifications or alterations of the Master Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Master Indenture.

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for two (2) years after the date when such Bond 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 two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities sufficient to pay the principal or Redemption Price of any Series 2026-1 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 the Series 2026-1 Bonds as to the Series 2026-1 Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This 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 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 Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This 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.

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IN WITNESS WHEREOF, Sugarloaf Community Development District has caused this Bond to bear the signature of the Chair of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Assistant Secretary to the Board of Supervisors.

Attest:

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

_____
Assistant Secretary

By:_____
Chair, Board of Supervisors

(SEAL)

CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Fifth Judicial Circuit of Florida, in and for Lake County rendered on October 29, 2024.

_____
Chair, Board of Supervisors,
Sugarloaf
Community Development District

CERTIFICATE OF AUTHENTICATION

This 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 Trustee

Date of Authentication:

[Closing Date]

By:_____
Vice President

[FORM OF ABBREVIATIONS]

The following abbreviations, when used in the inscription on the face of the within Bond, 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 tenants by the entireties

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____ under Uniform Transfers to Minors Act _____
(Cust.) (Minor)
(State)

Additional abbreviations may also be used though not in the above list.

[FORM OF ASSIGNMENT]

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer the said Bond on the books of the District, with full power of substitution in the premises.

Dated:

Social Security Number or Employer:

Identification Number of Transferee:

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Bond in every particular without alteration or any change whatsoever.

EXHIBIT C

FORM OF REQUISITION FOR SERIES 2026-1 PROJECT

The undersigned, an Authorized Officer of Sugarloaf 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, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of January 1, 2026 (the "Master Indenture"), as supplemented by the Second Supplemental Trust Indenture between the District and the Trustee, dated as of September 1, 2026 (the "Supplemental Indenture" and together with the Master Indenture, 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 or state costs of issuance, if applicable):

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

The undersigned hereby certifies that:

☐ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2026-1 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2026-1 Project and each represents a Cost of the Series 2026-1 Project that has not previously been paid out of such Account;

OR

☐ this requisition is for costs of issuance payable from the Series 2026-1 Costs of Issuance Account that has not previously been paid out of such Account.

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.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

By: _____
Authorized Officer
Requisition No.: _____

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Series 2026-1 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2026-1 Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Series 2026-1 Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

_____
Consulting Engineer
Requisition No.: _____

EXHIBIT D

FORM OF INVESTOR LETTER

[Date]

FMSbonds, Inc.
The FMSbonds Building
4775 Technology Way
Boca Raton, Florida 33431

Re: FMSbonds Account Number _____

To Whom it May Concern:

By signing this letter, I confirm that I have the authority to act on behalf of the above referenced account and this account meets the definition of an accredited investor based upon one or more of the criteria listed below. Federal securities laws define an accredited investor in Rule 501 of Regulation D as:

1. A bank, insurance company, registered investment company, business development company, or small business investment company;
2. An employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of $5 million;
3. A charitable organization, corporation, or partnership with assets exceeding $5 million;
4. A director, executive officer, or general partner of the company selling the securities;
5. A business in which all the equity owners are accredited investors;
6. A natural person who has individual net worth, or joint net worth with the person's spouse, that exceeds $1 million at the time of the purchase, excluding the value of the primary residence of such person;
7. A natural person with income exceeding $200,000 in each of the two most recent years or joint income with a spouse exceeding $300,000 for those years and a reasonable expectation of the same income level in the current year; or
8. A trust with assets in excess of $5 million, not formed to acquire the securities offered, whose purchases a sophisticated person makes.

I represent the following securities to be suitable for my investment objectives. A Copy of the offering document for the following security has been provided to me and I am aware that additional copies and other information may be found online at www.fmsbonds.com and www.emma.msrb.org.

Description _____
CUSIP _____
Rate _____
Maturity _____
Rating _____

Thank you,

_____ _____
Signature Date

_____ _____
Signature Date

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THIRD SUPPLEMENTAL TRUST INDENTURE

BETWEEN

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

AND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,

AS TRUSTEE

Dated as of September 1, 2026

$[Bond Amount] Capital Improvement Revenue Bonds, Series 2026-2
(Assessment Area Three)

TABLE OF CONTENTS

This Table of Contents is incorporated herein for ease of reference only and shall not be deemed a part of this Third Supplemental Trust Indenture.

ARTICLE I
DEFINITIONS

Section 101. Definitions 4

ARTICLE II
AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2026-2 BONDS

Section 201. Authorization of Series 2026-2 Bonds; Book-Entry Only Form 9
Section 202. Terms 10
Section 203. Dating; Interest Accrual 10
Section 204. Denominations 11
Section 205. Paying Agent 11
Section 206. Bond Registrar 11
Section 207. Conditions Precedent to Issuance of Series 2026-2 Bonds 11

ARTICLE III
REDEMPTION OF SERIES 2026-2 BONDS

Section 301. Bonds Subject to Redemption 12

ARTICLE IV
DEPOSIT OF SERIES 2026-2 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

Section 401. Establishment of Accounts 12
Section 402. Use of Series 2026-2 Bond Proceeds 13
Section 403. Series 2026-2 Acquisition and Construction Account; Series 2026-2 Costs of Issuance Account 13
Section 404. Series 2026-2 Capitalized Interest Account 14
Section 405. Series 2026-2 Reserve Account 14
Section 406. Amortization Installments; Selection of Bonds for Redemption 15
Section 407. Tax Covenants 15
Section 408. Series 2026-2 Revenue Account; Application of Revenues and Investment Earnings 16

ARTICLE V
CONCERNING THE TRUSTEE

Section 501. Acceptance by Trustee 18
Section 502. Limitation of Trustee's Responsibility 18

Section 503. Trustee's Duties 18

ARTICLE VI
ADDITIONAL BONDS

Section 601. No Parity Bonds; Limitation on Parity Assessments 19

ARTICLE VII
MISCELLANEOUS

Section 701. Confirmation of Master Indenture 19
Section 702. Continuing Disclosure Agreement 19
Section 703. Additional Covenant Regarding Assessments 19
Section 704. Collection of Assessments 20
Section 705. Owner Direction and Consent with Respect to Series 2026-2 Acquisition and Construction Account Upon Occurrence of Event of Default 20
Section 706. Enforcement of Completion Agreement 21
Section 707. Payment of Rebate Amount 21

Exhibit A – Description of Assessment Area Three Project
Exhibit B – Form of Series 2026-2 Bonds
Exhibit C – Form of Requisition for Assessment Area Three Project
Exhibit D – Form of Investor Letter

THIRD SUPPLEMENTAL TRUST INDENTURE

THIS THIRD SUPPLEMENTAL TRUST INDENTURE (this "Third Supplemental Indenture") is dated as of September 1, 2026, between **SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT** (the "District") and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as trustee (the "Trustee"), a national banking association, authorized to accept and execute trusts of the character herein set forth, with its designated corporate trust office located at 500 West Cypress Creek Road, Suite 460, Fort Lauderdale, Florida 33309, Attention: Corporate Trust Department.

WHEREAS, the District entered into a Master Trust Indenture, dated as of January 1, 2026 (the "Master Indenture" and together with this Third Supplemental Indenture, the "Indenture"), with the Trustee to secure the issuance of its Sugarloaf Community Development District Capital Improvement Revenue Bonds (the "Bonds"), issuable in one or more Series from time to time; and

WHEREAS, pursuant to Resolution No. 2024-10, adopted by the Governing Body of the District on July 22, 2024, the District has authorized the issuance, sale and delivery of not to exceed $126,465,000 of Bonds, to be issued in one or more Series of Bonds as authorized under the Master Indenture, which Bonds were validated by final judgment of the Fifth Judicial Circuit of Florida, in and for Lake County on October 29, 2024, the appeal period for which expired with no appeal having been taken; and

WHEREAS, the Governing Body of the District duly adopted Resolution No. 2024-08, on July 22, 2024, providing for the acquisition, construction and installation of assessable capital improvements (the "Capital Improvement Plan"), providing estimated Costs of the Capital Improvement Plan, defining assessable property to be benefited by the Capital Improvement Plan, defining the portion of the Costs of the Capital Improvement Plan with respect to which Assessments will be imposed and the manner in which such Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll, and stating the intent of the District to issue Bonds of the District secured by such Assessments to finance the Costs of the acquisition, construction and installation of the Capital Improvement Plan, and the Governing Body of the District duly adopted Resolution No. 2024-12, on September 23, 2024, following a public hearing conducted in accordance with the Act, to fix and establish the Assessments and the benefited property; and

WHEREAS, pursuant to Resolution No. 2026-07, adopted by the Governing Body of the District on May 29, 2026 (the "Award Resolution"), the District has authorized the issuance, sale and delivery of, among other things, its $[Bond Amount] Sugarloaf Community Development District Capital Improvement Revenue Bonds, Series 2026-2 (Assessment Area Three) (the "Series 2026-2 Bonds"), which are issued hereunder as an issue of Bonds under the Master Indenture, and has ratified and

confirmed the Master Indenture and authorized the execution and delivery of this Third Supplemental Indenture to secure the issuance of the Series 2026-2 Bonds and to set forth the terms of the Series 2026-2 Bonds; and

WHEREAS, the District will apply the proceeds of the Series 2026-2 Bonds to (a) finance a portion of the Cost of acquiring, constructing and equipping assessable improvements comprising the Assessment Area Three Project (hereinafter defined), (b) pay certain costs associated with the issuance of the Series 2026-2 Bonds, (c) make a deposit into the Series 2026-2 Reserve Account to be held for the benefit of all of the Series 2026-2 Bonds, and (d) pay a portion of the interest to become due on the Series 2026-2 Bonds; and

WHEREAS, simultaneously with the issuance of the Series 2026-2 Bonds and pursuant to the Award Resolution, the Master Indenture and a Second Supplemental Trust Indenture dated as of even date herewith (the "Second Supplemental Indenture"), the District has authorized the issuance, sale and delivery of its $[2026-1 Amount] Sugarloaf Community Development District Capital Improvement Revenue Bonds, Series 2026-1 (Assessment Area Two) (the "Series 2026-1 Bonds"), which will be separately secured as a separate Series of Bonds under the Master Indenture and are issued to (a) finance a portion of the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2026-1 Project (as defined in the Second Supplemental Indenture), (b) pay certain costs associated with the issuance of the Series 2026-1 Bonds, (c) make a deposit into the Series 2026-1 Reserve Account to be held for the benefit of all of the Series 2026-1 Bonds, and (d) pay a portion of the interest to become due on the Series 2026-1 Bonds; and

WHEREAS, the Series 2026-2 Bonds will be payable from and secured in part by revenues derived from Assessments imposed, levied and collected by the District in accordance with the Series 2026-2 Assessment Proceedings (hereinafter defined) with respect to property specially benefited by the Assessment Area Three Project (the "Series 2026-2 Assessments"); and

WHEREAS, the execution and delivery of the Series 2026-2 Bonds and of this Third Supplemental Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the Series 2026-2 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Third Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the Series 2026-2 Trust Estate (hereinafter defined) have been done;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS THIRD SUPPLEMENTAL 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 Series 2026-2 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 Series 2026-2 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 Third Supplemental Indenture and in the Series 2026-2 Bonds (a) has executed and delivered this Third Supplemental Indenture and (b) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in the trusts established 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, the revenues derived by the District from the Series 2026-2 Assessments (the "Series 2026-2 Pledged Revenues") and the Funds and Accounts (except for the Series 2026-2 Rebate Account) established hereby (the "Series 2026-2 Pledged Funds") which shall constitute the Series Trust Estate securing the Series 2026-2 Bonds (the "Series 2026-2 Trust Estate");

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 said 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 Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2026-2 Bonds issued or to be issued under and secured by this Third Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one Series 2026-2 Bond over any other Series 2026-2 Bond by reason of priority in their issue, sale or execution;

PROVIDED HOWEVER, that if the District, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2026-2 Bonds or any Series 2026-2 Bond of a particular maturity issued, secured and Outstanding under this Third Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2026-2 Bonds and this Third 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 Third 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 provisions of the Master Indenture and this Third Supplemental Indenture, then upon such final payments, this Third Supplemental Indenture and the rights hereby

granted shall cease and terminate, with respect to all Series 2026-2 Bonds or any Series 2026-2 Bond of a particular maturity, otherwise this Third Supplemental Indenture shall remain in full force and effect;

THIS THIRD SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Series 2026-2 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 expressed in the Master Indenture (except as amended directly or by implication by this Third Supplemental Indenture) and this Third Supplemental Indenture, 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 Series 2026-2 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 the use of such terms in the recitals hereto and the granting clauses hereof) unless (a) expressly given a different meaning herein or (b) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

"Arbitrage Certificate" shall mean the Certificate as to Arbitrage and Certain Other Tax Matters of the District dated as of [Closing Date].

"Assessment Area Three" shall mean the 178 platted lots within a portion of the District known as "Pine Ridge," as more fully described in the Engineer's Report and the Assessment Methodology.

"Assessment Area Three Project" shall mean that portion of the Capital Improvement Plan benefiting Assessment Area Three to be financed in part with the proceeds of the Series 2026-2 Bonds on deposit in the Series 2026-2 Acquisition and Construction Account, as more particularly described in the Engineer's Report.

"Assessment Methodology" shall mean the Master Special Assessment Methodology Report, dated July 22, 2024, as supplemented by the Final Third Supplemental Special Assessment Methodology Report (Assessment Area Three), dated September [__], 2026, each prepared by the Methodology Consultant.

"Authorized Denomination" shall mean, with respect to the Series 2026-2 Bonds, on the date of issuance, the denomination of $5,000 and any integral multiple thereof; provided, however, if any initial Beneficial Owner does not purchase at least $100,000 of the Series 2026-2 Bonds at the time of initial delivery of the Series 2026-2 Bonds, such Beneficial Owner must either execute and deliver to the District and the Underwriter on the date of delivery of the Series 2026-2 Bonds an investor letter substantially in the form attached hereto as Exhibit D 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 Owners" shall have the meaning given such term by DTC so long as it is the registered Owner through its Nominee, Cede & Co., of the Series 2026-2 Bonds as to which such reference is made to enable such Series 2026-2 Bonds to be held in book-entry only form, and shall otherwise mean the registered Owner on the registration books of the District maintained by the Bond Registrar.

"Bond Depository" shall mean the securities depository from time to time under Section 201 hereof, which may be the District.

"Bond Participants" shall mean those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds Series 2026-2 Bonds as securities depository.

"Completion Agreement" shall mean the [Completion Agreement (Series 2026-2 Project)] between the District and the Developer, dated as of [Closing Date].

"Continuing Disclosure Agreement" shall mean the Continuing Disclosure Agreement, by and among the District, the Developer, the Land Bank and Wrathell, Hunt & Associates, LLC, as dissemination agent, dated as of [Closing Date].

"Delinquent Assessment Interest" shall mean Series 2026-2 Assessment Interest deposited by the District with the Trustee on or after May 1 of the year in which such Series 2026-2 Assessment Interest has, or would have, become delinquent under State law or the Series 2026-2 Assessment Proceedings applicable thereto.

"Delinquent Assessment Principal" shall mean Series 2026-2 Assessment Principal deposited by the District with the Trustee on or after May 1 of the year in which such Series 2026-2 Assessment Principal has, or would have, become delinquent under State law or the Series 2026-2 Assessment Proceedings applicable thereto.

"Delinquent Assessments" shall mean, collectively, Delinquent Assessment Principal and Delinquent Assessment Interest.

"Developer" shall mean Tri Pointe Homes Holdings, Inc., a Delaware corporation.

"Engineer's Report" shall mean the Master Engineer's Report, dated September 2024, as supplemented by the Supplemental Engineer's Report Assessment Area Two & Assessment Area Three, dated May 2026, each prepared by Poulos & Bennett, LLC, copies of which are attached hereto as Exhibit A.

"Interest Payment Date" shall mean each May 1 and November 1, commencing November 1, 2026.

"Land Bank" shall mean KL LB Buy 5 LLC, a Delaware limited liability company.

"Majority Owners" shall mean the Beneficial Owners of more than fifty percent (50%) in principal amount of the Outstanding Series 2026-2 Bonds.

"Methodology Consultant" shall mean Wrathell, Hunt & Associates, LLC.

"Nominee" shall mean the nominee of the Bond Depository, which may be the Bond Depository, as determined from time to time pursuant to this Third Supplemental Indenture.

"Quarterly Redemption Date" shall mean each February 1, May 1, August 1 and November 1.

"Redemption Date" shall mean a Quarterly Redemption Date in the case of a partial redemption of Outstanding Series 2026-2 Bonds, or any date in the case of the redemption of all of the Outstanding Series 2026-2 Bonds.

"Reserve Account Release Conditions #1" shall mean, collectively, that (a) all lots subject to the Series 2026-2 Assessments have been developed and platted, and (b) there are no Events of Default occurring or continuing under the Indenture with respect to the Series 2026-2 Bonds. The Consulting Engineer shall provide a written certification to the District and the Trustee certifying that the event in clause (a) has occurred and the District Manager shall provide a written certification to the District and the Trustee affirming clause (b), on which certifications the Trustee may conclusively rely.

"Reserve Account Release Conditions #2" shall mean, collectively, that (a) all of the Reserve Account Release Conditions #1 have been satisfied, (b) all lots subject to the Series 2026-2 Assessments have constructed homes thereon which have each received a certificate of occupancy, (c) all of the principal portion of the Series 2026-2 Assessments has been assigned to such homes, (d) all Series 2026-2 Assessments are being collected pursuant to the Uniform Method, and (e) there are no Events of Default occurring or continuing under the Indenture with respect to the

Series 2026-2 Bonds. The District Manager shall provide a written certification to the District and the Trustee certifying that the events in clauses (a) through (d) have occurred and affirming clause (e), on which certifications the Trustee may conclusively rely.

"Series 2026-2 Assessment Interest" shall mean the interest on the Series 2026-2 Assessments which is pledged to the Series 2026-2 Bonds.

"Series 2026-2 Assessment Principal" shall mean the principal amount of Series 2026-2 Assessments received by the District which represents a proportionate amount of the principal of and Amortization Installments of the Series 2026-2 Bonds, other than applicable Delinquent Assessment Principal and Series 2026-2 Prepayments.

"Series 2026-2 Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2026-2 Assessments which include Resolution Nos. 2024-08, 2024-09, 2024-12 and 2026-[__], adopted by the Governing Body of the District, and any supplemental proceedings undertaken by the District with respect to the Series 2026-2 Assessments and the Assessment Methodology as approved thereby.

"Series 2026-2 Assessment Revenues" shall mean all revenues derived by the District from the Series 2026-2 Assessments, including Delinquent Assessments, proceeds from any foreclosure of the lien of Delinquent Assessments and any statutory interest on the Delinquent Assessments collected by the District in excess of the rate of interest on the Series 2026-2 Bonds.

"Series 2026-2 Investment Obligations" shall mean and includes any of the following securities, if and to the extent that such securities are legal investments for funds of the District:

(a) Government Obligations that have a maturity of not more than 365 days from the date of acquisition;

(b) Both (i) 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 at the time of purchase (Aaa-mf and AAAm, respectively), and (ii) shares of money market mutual funds that invest only in Government Obligations;

(c) Money market deposit accounts, time deposits, and certificates of deposits issued by commercial banks, savings and loan associations or mutual savings banks and which bank at the time of purchase has its short-term deposits rated at least "A-1" by S&P or "P-1" by Moody's; and

(d) Commercial paper of any entity formed under the laws of the United States of America or any state thereof (having maturities of not more than 270 days) and which commercial paper has a short term rating at the time of purchase of at least "A-1" by S&P and "P-1" by Moody's.

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

"Series 2026-2 Prepayment Interest" shall mean the interest on the Series 2026-2 Prepayments received by the District.

"Series 2026-2 Prepayments" shall mean the excess amount of Series 2026-2 Assessment Principal received by the District over the Series 2026-2 Assessment Principal included within a Series 2026-2 Assessment appearing on any outstanding and unpaid tax bill or direct collect invoice, whether or not mandated to be prepaid in accordance with the Series 2026-2 Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2026-2 Prepayments shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

"Series 2026-2 Reserve Account Requirement" shall mean an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2026-2 Bonds, as of the time of any such calculation, until such time as the Reserve Account Release Conditions #1 are met, at which time and thereafter, Series 2026-2 Reserve Account Requirement shall mean an amount equal to twenty-five percent (25%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2026-2 Bonds, as of the time of any such calculation, until such time as the Reserve Account Release Conditions #2 are met, at which time and thereafter, Series 2026-2 Reserve Account Requirement shall mean an amount equal to ten percent (10%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2026-2 Bonds, as of the time of any such calculation. On the date of initial issuance of the Series 2026-2 Bonds, the Series 2026-2 Reserve Account Requirement shall be $[RAR].

"Substantially Absorbed" shall mean the date on which the principal amount of the Series 2026-2 Assessments equaling at least seventy-five percent (75%) of the then Outstanding principal amount of the Series 2026-2 Bonds is levied on tax parcels within Assessment Area Three with respect to which a certificate of occupancy has been issued for a structure thereon, as certified by an Authorized Officer and upon which the Trustee may conclusively rely.

"Underwriter" shall mean FMSbonds, Inc., the underwriter of the Series 2026-2 Bonds.

ARTICLE II
AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2026-2 BONDS

Section 201. Authorization of Series 2026-2 Bonds; Book-Entry Only Form. The Series 2026-2 Bonds are hereby authorized to be issued in one Series in the aggregate principal amount of $[Bond Amount] for the purposes enumerated in the recitals hereto to be designated "Sugarloaf Community Development District Capital Improvement Revenue Bonds, Series 2026-2 (Assessment Area Three)." The Series 2026-2 Bonds shall be substantially in the form attached hereto as Exhibit B. Each Series 2026-2 Bond shall bear the designation "2026-2R" and shall be numbered consecutively from 1 upwards.

The Series 2026-2 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2026-2 Bond for each maturity thereof. Upon initial issuance, the ownership of each such Series 2026-2 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2026-2 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 Series 2026-2 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 Participant or to any indirect Bond Participant. 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 (a) the accuracy of the records of DTC, Cede & Co., or any Bond Participant with respect to any ownership interest in the Series 2026-2 Bonds, (b) the delivery to any Bond 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 Series 2026-2 Bonds, including any notice of redemption, or (c) the payment to any Bond 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 Series 2026-2 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent shall treat and consider the person in whose name each Series 2026-2 Bond is registered in the registration books kept by the Bond Registrar as the absolute Owner of such Series 2026-2 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2026-2 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2026-2 Bond, for the purpose of registering transfers with respect to such Series 2026-2 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2026-2 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 payments 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 Series 2026-2 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 Series 2026-2 Bond 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 herein with respect to Record Dates, the words "Cede & Co." in this Third 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, the Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC (a) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Series 2026-2 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 Series 2026-2 Bonds, or (b) 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 Series 2026-2 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 Owners transferring or exchanging the Series 2026-2 Bonds shall designate, in accordance with the provisions hereof.

Section 202. Terms. The Series 2026-2 Bonds shall be issued as [___] ([__]) Term Bonds, shall be dated as of the date of their issuance and delivery to the initial purchasers thereof, shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

Number	Principal Amount	Maturity Date	Interest Rate	CUSIP

Section 203. Dating; Interest Accrual. Each Series 2026-2 Bond shall be dated [Closing Date]. Each Series 2026-2 Bond shall also bear its date of authentication. Each Series 2026-2 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 (a) is an Interest Payment Date to which interest on such Series 2026-2 Bond has been paid, in which event such Series 2026-2 Bond shall bear interest from its date of authentication, or (b) is prior to the first Interest Payment Date for the Series 2026-2 Bonds, in which event such

Series 2026-2 Bond shall bear interest from its date. Interest on the Series 2026-2 Bonds shall be due and payable on each May 1 and November 1, commencing November 1, 2026, and shall be computed on the basis of a 360-day year comprised of twelve (12) thirty (30) day months.

Section 204. Denominations. The Series 2026-2 Bonds shall be issued in Authorized Denominations.

Section 205. Paying Agent. The District appoints the Trustee as Paying Agent for the Series 2026-2 Bonds.

Section 206. Bond Registrar. The District appoints the Trustee as Bond Registrar for the Series 2026-2 Bonds.

Section 207. Conditions Precedent to Issuance of Series 2026-2 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2026-2 Bonds, all the Series 2026-2 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 Series 2026-2 Assessment Proceedings;

(b) executed copies of the Master Indenture and this Third Supplemental Indenture;

(c) a customary Bond Counsel opinion;

(d) the District Counsel opinion required by the Master Indenture;

(e) a certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2026-2 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Third Supplemental Indenture;

(f) an Engineer's Certificate and a copy of the Engineer's Report, which sets forth the estimated Costs of the Assessment Area Three Project;

(g) a certificate of the Methodology Consultant addressing the validity of the Series 2026-2 Assessments;

(h) a certified copy of the final judgment of validation in respect of the Bonds together with a certificate of no appeal; and

(i) an executed Collateral Assignment and Completion Agreement.

Payment to the Trustee of the net proceeds of the Series 2026-2 Bonds in the amount of $[NP] shall conclusively evidence that the foregoing conditions precedent have been met to the satisfaction of the District and the Underwriter.

ARTICLE III
REDEMPTION OF SERIES 2026-2 BONDS

Section 301. Bonds Subject to Redemption. The Series 2026-2 Bonds are subject to redemption prior to maturity as provided in the form thereof attached hereto as Exhibit B. Interest on Series 2026-2 Bonds which are called for redemption shall be paid on the date of redemption from the Series 2026-2 Interest Account or from the Series 2026-2 Revenue Account to the extent moneys in the Series 2026-2 Interest Account are insufficient for such purpose. Moneys in the Series 2026-2 Optional Redemption Subaccount shall be applied in accordance with Section 506 of the Master Indenture to the optional redemption of Series 2026-2 Bonds.

ARTICLE IV
DEPOSIT OF SERIES 2026-2 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

Section 401. Establishment of Accounts. There are hereby established, as needed, the following Accounts:

(a) within the Acquisition and Construction Fund held by the Trustee, a Series 2026-2 Acquisition and Construction Account and a Series 2026-2 Costs of Issuance Account;

(b) within the Debt Service Fund held by the Trustee: (i) a Series 2026-2 Debt Service Account and therein a Series 2026-2 Sinking Fund Account, a Series 2026-2 Interest Account and a Series 2026-2 Capitalized Interest Account; and (ii) a Series 2026-2 Redemption Account and therein a Series 2026-2 Prepayment Subaccount and a Series 2026-2 Optional Redemption Subaccount;

(c) within the Reserve Fund held by the Trustee, a Series 2026-2 Reserve Account, which shall be held for the benefit of all of the Series 2026-2 Bonds, without distinction as to Series 2026-2 Bonds and without privilege or priority of one Series 2026-2 Bond over another;

(d) within the Revenue Fund held by the Trustee, a Series 2026-2 Revenue Account; and

(e) within the Rebate Fund held by the Trustee, a Series 2026-2 Rebate Account.

Section 402. Use of Series 2026-2 Bond Proceeds. The net proceeds of sale of the Series 2026-2 Bonds in the amount of $[NP] (consisting of $[Bond Amount].00 principal amount of Series 2026-2 Bonds [less/plus] [net] original issue [discount/premium] in the amount of $[OID/OIP] and less an underwriter's discount in the amount of $[UD]), shall as soon as practicable upon the delivery thereof to the Trustee by the District pursuant to Section 207 of the Master Indenture, be applied as follows:

(a) $[RAR], representing the Series 2026-2 Reserve Account Requirement at the time of issuance of the Series 2026-2 Bonds, shall be deposited to the credit of the Series 2026-2 Reserve Account;

(b) $[COI], representing the costs of issuance relating to the Series 2026-2 Bonds, shall be deposited to the credit of the Series 2026-2 Costs of Issuance Account;

(c) $[CAPI], representing Capitalized Interest on the Series 2026-2 Bonds through and including November 1, 2026, shall be deposited to the credit of the Series 2026-2 Capitalized Interest Account; and

(d) $[CD] shall be deposited to the credit of the Series 2026-2 Acquisition and Construction Account.

Section 403. Series 2026-2 Acquisition and Construction Account; Series 2026-2 Costs of Issuance Account. (a) Amounts on deposit in the Series 2026-2 Acquisition and Construction Account shall be applied to pay Costs of the Assessment Area Three Project upon compliance with the requisition provisions set forth in Section 503(b) of the Master Indenture and on the form attached hereto as Exhibit C. The Trustee shall have no duty to verify that any requested disbursement from the Series 2026-2 Acquisition and Construction Account is for a Cost of the Assessment Area Three Project. The Consulting Engineer shall establish a Date of Completion for the Assessment Area Three Project and any balance remaining in the Series 2026-2 Acquisition and Construction Account after such Date of Completion (taking into account the moneys then on deposit therein to pay any accrued but unpaid Costs of the Assessment Area Three Project which are required to be reserved in the Series 2026-2 Acquisition and Construction Account in accordance with the certificate of the Consulting Engineer delivered to the District and the Trustee establishing such Date of Completion), shall be transferred to the Series 2026-2 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2026-2 Bonds in accordance with Section 301 hereof and in the manner prescribed in the form of Series 2026-2 Bond attached hereto as Exhibit B. Notwithstanding the foregoing, the District shall not establish a Date of Completion for the Assessment Area Three Project until after both the Reserve Account Release Conditions #1 and the Reserve Account Release Conditions #2 have been satisfied

and moneys have been transferred from the Series 2026-2 Reserve Account to the Series 2026-2 Acquisition and Construction Account as a result of such satisfaction pursuant to Section 405 hereof. At such time as there are no amounts on deposit in the Series 2026-2 Acquisition and Construction Account, such Account shall be closed.

(b) The amount deposited in the Series 2026-2 Costs of Issuance Account shall, at the written direction of an Authorized Officer to the Trustee, be used to pay the costs of issuance relating to the Series 2026-2 Bonds. On the earlier to occur of (i) the written direction of an Authorized Officer or (ii) six (6) months from the date of issuance of the Series 2026-2 Bonds, any amounts deposited in the Series 2026-2 Costs of Issuance Account for which the Trustee has not received a requisition to pay such costs shall be transferred over and deposited into the Series 2026-2 Acquisition and Construction Account and used for the purposes permitted therefor. Any deficiency in the amount allocated to pay the costs of issuance relating to the Series 2026-2 Bonds shall be paid from excess moneys on deposit in the Series 2026-2 Revenue Account pursuant to Section 408(d) FOURTH hereof. When such deficiency has been satisfied and no moneys remain therein, the Series 2026-2 Costs of Issuance Account shall be closed.

Section 404. Series 2026-2 Capitalized Interest Account. Amounts on deposit in the Series 2026-2 Capitalized Interest Account shall, until and including November 1, 2026, be transferred into the Series 2026-2 Interest Account and applied to the payment of interest first coming due on the Series 2026-2 Bonds in accordance with Section 408(d) hereof, and thereafter transferred into the Series 2026-2 Acquisition and Construction Account, whereupon the Series 2026-2 Capitalized Interest Account shall be closed.

Section 405. Series 2026-2 Reserve Account. The Series 2026-2 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2026-2 Reserve Account Requirement. Except as otherwise provided herein or in the Master Indenture, amounts on deposit in the Series 2026-2 Reserve Account shall be used only for the purpose of making payments into the Series 2026-2 Interest Account and the Series 2026-2 Sinking Fund Account to pay Debt Service on the Series 2026-2 Bonds, when due, without distinction as to Series 2026-2 Bonds and without privilege or priority of one Series 2026-2 Bond over another, to the extent the moneys on deposit in such Accounts available therefor are insufficient and for no other purpose. The Series 2026-2 Reserve Account shall consist only of cash and Series 2026-2 Investment Obligations.

Anything herein or in the Master Indenture to the contrary notwithstanding, on the forty-fifth (45th) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45th) day is not a Business Day, on the Business Day preceding such forty-fifth (45th) day), an Authorized Officer of the District shall recalculate the Series 2026-2 Reserve Account Requirement and shall direct the Trustee in writing to transfer any excess on deposit in the Series 2026-2 Reserve Account (a) resulting from

Prepayments of Series 2026-2 Assessments into the Series 2026-2 Prepayment Subaccount and applied as a credit against the Prepayment otherwise required to be made by the owner of such lot or parcel subject to such Prepayment and thereafter applied to the extraordinary mandatory redemption of the Series 2026-2 Bonds, (b) resulting from a reduction of the Series 2026-2 Reserve Account Requirement as the result of either the Reserve Account Release Conditions #1 or the Reserve Account Release Conditions #2 being met into the Series 2026-2 Acquisition and Construction Account and used for the purposes of such Account, or (c) resulting from investment earnings as provided in Section 408(f) herein. The Trustee is hereby authorized to make such transfers and has no duty to verify such calculations.

On the earliest date on which there is on deposit in the Series 2026-2 Reserve Account sufficient moneys, after taking into account other moneys available therefor, to pay and redeem all of the Outstanding Series 2026-2 Bonds, together with accrued interest and redemption premium, if any, on such Series 2026-2 Bonds to the earliest Redemption Date permitted therein and herein, then the Trustee shall transfer the amount on deposit in the Series 2026-2 Reserve Account into the Series 2026-2 Prepayment Subaccount to pay and redeem all of the Outstanding Series 2026-2 Bonds on the earliest Redemption Date permitted for redemption therein and herein.

Anything herein or in the Master Indenture to the contrary notwithstanding, amounts on deposit in the Series 2026-2 Reserve Account shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessments.

Section 406. Amortization Installments; Selection of Bonds for Redemption. (a) The Amortization Installments established for the Series 2026-2 Bonds shall be as set forth in the form of Series 2026-2 Bonds attached hereto.

(b) Upon any redemption of Series 2026-2 Bonds (other than Series 2026-2 Bonds redeemed in accordance with scheduled Amortization Installments and other than Series 2026-2 Bonds redeemed at the direction of the District accompanied by a cash flow certificate as required by Section 506(b) of the Master Indenture), the Trustee shall cause Series 2026-2 Bonds to be redeemed in such amounts and having such maturities so as to result in Amortization Installments recalculated, which recalculation shall be performed by the District, in such manner as shall amortize all the Outstanding Series 2026-2 Bonds of all of the maturities in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining terms of all of the Series 2026-2 Bonds.

Section 407. Tax Covenants. The District shall comply with the Arbitrage Certificate, including but not limited to the Tax Regulatory Covenants set forth as an exhibit to the Arbitrage Certificate, as amended and supplemented from time to time in accordance with their terms.

Section 408. Series 2026-2 Revenue Account; Application of Revenues and Investment Earnings. (a) The Trustee is hereby authorized and directed to deposit any and all amounts required to be deposited in the Series 2026-2 Revenue Account by this Section 408 or by any other provision of the Master Indenture or this Third Supplemental Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2026-2 Revenue Account 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.

(b) The Trustee shall deposit into the Series 2026-2 Revenue Account (i) Series 2026-2 Assessment Revenues other than Series 2026-2 Prepayments (which Series 2026-2 Prepayments shall be identified by the District to the Trustee as such in writing upon deposit, upon which certification the Trustee may conclusively rely, and which shall be deposited into the Series 2026-2 Prepayment Subaccount), (ii) Series 2026-2 Prepayment Interest, and (iii) any other revenues required by other provisions of the Indenture to be deposited into the Series 2026-2 Revenue Account.

(c) On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or if such forty-fifth (45th) day is not a Business Day, on the Business Day preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2026-2 Prepayment Subaccount and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2026-2 Revenue Account for deposit into the Series 2026-2 Prepayment Subaccount an amount sufficient to increase the amount on deposit therein to the nearest integral multiple of $5,000 (provided that there are sufficient funds remaining in the Series 2026-2 Revenue Account to pay Debt Service coming due on the Series 2026-2 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2026-2 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2026-2 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2026-2 Bonds set forth in the form of Series 2026-2 Bonds attached hereto, Section 301 hereof, and Article III of the Master Indenture.

(d) On 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 first transfer from the Series 2026-2 Capitalized Interest Account to the Series 2026-2 Interest Account the lesser of (i) the amount of interest coming due on the Series 2026-2 Bonds on such May 1 or November 1, less the amount already on deposit in the Series 2026-2 Interest Account, or (ii) the amount remaining in the Series 2026-2 Capitalized Interest Account. Following the foregoing transfer, on such May 1 or 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 then transfer

amounts on deposit in the Series 2026-2 Revenue Account to the Accounts designated below in the following amounts and in the following order of priority:

FIRST, to the Series 2026-2 Interest Account, the amount, if any, equal to the difference between the amount of interest payable on all Series 2026-2 Bonds then Outstanding on such May 1 or November 1, and (i) the amount transferred from the Series 2026-2 Capitalized Interest Account in accordance with this Section 408(d), if any, and (ii) the amount already on deposit in the Series 2026-2 Interest Account not previously credited;

SECOND, on May 1, 20[__], and on each May 1 thereafter, to the Series 2026-2 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2026-2 Bonds subject to mandatory sinking fund redemption on such May 1 and the amount already on deposit in the Series 2026-2 Sinking Fund Account not previously credited;

THIRD, to the Series 2026-2 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2026-2 Reserve Account Requirement with respect to the Series 2026-2 Bonds; and

FOURTH, the balance shall first be deposited into the Series 2026-2 Costs of Issuance Account to fund any deficiencies in the amount allocated to pay the costs of issuance relating to the Series 2026-2 Bonds, and then the balance shall be retained in the Series 2026-2 Revenue Account.

(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 Series 2026-2 Revenue Account to the Series 2026-2 Rebate Account 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.

(f) Anything herein or in the Master Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2026-2 Bonds shall be invested only in Series 2026-2 Investment Obligations. Earnings on investments in the Series 2026-2 Acquisition and Construction Account, the Series 2026-2 Interest Account and the Series 2026-2 Capitalized Interest Account shall be retained, as realized, in such Accounts and used for the purposes of such Accounts. Earnings on investments in the Funds and Accounts other than the Series 2026-2 Reserve Account, and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2026-2 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2026-2 Reserve Account shall be disposed of as follows:

(i) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2026-2 Reserve Account as of the most recent date on which amounts on deposit in the Series 2026-2 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2026-2 Reserve Account since such date which have created a deficiency, then earnings on investments in the Series 2026-2 Reserve Account shall be deposited into the Series 2026-2 Capitalized Interest Account through November 1, 2026, and thereafter shall be deposited into the Series 2026-2 Revenue Account and used for the purpose of such Account; or

(ii) if there was a deficiency (as defined in Section 509 of the Master Indenture) in the Series 2026-2 Reserve Account as of the most recent date on which amounts on deposit in the Series 2026-2 Reserve Account were valued by the Trustee, or if after such date withdrawals have been made from the Series 2026-2 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2026-2 Reserve Account shall be retained in the Series 2026-2 Reserve Account until the amount on deposit therein is equal to the Series 2026-2 Reserve Account Requirement, and then earnings on investments in the Series 2026-2 Reserve Account shall be deposited into the Series 2026-2 Capitalized Interest Account through November 1, 2026, and thereafter shall be deposited into the Series 2026-2 Revenue Account and used for the purpose of such Account.

The foregoing determination and disbursement shall be made prior to any recalculation and transfer of excess amounts on deposit in the Series 2026-2 Reserve Account made pursuant to Section 405 hereof.

ARTICLE V
CONCERNING THE TRUSTEE

Section 501. Acceptance by Trustee. The Trustee accepts the trusts declared and provided in this Third Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth herein and in the Master Indenture.

Section 502. Limitation of Trustee's Responsibility. The Trustee shall not be responsible in any manner for the due execution of this Third 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 VI thereof.

ARTICLE VI
ADDITIONAL BONDS

Section 601. No Parity Bonds; Limitation on Parity Assessments. Other than Refunding Bonds issued to refund the then Outstanding Series 2026-2 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2026-2 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2026-2 Trust Estate. The District further covenants and agrees that so long as the Series 2026-2 Assessments have not been Substantially Absorbed, it will not issue Bonds or other debt obligations secured by Assessments on any lands subject to the Series 2026-2 Assessments without the written consent of the Majority Owners. Notwithstanding the immediately preceding sentence, the District may impose Assessments on property subject to the Series 2026-2 Assessments which are necessary for health, safety or welfare reasons, or to remediate a natural disaster, or to effect repairs to or replacement of property, facilities or equipment of the District without the consent of the Majority Owners.

ARTICLE VII
MISCELLANEOUS

Section 701. Confirmation of Master Indenture. As supplemented by this Third Supplemental Indenture, the Master Indenture is in all respects ratified and confirmed, and this Third 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 Third Supplemental Indenture and to the Series 2026-2 Bonds issued hereunder.

Section 702. Continuing Disclosure Agreement. Contemporaneously with the execution and delivery hereof, the District has executed and delivered the Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended. The District covenants and agrees to comply with the provisions of the Continuing Disclosure Agreement. However, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but instead shall be enforceable as provided in the Continuing Disclosure Agreement.

Section 703. Additional Covenant Regarding Assessments. In addition to, and not in limitation of, the covenants contained elsewhere in this Third Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the Series 2026-2 Assessment Proceedings heretofore adopted with respect to the Series 2026-2 Assessments, including the Assessment Methodology, and to levy the Series 2026-2 Assessments and collect 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 Series 2026-2 Bonds, when due.

Section 704. Collection of Assessments. (a) Anything herein or in the Master Indenture to the contrary notwithstanding, when permitted by law, Series 2026-2 Assessments levied on platted lots and pledged hereunder to secure the Series 2026-2 Bonds shall be collected pursuant to the Uniform Method, and Series 2026-2 Assessments levied on unplatted lands and pledged hereunder to secure the Series 2026-2 Bonds shall be collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, in each case unless otherwise directed by the Trustee acting at the direction of the Majority Owners upon the occurrence and continuance of an Event of Default.

(b) Series 2026-2 Assessments that are collected directly by the District and not via the Uniform Method shall be due and payable by each landowner no later than thirty (30) days prior to each respective Interest Payment Date; provided, however, that such Series 2026-2 Assessments shall not be deemed Delinquent Assessments unless and until such Series 2026-2 Assessments are not paid by the applicable Interest Payment Date with respect to which they have been billed.

Section 705. Owner Direction and Consent with Respect to Series 2026-2 Acquisition and Construction Account Upon Occurrence of Event of Default. In accordance with the provisions of the Indenture, the Series 2026-2 Bonds are payable solely from the Series 2026-2 Pledged Revenues and the Series 2026-2 Pledged Funds held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the District hereby acknowledges that (a) the Series 2026-2 Pledged Funds include, without limitation, all amounts on deposit in the Series 2026-2 Acquisition and Construction Account then held by the Trustee, (b) upon the occurrence of an Event of Default with respect to the Series 2026-2 Bonds, the Series 2026-2 Pledged Funds may not be used by the District (whether to pay Costs of the Assessment Area Three Project or otherwise) without the written consent of the Majority Owners, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Assessment Area Three Project and payment is for such work, and (c) upon the occurrence of an Event of Default with respect to the Series 2026-2 Bonds, the Series 2026-2 Pledged Funds may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay the reasonable 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 Three Project that will cause the expenditure of additional funds from the Series 2026-2 Trust Estate after the occurrence and during the continuance of an Event of Default unless authorized in writing by the Majority Owners.

Section 706. Enforcement of Completion Agreement. The District, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the Completion Agreement and, upon the occurrence and continuance of a default under such Agreement, the District covenants and agrees that the Trustee, at the direction of the Majority Owners, may, subject to the provisions of Section 912 of the Master Indenture, act on behalf of and in the District's stead to enforce the provisions of such Agreement and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreement upon demand of the Majority Owners, or the Trustee at the direction of the Majority Owners, shall constitute an Event of Default under the Indenture, provided, however, that the District shall have a reasonable opportunity to cure.

Section 707. Payment of Rebate Amount. Anything herein or in the Master Indenture to the contrary notwithstanding, the District shall cause a Rebate Analyst to determine the Rebate Amount, if any, at the times and in the manner provided in the Tax Regulatory Covenants attached as an exhibit to the Arbitrage Certificate. If a Rebate Amount shall be due, the District shall deliver to the Trustee the written direction of an Authorized Officer to pay from the Series 2026-2 Rebate Account, or from any other available funds as shall be provided in such written direction, the Rebate Amount to the District for remittance to the Internal Revenue Service. The Trustee may conclusively rely on such written direction and shall have no responsibility for the calculation or payment of the Rebate Amount, if any. Notwithstanding Section 507(b) of the Master Indenture, the District shall not be required to provide the report of the Rebate Analyst to the Trustee.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Sugarloaf Community Development District has caused this Third Supplemental Indenture to be signed in its name and on its behalf by its Chair, and its official seal to be hereunto affixed and attested by its Assistant Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Third Supplemental Indenture to be signed in its name and on its behalf by its duly authorized Vice President.

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

(SEAL)

By:_____
Chair, Board of Supervisors

Attest:

By:_____
Assistant Secretary

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By:_____
Vice President

EXHIBIT A

DESCRIPTION OF ASSESSMENT AREA THREE PROJECT

[See Report of Consulting Engineer Attached Hereto]

EXHIBIT B

FORM OF SERIES 2026-2 BONDS

No. 2026-2R- **$[__]**

UNITED STATES OF AMERICA
STATE OF FLORIDA
SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2026-2
(ASSESSMENT AREA THREE)

Interest Rate	Maturity Date	Dated Date	CUSIP
%	May 1, 20[__]	[Closing Date]	

Registered Owner: **CEDE & CO.**

Principal Amount:

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established 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 Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) 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, 2026, 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 (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 fifteenth (15th) day of the calendar month preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments 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 Bond. Any payment of principal, Amortization Installment or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank Trust Company, National Association, located in Fort Lauderdale, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"), unless the Bonds are held in the book-entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than $1,000,000 in aggregate principal amount of the Series 2026-2 Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year comprised of twelve (12) thirty (30) day months. During any period that this Bond is registered in the name of Cede & Co., as Nominee of DTC, the provisions of the Supplemental Indenture (hereinafter defined) relating to the book-entry only system shall apply, including the payment provisions thereof. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of Bonds of the District designated "Sugarloaf Community Development District Capital Improvement Revenue Bonds, Series 2026-2 (Assessment Area Three)" in the aggregate principal amount of $[Bond Amount] (the "Series 2026-2 Bonds") issued under a Master Trust Indenture, dated as of January 1, 2026 (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as supplemented by a Third Supplemental Trust Indenture, dated as of September 1, 2026 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture"), between the District and the Trustee. The Series 2026-2 Bonds together with any other Bonds issued under and governed by the terms of the Master Indenture are hereinafter collectively referred to as the "Bonds." The District will apply the proceeds of the Series 2026-2 Bonds to (a) finance a portion of the Cost of acquiring, constructing and equipping assessable improvements comprising the Assessment Area Three Project, (b) pay certain costs associated with the issuance of the Series 2026-2 Bonds, (c) make a deposit into the Series 2026-2 Reserve Account to be held for the benefit of all of the Series 2026-2 Bonds, and (d) pay a portion of the interest to become due on the Series 2026-2 Bonds.

Simultaneously herewith and pursuant to the Master Indenture and a Second Supplemental Trust Indenture, dated as of September 1, 2026 (the "Second Supplemental Indenture"), the District has authorized the issuance, sale and delivery of its $[2026-1 Amount] Sugarloaf Community Development District Capital Improvement Revenue Bonds, Series 2026-1 (Assessment Area Two) (the "Series

2026-1 Bonds"), which will be separately secured as a separate Series of Bonds under the Master Indenture and issued to (a) finance a portion of the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2026-1 Project (as defined in the Second Supplemental Indenture), (b) pay certain costs associated with the Series 2026-1 Bonds, (c) make a deposit into the Series 2026-1 Reserve Account to be held for the benefit of all of the Series 2026-1 Bonds, and (d) pay a portion of the interest to become due on the Series 2026-1 Bonds.

NEITHER THIS BOND 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. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND 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 TERMS HEREOF. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE TERMS HEREOF SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2026-2 PLEDGED REVENUES AND THE SERIES 2026-2 PLEDGED FUNDS PLEDGED TO THE SERIES 2026-2 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust 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 Series 2026-2 Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Amortization Installments and Redemption Price of, and the interest on, the Series 2026-2 Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Series 2026-2 Assessments, the terms and conditions under which the Series 2026-2 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 Owners of the Series 2026-2 Bonds and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2026-2 Bonds are equally and ratably secured by the Series 2026-2 Trust Estate, without preference or priority of one Series 2026-2 Bond over another. The Supplemental Indenture does not authorize

the issuance of any additional Bonds ranking on parity with the Series 2026-2 Bonds as to the lien and pledge of the Series 2026-2 Trust Estate except, under certain circumstances, Refunding Bonds, and the Supplemental Indenture contains provisions limiting the imposition of capital Assessments on property subject to the Series 2026-2 Assessments.

The Series 2026-2 Bonds are issuable only as registered bonds without coupons in current interest form in Authorized Denominations. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Fort Lauderdale, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this 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 Bond or Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Fort Lauderdale, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The Series 2026-2 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20[__], at the Redemption Price of the principal amount of the Series 2026-2 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

The Series 2026-2 Bond maturing May 1, 20[__], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026-2 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment

* Maturity

The Series 2026-2 Bond maturing May 1, 20[__], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026-2 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment

* Maturity

The Series 2026-2 Bond maturing May 1, 20[__], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026-2 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment

* Maturity

As more particularly set forth in the Indenture, any Series 2026-2 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 Series 2026-2 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2026-2 Bonds other than from scheduled Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2026-2 Bonds as set forth in the Supplemental Indenture.

The Series 2026-2 Bonds are subject to extraordinary mandatory redemption prior to maturity in whole or in part on any Redemption Date at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Assessment Area Three Project, by application of moneys transferred from the Series 2026-2 Acquisition and Construction Account to the Series 2026-2 Prepayment Subaccount as provided for in the Indenture; or

(b) from amounts, including Series 2026-2 Prepayments, required by the Indenture to be deposited into the Series 2026-2 Prepayment Subaccount; or

(c) from amounts transferred from the Series 2026-2 Reserve Account to the Series 2026-2 Prepayment Subaccount resulting from a reduction in the Series 2026-2 Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2026-2 Reserve Account, together with other moneys available therefor, is sufficient to pay and redeem all of the Series 2026-2 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2026-2 Bonds shall be called for redemption, the particular Series 2026-2 Bonds or portions of Series 2026-2 Bonds to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.

Notice of each redemption of Series 2026-2 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the date of redemption to each registered Owner of Series 2026-2 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 Series 2026-2 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 Series 2026-2 Bonds or such portions thereof on such date, interest on such Series 2026-2 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2026-2 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 Series 2026-2 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the

Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Pursuant to the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

The Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute an 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.

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2026-2 Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

Modifications or alterations of the Master Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Master Indenture.

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for two (2) years after the date when such Bond 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 two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities sufficient to pay the principal or Redemption Price of any Series 2026-2 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 the Series 2026-2 Bonds as to the Series 2026-2 Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This 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 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 Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Sugarloaf Community Development District has caused this Bond to bear the signature of the Chair of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Assistant Secretary to the Board of Supervisors.

Attest:

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

_____
Assistant Secretary

By:_____
Chair, Board of Supervisors

(SEAL)

CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Fifth Judicial Circuit of Florida, in and for Lake County rendered on October 29, 2024.

_____
Chair, Board of Supervisors,
Sugarloaf
Community Development District

CERTIFICATE OF AUTHENTICATION

This 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 Trustee

Date of Authentication:

[Closing Date]

By:_____
Vice President

[FORM OF ABBREVIATIONS]

The following abbreviations, when used in the inscription on the face of the within Bond, 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 tenants by the entireties

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____ under Uniform Transfers to Minors Act _____
(Cust.) (Minor)
(State)

Additional abbreviations may also be used though not in the above list.

[FORM OF ASSIGNMENT]

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer the said Bond on the books of the District, with full power of substitution in the premises.

Dated:

Social Security Number or Employer:

Identification Number of Transferee:

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Bond in every particular without alteration or any change whatsoever.

EXHIBIT C

FORM OF REQUISITION FOR ASSESSMENT AREA THREE PROJECT

The undersigned, an Authorized Officer of Sugarloaf 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, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of January 1, 2026 (the "Master Indenture"), as supplemented by the Third Supplemental Trust Indenture between the District and the Trustee, dated as of September 1, 2026 (the "Supplemental Indenture" and together with the Master Indenture, 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 or state costs of issuance, if applicable):

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

The undersigned hereby certifies that:

☐ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2026-2 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Assessment Area Three Project and each represents a Cost of the Assessment Area Three Project that has not previously been paid out of such Account;

OR

☐ this requisition is for costs of issuance payable from the Series 2026-2 Costs of Issuance Account that has not previously been paid out of such Account.

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.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

By: _____
Authorized Officer
Requisition No.: _____

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Series 2026-2 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Assessment Area Three Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Assessment Area Three Project with respect to which such disbursement is being made, and (c) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

_____
Consulting Engineer
Requisition No.: _____

EXHIBIT D

FORM OF INVESTOR LETTER

[Date]

FMSbonds, Inc.
The FMSbonds Building
4775 Technology Way
Boca Raton, Florida 33431

Re: FMSbonds Account Number _____

To Whom it May Concern:

By signing this letter, I confirm that I have the authority to act on behalf of the above referenced account and this account meets the definition of an accredited investor based upon one or more of the criteria listed below. Federal securities laws define an accredited investor in Rule 501 of Regulation D as:

1. A bank, insurance company, registered investment company, business development company, or small business investment company;
2. An employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of $5 million;
3. A charitable organization, corporation, or partnership with assets exceeding $5 million;
4. A director, executive officer, or general partner of the company selling the securities;
5. A business in which all the equity owners are accredited investors;
6. A natural person who has individual net worth, or joint net worth with the person's spouse, that exceeds $1 million at the time of the purchase, excluding the value of the primary residence of such person;
7. A natural person with income exceeding $200,000 in each of the two most recent years or joint income with a spouse exceeding $300,000 for those years and a reasonable expectation of the same income level in the current year; or
8. A trust with assets in excess of $5 million, not formed to acquire the securities offered, whose purchases a sophisticated person makes.

I represent the following securities to be suitable for my investment objectives. A Copy of the offering document for the following security has been provided to me and I am aware that additional copies and other information may be found online at www.fmsbonds.com and www.emma.msrb.org.

Description _____
CUSIP _____
Rate _____
Maturity _____
Rating _____

Thank you,

_____ _____
Signature Date

_____ _____
Signature Date

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APPENDIX B

PROPOSED FORM OF OPINION OF BOND COUNSEL

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FORM OF OPINION OF NABORS, GIBLIN & NICKERSON, P.A., WITH RESPECT TO THE SERIES 2026-[1][2] BONDS

Upon delivery of the Series 2026-[1][2] Bonds in definitive form, Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, proposes to render its opinion with respect to the Series 2026-[1][2] Bonds in substantially the following form:

(Date of Closing)

Board of Supervisors
Sugarloaf Community
Development District

Board Members:

We have examined a record of proceedings relating to the issuance by the Sugarloaf Community Development District (the "District") of its $[Bond Amount] Sugarloaf Community Development District Capital Improvement Revenue Bonds, Series 2026-[1][2] (Assessment Area [Two][Three]) (the "Series 2026-[1][2] Bonds"). The Series 2026-[1][2] Bonds are issued under the authority of the laws of the State of Florida, including Chapter 190, Florida Statutes (the "Act") and other applicable provisions of law, and pursuant to a Master Trust Indenture, dated as of January 1, 2026 (the "Master Indenture"), as supplemented by a [Second][Third] Supplemental Trust Indenture, dated as of September 1, 2026 (the "[Second][Third] Supplemental Indenture" and together with the Master Indenture, the "Indenture"), each between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee") and Resolution Nos. 2024-10 and 2026-07 adopted by the Board of Supervisors of the District on July 22, 2024 and May 29, 2026, respectively (collectively, the "Bond Resolution"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

The Series 2026-[1][2] Bonds are dated and shall bear interest from their date of delivery, except as otherwise provided in the Indenture. The Series 2026-[1][2] Bonds will mature on the dates and in the principal amounts and will bear interest at the respective rates per annum, as provided in the Indenture and set forth in the Bond Purchase Contract executed in connection with the sale of the Series 2026-[1][2] Bonds (the "Purchase Contract"). Interest on the Series 2026-[1][2] Bonds shall be payable on each May 1 and November 1, commencing November 1, 2026. The Series 2026-[1][2] Bonds are subject to redemption prior to maturity in accordance with the Indenture and as set forth in the Purchase Contract.

The Series 2026-[1][2] Bonds are issued for the principal purposes of (a) financing a portion of the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2026-[1][2] Project, (b) paying certain costs associated with the issuance of the Series 2026-[1][2] Bonds, (c) making a deposit into the Series 2026-[1][2] Reserve Account to be held for the benefit of all of the Series 2026-[1][2] Bonds, and (d) paying a portion of the interest to become due on the Series 2026-[1][2] Bonds, all as more particularly described in the Indenture. The Series 2026-[1][2] Bonds are payable from and secured by the Series 2026-[1][2] Assessments levied on property within the District specially benefitted by the assessable improvements financed with the proceeds of the Series 2026-[1][2] Bonds and also by the Series 2026-[1][2] Pledged Revenues and Series 2026-[1][2] Pledged Funds comprising the Series 2026-[1][2] Trust Estate.

As to questions of fact material to our opinion, we have relied upon the representations of the District contained in the Bond Resolution and the Indenture and in the certified proceedings relating thereto and to the issuance of the Series 2026-[1][2] Bonds and other certifications of public officials furnished to us in connection therewith including, but not limited to, the Final Judgment issued by the Circuit Court of the Fifth Judicial Circuit in and for Lake County, Florida, in connection with the validation of the Series 2026-[1][2] Bonds, without undertaking to verify the same by independent investigation. Furthermore, we have assumed continuing compliance with the covenants and agreements contained in the Indenture. We have not undertaken an independent audit, examination, investigation or inspection of the matters described or contained in any agreements, documents, certificates, representations and opinions relating to the Series 2026-[1][2] Bonds, and have relied solely on the facts, estimates and circumstances described and set forth therein. In our examination of the foregoing, we have assumed the genuineness of signatures on all documents and instruments, the authenticity of documents submitted as originals and the conformity to originals of documents submitted as copies.

Based on the foregoing, under existing law, we are of the opinion that:

1. The District is a duly created and validly existing community development district under the Act.

2. The District has the right and power under the Act to authorize, execute and deliver the Indenture, and the Indenture has been duly and lawfully authorized, executed and delivered by the District, is in full force and effect in accordance with its terms and is valid and binding upon the District and enforceable in accordance with its terms. The Indenture creates the valid pledge which it purports to create of the Series 2026-[1][2] Trust Estate in favor of the Series 2026-[1][2] Bonds, including the Series 2026-[1][2] Assessments, in the manner and to the extent provided in the Indenture.

3. The District is duly authorized and entitled to issue the Series 2026-[1][2] Bonds and the Series 2026-[1][2] Bonds have been duly and validly authorized and issued by the District in accordance with the Constitution and laws of the State of Florida, the Bond Resolution and the Indenture. The Series 2026-[1][2] Bonds constitute valid and binding obligations of the District as provided in the Indenture and are enforceable in accordance with their terms and the terms of the Indenture and are entitled to the benefits of the Indenture and the Act. The Series 2026-[1][2] Bonds do not constitute a general indebtedness of the District or the State of Florida or any agency, department or political subdivision thereof, or a pledge of the faith and credit of such entities, but are solely payable from the Series 2026-[1][2] Trust Estate in the manner and to the extent provided in the Indenture. No holder of the Series 2026-[1][2] Bonds shall ever have the right to compel the exercise of any ad valorem taxing power of the District or the State of Florida or any political subdivision, agency or department thereof to pay the Series 2026-[1][2] Bonds.

4. Under existing statutes, regulations, rulings and court decisions, the interest on the Series 2026-[1][2] Bonds (a) is excluded from gross income for federal income tax purposes and (b) is not an item of tax preference for purposes of the federal alternative minimum tax; provided, however, with respect to certain corporations, interest on the Series 2026-[1][2] Bonds is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on such corporations. The opinions set forth in this paragraph are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Series 2026-[1][2] Bonds in order that interest thereon be (or continues to be) excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause the interest on the Series 2026-[1][2] Bonds to be so included in gross income retroactive to the date of issuance of the Series 2026-[1][2] Bonds. The District has covenanted in the Indenture to comply with all such requirements. Ownership of the Series 2026-[1][2] Bonds may result in collateral federal tax consequences to certain taxpayers. We express no opinion regarding such federal tax consequences arising with respect to the Series 2026-[1][2] Bonds.

5. The Series 2026-[1][2] Bonds and interest thereon are exempt from 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 said Chapter 220.

It should be noted that, except as may expressly be set forth in an opinion delivered by us to the underwriter for the Series 2026-[1][2] Bonds on the date hereof (on which opinion only it may rely), we have not been engaged or undertaken to review (1) the accuracy, completeness or sufficiency of the Limited Offering Memorandum or other offering material relating to the Series 2026-[1][2] Bonds and

we express no opinion relating thereto, or (2) the compliance with any federal or state law with regard to the sale or distribution of the Series 2026-[1][2] Bonds and we express no opinion relating thereto.

The opinions expressed in paragraphs 2 and 3 hereof are qualified to the extent that (1) the enforceability of the Indenture and the Series 2026-[1][2] Bonds, respectively, may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity, and (2) we have assumed the due authorization, execution and delivery of the Indenture by the Trustee.

The opinions set forth herein are expressly limited to, and we opine only with respect to, the laws of the State of Florida and the federal income tax laws of the United States of America. The only opinions rendered hereby shall be those expressly stated as such herein, and no opinion shall be implied or inferred as a result of anything contained herein or omitted herefrom.

This opinion is given as of the date hereof and we assume no obligation to update, revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

We have examined the form of the Series 2026-[1][2] Bonds and, in our opinion, the form of the Series 2026-[1][2] Bonds is regular and proper.

Very truly yours,

APPENDIX C

ENGINEER'S REPORT

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MASTER ENGINEER'S REPORT

PREPARED FOR:

BOARD OF SUPERVISORS
SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:
POULOS & BENNETT

September 2024

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

MASTER ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the Capital Improvement Plan ("**CIP**") and estimated costs of the CIP, for the Sugarloaf Community Development District ("**District**").

2. GENERAL SITE DESCRIPTION

The District consists of the existing boundary of 369.49 [1] acres of land, an expansion area of 254.466 acres of land and a future parcel of approximately 776.044 acres of land. The District is located entirely within the City of Minneola, Florida and is generally located northeast of the Florida Turnpike, north of CR 561 extending to the north side of CR 455.

3. PROPOSED CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the entire development, which is currently planned for 2,555 residential units. The following chart shows the planned product types for the District:

PRODUCT TYPES

Product Type	Existing District	Expansion Area	Future Parcel	District Totals
Multi-Family	0	0	175	175
45' Single Family	345	272	340	957
55' Single Family	313	365	336	1014
65' Single Family	154	168	87	409
TOTAL UNITS	**812**	**805**	**938**	**2555**

The CIP infrastructure for the project includes:

Stormwater Management System:

The stormwater collection and outfall systems are a combination of roadway curbs, curb inlets, pipe, control structures and open lakes designed to treat and attenuate stormwater runoff from District lands. The stormwater system will be designed consistent with the applicable design requirements established by the St. Johns River Water Management District (SJRWMD) and City of Minneola for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system, with the exception of the inlets and storm sewer systems that may be part of dedicated rights-of-way.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of mass grading of lots, or the costs of spreading fill across private lots.

[1] The Petition to Establish and Ordinance establishing the District erroneously listed the acreage of the District as 300.907 acres. This is intended to be corrected in a future expansion petition.

Environmental Conservation/Mitigation

There are environmentally sensitive lands within the District which may require impact in association with the proper construction of the District's infrastructure. The District will provide onsite conservation areas in order to offset wetland impacts associated with the construction of the development. The District will be responsible for the design, permitting, mitigation, construction, maintenance, and government reporting of the environmental mitigation. Additionally, there is a cost associated with removal of gopher tortoises for mitigation. These costs are included within the CIP.

Public Roadways (Onsite)

The CIP includes subdivision roads within the District. Generally, all roads will be 2-lane un- divided roads. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage and sidewalks within rights-of- way abutting non-lot lands. Sidewalks abutting lots will be constructed by the homebuilders. All roads will be designed in accordance with applicable City design requirements.

All internal roadways may be financed by the District, and dedicated to the City for ownership, operation, and maintenance. Alternatively, the developer may elect to finance the internal roads, gate them, and turn them over to a homeowner's association for ownership, operation and maintenance (in such an event, the District would be limited to financing only utilities, conservation/mitigation, hardscape/landscape/irrigation and stormwater improvements behind such gated areas).

Public Roadways (Offsite)

The Project includes offsite roadway improvements to serve the subdivision. These improvements include, but are not limited to, turn lanes, traffic signals, roundabouts, pedestrian facilities and multi-use trails. The improvements will be designed in accordance with Lake County standards. The improvements will be constructed by the District and then dedicated to the County for operation and maintenance.

Water, Wastewater & Reclaim Utilities:

As part of the CIP, the District intends to construct and/or acquire water, wastewater and reclaim infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection. The water main connection will be made at or near the intersection of North Hancock Road and CR 561. Potable water distribution system shall be extended north along North Hancock Road and then west along CR 455 as needed to provide service to all District lands. Offsite potable water distribution facilities will be located on District lands within utility easements dedicated to the City.

Wastewater improvements for the project will include an onsite gravity collection system, sanitary sewer lift stations, and onsite and offsite force main transmission lines. Onsite force mains will be located within the public rights-of-way. Offsite force main extensions will be extended along North Hancock Road, CR 455 and Sugarloaf Mountain Road and will be located on District lands within utility easements dedicated to the City.

Similarly, reclaim water distribution systems will be constructed onsite and offsite to provide service for irrigation throughout the community. Onsite reclaim water distribution systems will be located within the public rights-of-way. Offsite reclaim water distribution system extensions will be extended along North Hancock Road, CR 455 and Sugarloaf Mountain Road and will be located on District lands within utility easements dedicated to the City.

The water distribution, reuse distribution and wastewater collection systems have points of connections outside of the District boundary to existing utility infrastructure. The existing water, reuse and sewer infrastructure will need to be extended in order to provide service to the District. These connections are required elements for the systems to function. Therefore, the offsite extensions and connections to the existing utility infrastructure are included within the CIP.

The water and reclaim system and wastewater collection systems for all phases will be completed by the District and then dedicated to the City for operation and maintenance. The CIP will only include laterals to the lot lines (i.e., point of connection).

Hardscape, Landscape & Irrigation:

The District will construct and/or install landscaping, irrigation and hardscaping within District common areas and rights-of-way. The District must meet local design criteria requirements for planting and irrigation design. This project will at a minimum meet those requirements and in most cases will exceed the requirements with enhancements for the benefit of the community.

All such landscaping, irrigation and hardscaping will be owned, maintained and funded by the District. Such infrastructure, to the extent that it is located in rights-of-way owned by the City, will be maintained pursuant to a right-of-way agreement to be entered into with the City. Any landscaping, irrigation or hardscaping systems behind hard-gated roads, if any, will not be financed by the District and instead will be privately installed and maintained.

Streetlights / Undergrounding of Electrical Utility Lines

The District intends to lease street lights through an agreement with SECO (the local utility provider) and will fund the street lights through an annual operations and maintenance assessment. As such, streetlights are not included as part of the CIP. The street lighting system will be constructed in cooperation with the City of Minneola, SECO and the Developer.

The CIP does however include the incremental cost of undergrounding of electrical utility lines within right-of-way utility easements throughout the community. The District will fund the cost to trench the onsite and/or offsite underground installation and the costs associated with light pole installations within Lake County rights-of-way of North Hancock Road, CR 455 and/or Sugarloaf Mountain Road. Any lines and transformers located in such areas would be owned by the local utility provider and not paid for by the District as part of the CIP.

Recreational Amenities (Active & Passive):

In conjunction with the construction of the CIP, the District intends to construct a clubhouse and other amenity facilities including, but not limited to, multi-use paths, pedestrian paths, sports field and nature viewing stations. Alternatively, the Developer may privately fund such facilities and, upon completion, transfer them to a homeowners' association for ownership, operation and maintenance. In such event, the amenities would be considered common elements for the

exclusive benefit of the owners subject to that Association. The District will own and maintain the foregoing improvements.

Professional Services

The CIP also includes various professional services. These include but are not limited to: (i) engineering, landscape architecture, surveying, geotechnical engineering and architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

NOTE: In the event that impact fee credits are generated from any roadway, utilities or other improvements funded by the District, any such credits, if any, will be the subject of an acquisition agreement between the applicable developer and the District. Pursuant to such an agreement, and without intending to alter the terms of such an agreement, the applicable developer may elect to retain such credits if the developer provides consideration equal to the market value of the credits in the form of work product, improvements and/or land (based on the lesser of appraised value or the developer's cost basis as it relates to land), or in the form of a cash pay down of certain debt assessments.

4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP will be obtained or are currently under review by respective governmental authorities, and include the following:

a. City of Minneola
b. Lake County, Florida
c. St. Johns River Water Management District (SJRWMD)
d. Florida Department of Environmental Protection (FDEP)
e. Federal Emergency Management Agency (FEMA)
f. Florida Fish and Wildlife Conservation Commission (FWC)
g. Lake Apopka Gas

5. OPINION OF PROBABLE CONSTRUCTION COSTS / MAINTENANCE RESPONSIBILITIES

The table below presents, among other things, the Opinion of Probable Cost for the CIP. It is our professional opinion that the costs set forth below are reasonable and generally consistent with market pricing.

OPINION OF PROBABLE COST

Improvement	Existing District	Expansion Area	Future Parcel	Financing Entity	O&M Entity
Stormwater Management System	$3,921,941.32	$5,216,965.45	$5,340,500.00	CDD	CDD
Public Roadways (onsite)	$5,369,733.61	$4,713,977.25	$6,214,400.00	CDD	City
Public Roadways (offsite)	$0.00	$580,000.00	$0.00	CDD	County
Water, Wastewater & Reclaim Utilities	$11,145,140.27	$7,662,802.38	$11,652,000.00	CDD	City
Hardscape, Landscape & Irrigation	$1,852,105.00	$2,079,310.00	$2,815,900.00	CDD	CDD

Streetlights/Underground Electrical Lines	$1,495,800.00	$1,355,400.00	$1,747,800.00	CDD	SECO
Recreational Amenities (Active & Passive)	$1,676,490.00	$3,243,750.00	$4,369,500.00	CDD	CDD
Contingency	$2,546,121.02	$2,485,220.51	$3,214,010.00	CDD	N/A
SUB-TOTAL	**$25,461,210.20**	**$24,852,205.08**	**$32,140,100.00**	**CDD**	
DISTRICT TOTAL	**$90,698,866.81**				

a. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
b. Roadway, landscape/hardscape/irrigation, and amenities improvements, if behind hard-gates, will not be part of the CIP.
c. The master developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association (in which case such items would not be part of the CIP), the District or a third-party.
d. At the master developer's option, a third-party, or an applicable property owner's or homeowner's association may elect to maintain any District-owned improvements, subject to the terms of an agreement with the District.

6. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design. The Capital Improvement Plan will be constructed and financed in logical segments, as property within the District is developed by the Developer. The District anticipates issuing a series of bonds to fund all or a portion of the Capital Improvement Plan.

It is further our opinion that:

- The estimated cost to the CIP as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;

- All of the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;

- The CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and

- The reasonably expected economic life of the CIP is anticipated to be at least 20+ years; and

- The assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs.

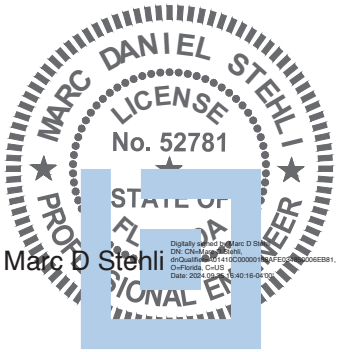
Also, the CIP will constitute a system of improvements that will provide benefits, both general, and special and peculiar, to all lands within the District. The general public, property owners, and property outside the District will benefit from the provisions of the District's CIP; however, these are incidental to the District's CIP, which is designed solely to provide special benefits peculiar to property within the District.

Special and peculiar benefits accrue to property within the District and enables properties within its boundaries to be developed.

The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The labor market, future costs of equipment and materials, increased regulatory actions and requirements, and the actual construction process are all beyond our control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this opinion. The District will pay the lesser of the cost of the components of the CIP or the fair market value.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

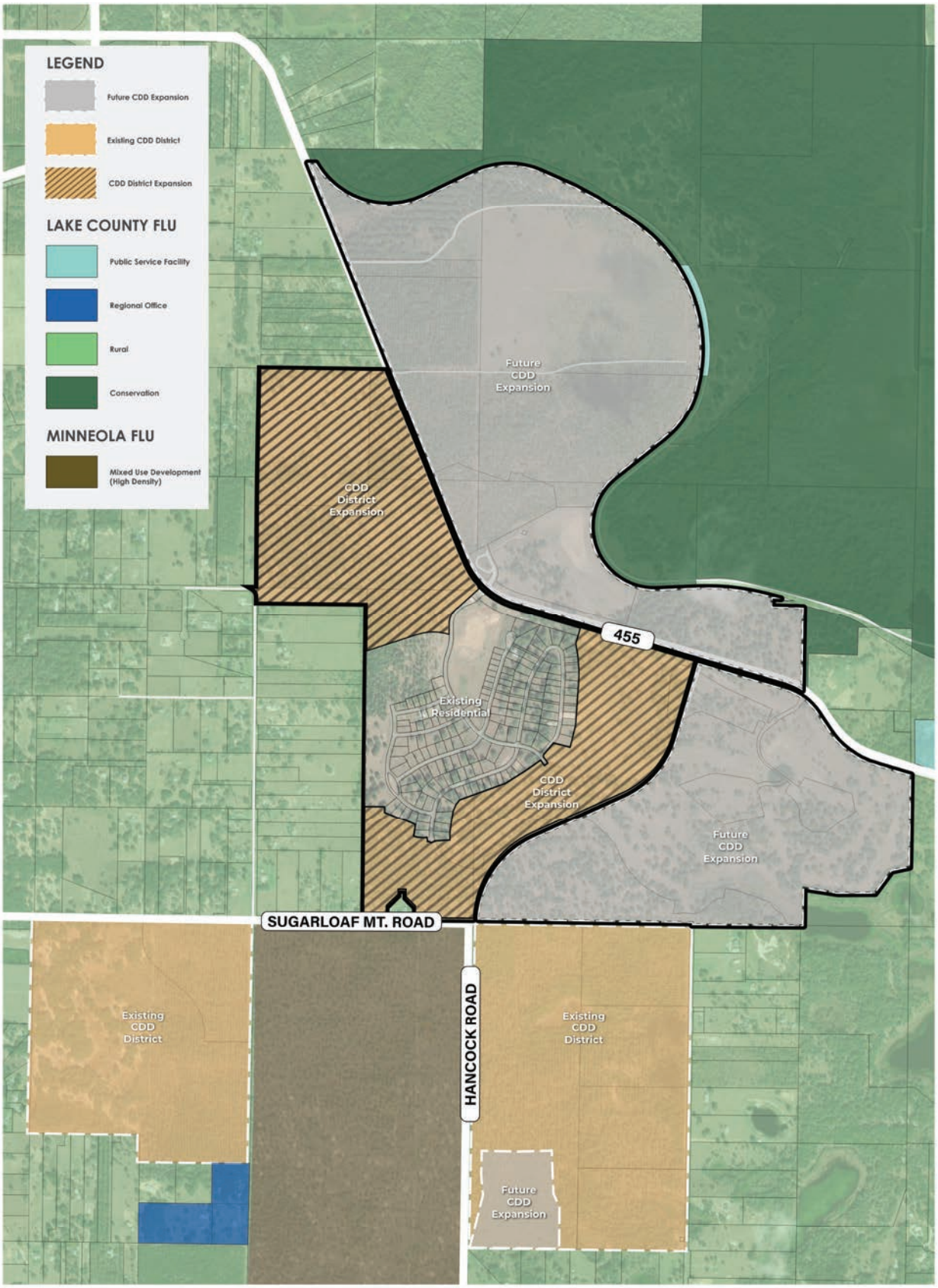


This item has been electronically signed and sealed by Marc D. Stehli, P.E. using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Marc D. Stehli, P.E.
District Engineer
Date: September 25, 2024

EXHIBITS

EXHIBIT 1 - LOCATION MAP



Copyright RVi

RVi
111 North Magnolia Avenue
Suite 1300
Orlando, Florida 32801
Tel: 407.692.0000
www.rvi-planning.com

SUGARLOAF PROPERTY • **CDD BOUNDARY MAP**

Lake County
06/05/2024
21002300
Richland Communities

0 500' 1000'
SCALE: 1" = 500'

EXHIBIT 2 – CDD BOUNDARY

SUGARLOAF CDD

POD 7
PARCEL 6—1
A Portion of The West 1/2 Of Section 29, Township 21 South, Range 26 East, Lake County, Florida, Being More Particularly Described as Follows:
Commence At The Northeast Corner Of The Northwest 1/4 Of Said Section 29; Thence South 01°08'01" West Along The East Line Of The West 1/2 Of Said Section 29, A Distance Of 25.00 Feet To The Point Of Beginning; Thence Continue South 01°08'01" West Along Said East Line, A Distance Of 2,932.40 Feet; Thence North 89°05'44" West Along The North Line Of The South 990.00 Feet Of The Northeast 1/4 Of The Southwest 1/4 Of Said Section 29, A Distance Of 1,331.28 Feet; Thence North 00°49'36" East Along The West Line Of The Northeast 1/4 Of The Southwest 1/4 Of Said Section 29, A Distance Of 323.28 Feet; Thence South 88°57'35" East Along The North Line Of The Northeast 1/4 Of The Southwest 1/4 Of Said Section 29, A Distance Of 97.48 Feet; Thence Departing From Said North Line, Run North 01°08'01" East, A Distance Of 2,607.00 Feet To A Point On The South Right-Of-Way Line Of That Certain 25 Foot Right-Of-Way As Described In Official Records Book 518, Page 770, Of The Public Records Of Lake County, Florida; Thence South 89°12'16" East Along Said South Right-Of-Way Line, A Distance Of 1,235.55 Feet To The Point Of Beginning.
A portion of the Northwest 1/4 of Section 29, Township 21 South, Range 26 East, Lake County, Florida, being more particularly described as follows:
COMMENCE at the Northeast corner of the Northwest 1/4 of said Section 29; thence South 01°08'01" West along the East line of the Northwest 1/4 of said Section 29, a distance of 25.00 feet to a point lying on the South right-of-way line of that certain right-of-way as described in Official Records Book 518, Page 770, of the Public Records of Lake County, Florida; thence North 89°12'16" West along said South right-of-way line, a distance of 1,235.55 feet; thence departing from said South right-of-way line, run South 01°08'01" West, a distance of 693.65 feet; thence North 88°51'59" West, a distance of 124.28 feet to the POINT OF BEGINNING; thence South 11°17'44" East, a distance of 84.03 feet; thence South 08°38'28" East, a distance of 92.49 feet; thence South 03°27'35" East, a distance of 83.51 feet; thence South 07°16'56" West, a distance of 161.23 feet; thence South 08°31'22" West, a distance of 247.38 feet; thence South 03°32'56" East, a distance of 11.24 feet; thence South 03°11'09" West, a distance of 38.32 feet; thence South 02°16'42" West, a distance of 53.69 feet; thence South 02°25'16" West, a distance of 97.54 feet; thence South 05°02'59" West, a distance of 3.33 feet; thence South 04°10'16" West, a distance of 46.95 feet; thence South 02°57'55" West, a distance of 44.57 feet; thence South 02°16'20" West, a distance of 45.54 feet; thence South 04°07'22" West, a distance of 22.75 feet; thence South 02°30'54" West, a distance of 102.31 feet; thence South 03°55'48" West, a distance of 128.09 feet; thence South 10°35'02" West, a distance of 45.04 feet to a point of curvature of a curve concave to the Northwest; thence Southwesterly along said curve having a radius of 40.00 feet, a central angle of 99°23'38" for an arc distance of 69.39 feet to a point of tangency; thence North 70°01'20" West, a distance of 325.06 feet; thence North 56°19'37" West, a distance of 52.85 feet; thence North 57°09'05" West, a distance of 97.16 feet; thence North 52°40'57" West, a distance of 20.02 feet to a point of curvature of a curve concave to the East; thence Northerly along said curve having a radius of 100.00 feet, a central angle of 80°30'30" for an arc distance of 140.51 feet to a point of tangency; thence North 27°49'34" East, a distance of 61.80 feet; thence North 20°23'23" East, a distance of 80.38 feet to a point of curvature of a curve concave to the West; thence Northerly along said curve having a radius of 50.00 feet, a central angle of 16°54'37" for an arc distance of 14.76 feet to a point of tangency; thence North 03°28'47" East, a distance of 32.76 feet to a point of curvature of a curve concave to the West; thence Northerly along said curve having a radius of 50.00 feet, a central angle of 40°57'08" for an arc distance of 35.74 feet to a point of tangency; thence

North 37°28'22" West, a distance of 46.05 feet; thence North 40°44'15" West, a distance of 44.26 feet to a point of curvature of a curve concave to the Northeast; thence Northwesterly along said curve having a radius of 200.00 feet, a central angle of 30°17'33" for an arc distance of 105.74 feet to a point of tangency; thence North 10°26'42" West, a distance of 22.20 feet; thence North 09°05'40" West, a distance of 31.86 feet to a point of curvature of a curve concave to the East; thence Northerly along said curve having a radius of 200.00 feet, a central angle of 01°49'17" for an arc distance of 6.36 feet to a point of tangency; thence North 07°16'23" West, a distance of 40.34 feet; thence North 03°26'23" West, a distance of 30.17 feet to a point of curvature of a curve concave to the East; thence Northerly along said curve having a radius of 60.00 feet, a central angle of 32°11'10" for an arc distance of 33.71 feet to a point of tangency; thence North 28°44'47" East, a distance of 38.37 feet; thence North 25°26'27" East, a distance of 21.95 feet to a point of curvature of a curve concave to the Southeast; thence Northeasterly along said curve having a radius of 60.00 feet, a central angle of 53°28'31" for an arc distance of 56.00 feet to a point of tangency; thence North 78°54'58" East, a distance of 3.76 feet; thence North 79°33'36" East, a distance of 49.54 feet; thence North 78°47'16" East, a distance of 9.76 feet to a point of curvature of a curve concave to the Northwest; thence Northeasterly along said curve having a radius of 25.00 feet, a central angle of 88°53'49" for an arc distance of 38.79 feet to a point of tangency; thence North 10°06'33" West, a distance of 14.32 feet; thence North 15°23'49" West, a distance of 16.28 feet to a point of curvature of a curve concave to the West; thence Northerly along said curve having a radius of 200.00 feet, a central angle of 13°27'12" for an arc distance of 46.96 feet to a point of tangency; thence North 28°51'02" West, a distance of 21.72 feet to a point of curvature of a curve concave to the East; thence Northerly along said curve having a radius of 200.00 feet, a central angle of 13°48'37" for an arc distance of 48.21 feet to a point of tangency; thence North 15°02'25" West, a distance of 39.64 feet to a point of curvature of a curve concave to the Southwest; thence Northwesterly along said curve having a radius of 200.00 feet, a central angle of 16°37'49" for an arc distance of 58.05 feet to a point of tangency; thence North 31°40'13" West, a distance of 67.60 feet to a point of curvature of a curve concave to the Southwest; thence Northwesterly along said curve having a radius of 200.00 feet, a central angle of 08°02'57" for an arc distance of 28.10 feet to a point of tangency; thence North 39°43'11" West, a distance of 6.23 feet to a point of curvature of a curve concave to the Southeast; thence Northeasterly along said curve having a radius of 75.00 feet, a central angle of 143°31'34" for an arc distance of 187.88 feet to a point of tangency; thence South 76°11'37" East, a distance of 40.38 feet to a point of curvature of a curve concave to the South; thence Easterly along said curve having a radius of 200.00 feet, a central angle of 15°46'53" for an arc distance of 55.09 feet to a point of tangency; thence South 60°24'43" East, a distance of 21.25 feet to a point of curvature of a curve concave to the Southwest; thence Southeasterly along said curve having a radius of 200.00 feet, a central angle of 15°40'47" for an arc distance of 54.73 feet to a point of tangency; thence South 44°43'57" East, a distance of 7.91 feet; thence South 60°59'37" East, a distance of 32.37 feet to a point of curvature of a curve concave to the North; thence Easterly along said curve having a radius of 75.00 feet, a central angle of 18°37'28" for an arc distance of 24.38 feet to a point of tangency; thence South 79°37'05" East, a distance of 65.23 feet; thence South 87°52'13" East, a distance of 38.34 feet to a point of curvature of a curve concave to the North; thence Easterly along said curve having a radius of 75.00 feet, a central angle of 23°55'04" for an arc distance of 31.31 feet to a point of tangency; thence North 68°12'43" East, a distance of 99.56 feet to a point of curvature of a curve concave to the South; thence Easterly along said curve having a radius of 75.00 feet, a central angle of 12°14'36" for an arc distance of 16.03 feet to a point of tangency; thence North 80°27'19" East, a distance of 56.08 feet to a point of curvature of a curve concave to the Southwest; thence Southeasterly along said curve having a radius of 50.00 feet, a central angle of 88°14'57" for an arc distance of 77.01 feet to the POINT OF BEGINNING.

CONTAINING 169.373 ACRES (7,377,907 SQUARE FEET) MORE OR LESS.

POD 8

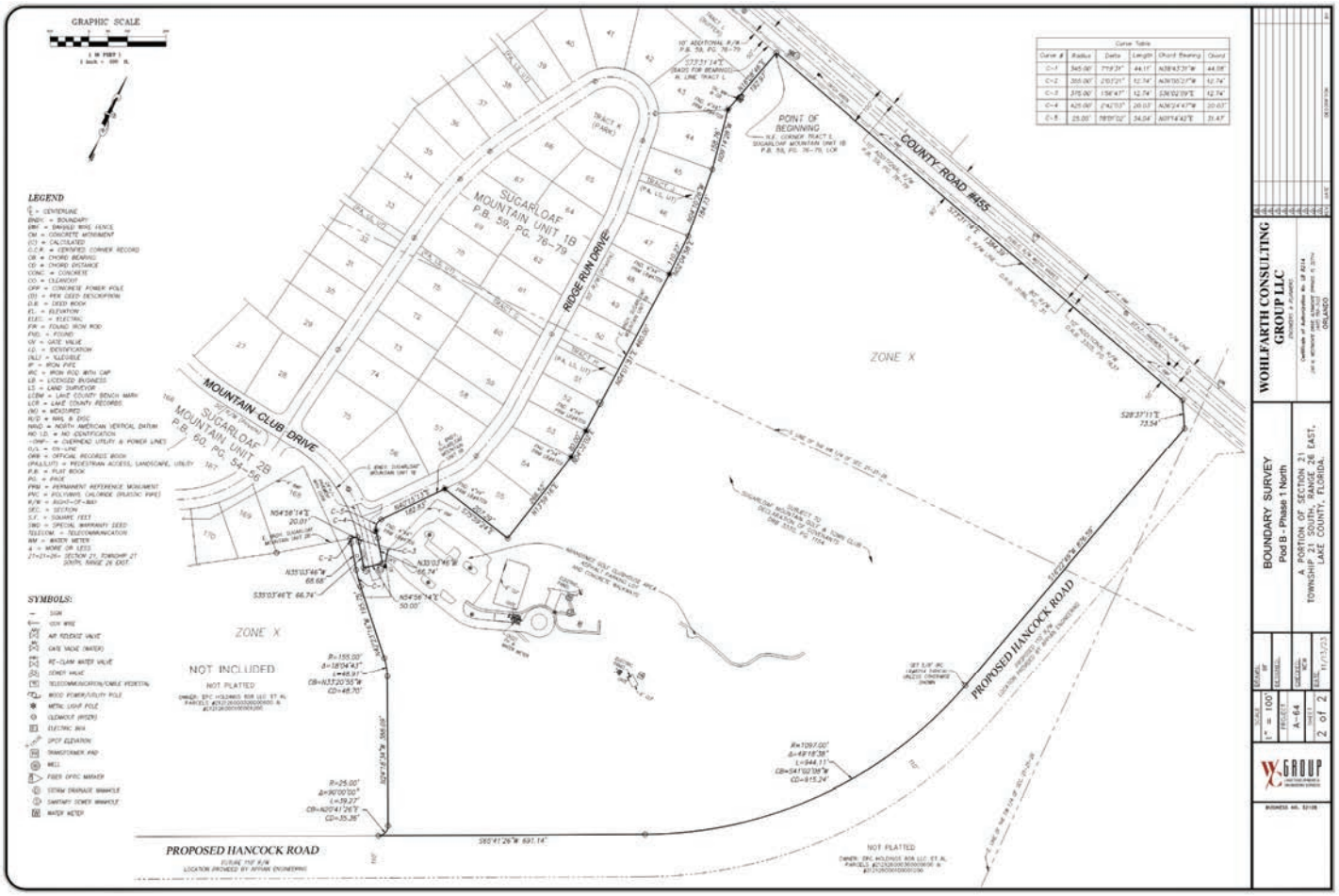
PARCELS 6- 2 Thru 6-6

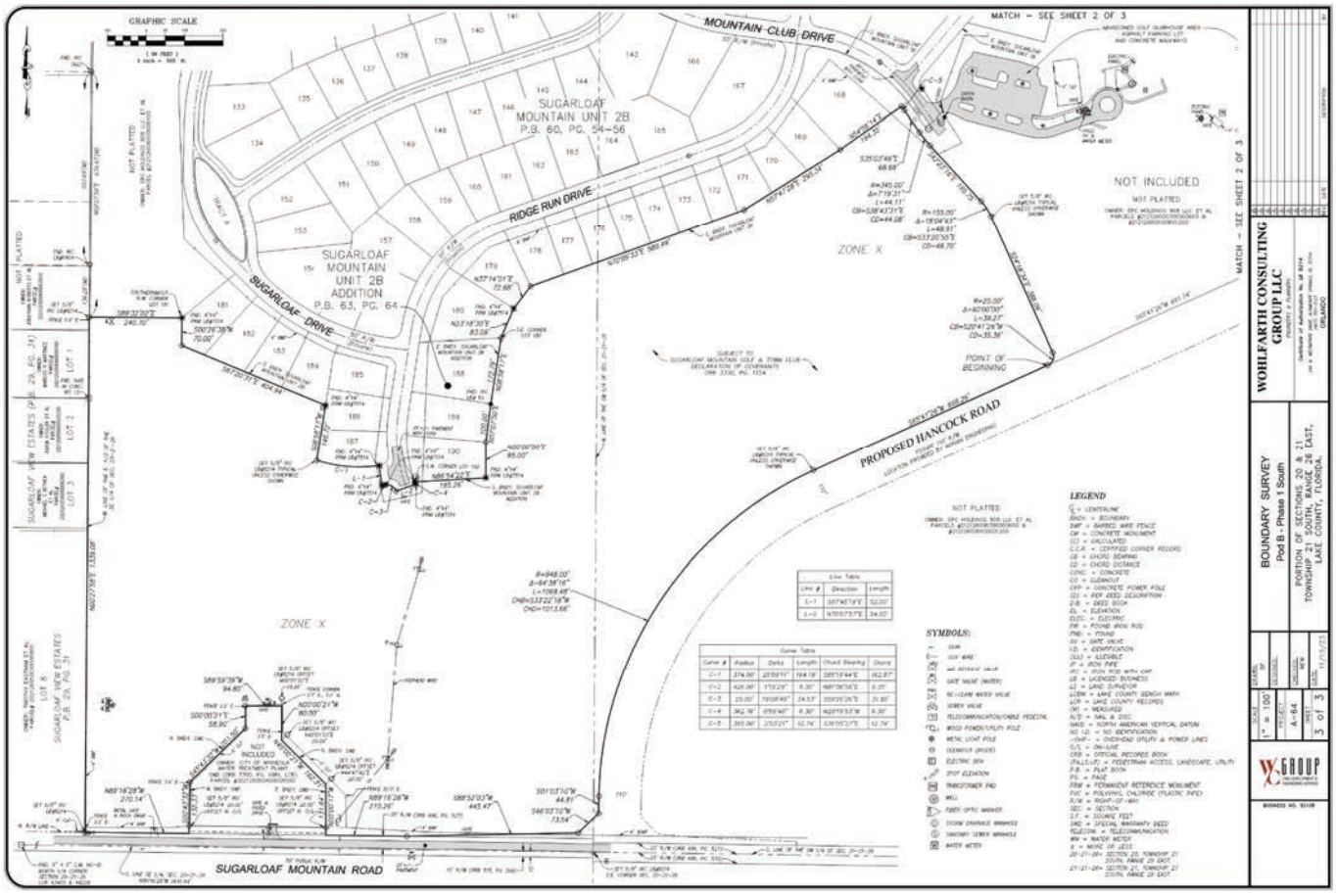
A Portion of The West 1/2 Of Section 28, Township 21 South, Range 26 East, Lake County, Florida, Being

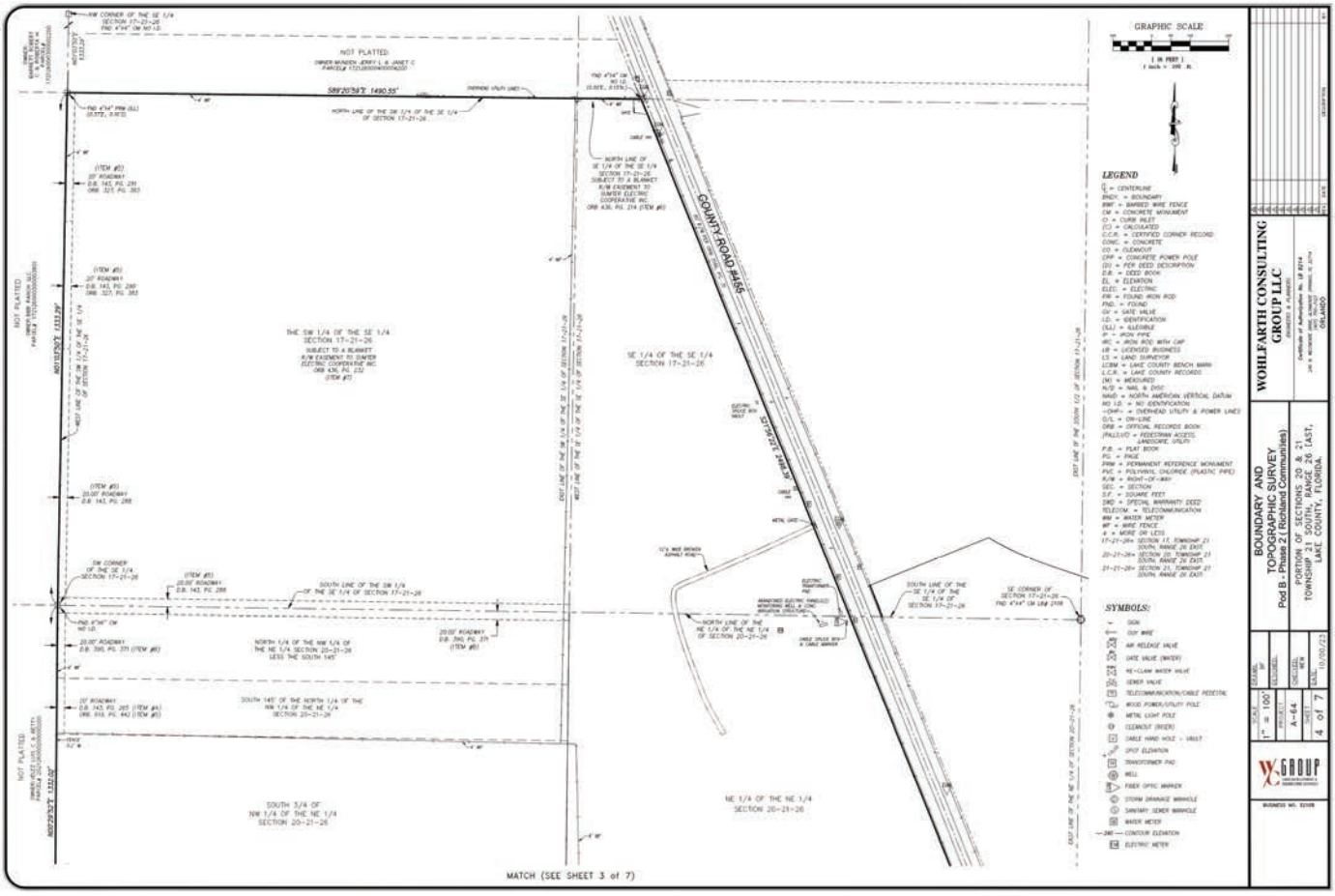
More Particularly Described As Follows:
Commence At The North 1/4 Corner Of Said Section 28; Thence South 00°54'52" West Along The East Line Of The West 1/2 Of Said Section 28, A Distance Of 25.03 Feet; Thence Departing From Said East Line, Run South 89°05'08" West, A Distance Of 25.00 Feet To The Point Of Beginning, Said Point Lying On The Westerly Right-Of-Way Line Of Sugarloaf Mountain Road As Described In Right-Of-Way Deed Recorded In Official Records Book 496, Page 530, Of The Public Records Of Lake County, Florida; Thence South 00°54'52" West Along Said Westerly Right-Of-Way Line, A Distance Of 3,918.01 Feet To The Northeast Corner Of Hunters Ridge, According To The Plat Thereof As Recorded In Plat Book 41, Pages 4 And 5, Of Said Public Records; Thence North 89°24'17" West Along The North Boundary Of Said Hunters Ridge, A Distance Of 1,529.12 Feet; Thence Departing From Said North Boundary, Run North 00°35'43" East, A Distance Of 533.40 Feet To A Point On The Arc Of A Non-Tangent Curve Concave To The Northeast, The Radius Point Of Which Bears North 38°58'17" East; Thence Northwesterly Along Said Curve Having A Radius Of 188.00 Feet, A Central Angle Of 41°28'44" For An Arc Distance Of 136.10 Feet To A Point Of Tangency; Thence North 09°32'59" West, A Distance Of 63.63 Feet To A Point Of Curvature Of A Curve Concave To The East; Thence Northerly Along Said Curve Having A Radius Of 1,176.00 Feet, A Central Angle Of 14°49'24" For An Arc Distance Of 304.25 Feet To A Point Of Tangency; Thence North 05°16'25" East, A Distance Of 28.45 Feet To A Point Of Curvature Of A Curve Concave To The West; Thence Northerly Along Said Curve Having A Radius Of 324.00 Feet, A Central Angle Of 20°58'55" For An Arc Distance Of 118.65 Feet To A Point Of Tangency; Thence North 15°42'30" West, A Distance Of 49.08 Feet To A Point On The Arc Of A Non-Tangent Curve Concave To The North, The Radius Point Of Which Bears North 14°11'55" West; Thence Westerly Along Said Curve Having A Radius Of 875.00 Feet, A Central Angle Of 15°15'05" For An Arc Distance Of 232.91 Feet To A Point Of Tangency; Thence North 88°56'50" West, A Distance Of 618.90 Feet; Thence North 00°56'16" East, Along A Line Lying 122.00 Feet East From And Parallel With, As Measured At Right Angles To The West Line Of The Southwest 1/4 Of Said Section 28, A Distance Of 99.37 Feet To A Point Of Curvature Of A Curve Concave To The East; Thence Northerly Along Said Curve Having A Radius Of 19,938.00 Feet, A Central Angle Of 00°06'55" For An Arc Distance Of 40.10 Feet To A Point Of Tangency; Thence North 01°03'10" East Along A Line Lying 122.00 Feet East From And Parallel With, As Measured At Right Angles To The West Line Of The Northwest 1/4 Of Said Section 28, A Distance Of 2,607.07 Feet To A Point On The South Right-Of-Way Line Of Sugarloaf Mountain Road As Described In Said Right-Of-Way Deed; Thence South 89°09'36" East Along Said South Right-Of-Way Line, A Distance Of 2,496.00 Feet To The Point Of Beginning.
CONTAINING 200.117 ACRES (8,717,089 SQUARE FEET), MORE OR LESS.

CONTAINING OVERALL 369.49 ACRES, MORE OR LESS.

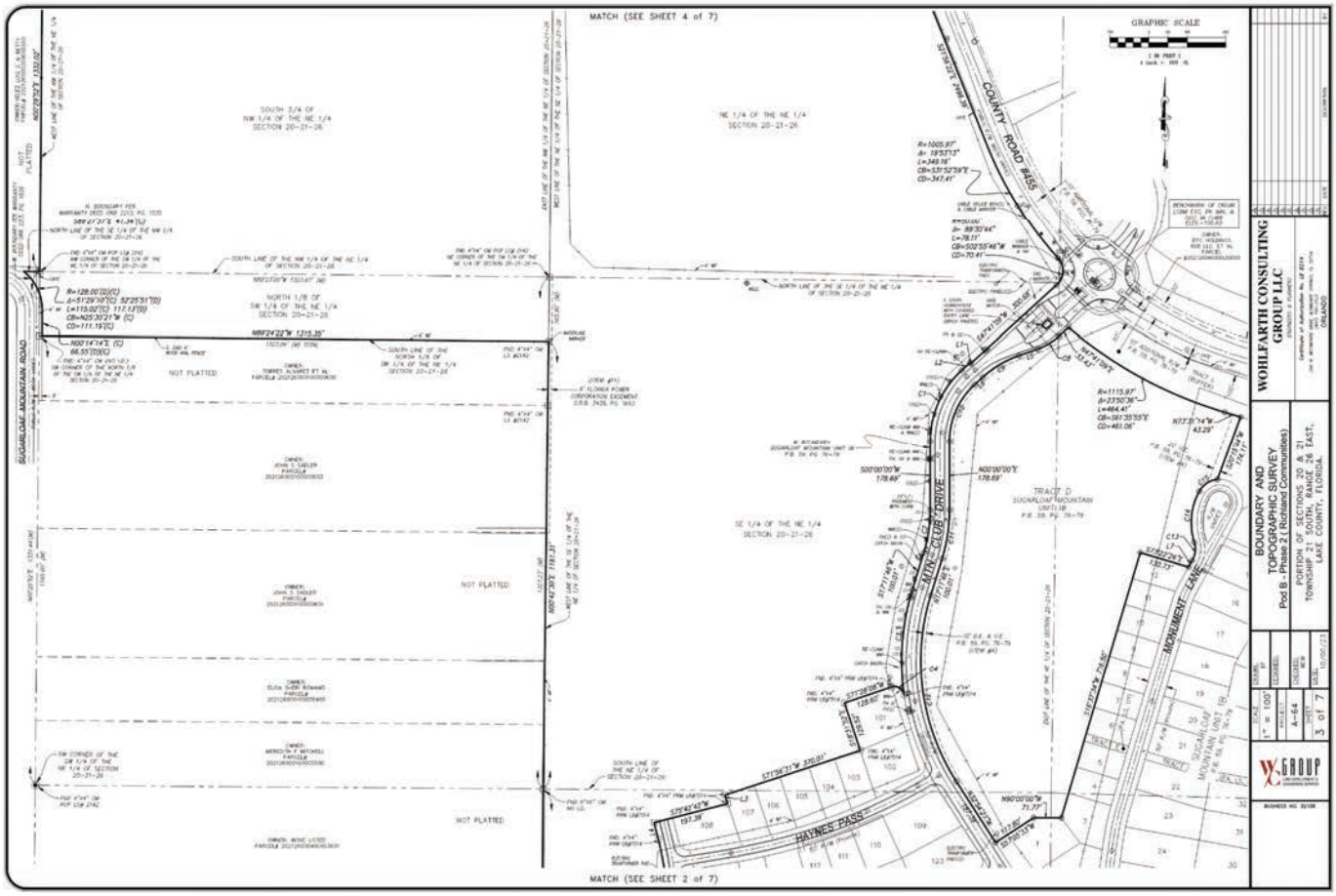
EXHIBIT 3 – EXPANSION AREA BOUNDARY AND LEGAL DESCRIPTION


GRAPHIC SCALE
LEGEND
SYMBOLS:
SUGARLOAF MOUNTAIN UNIT 1B P.B. 59, PG. 76-79
SUGARLOAF MOUNTAIN UNIT 2B P.B. 60, PG. 54-56
RIDGE RUN DRIVE
MOUNTAIN CLUB DRIVE
COUNTY ROAD #455
POINT OF BEGINNING
ZONE X
NOT INCLUDED
NOT PLATTED
PROPOSED HANCOCK ROAD
WOHLFARTH CONSULTING GROUP LLC
BOUNDARY SURVEY
Pod B - Phase 1 North
A PORTION OF SECTION 21 TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.
1" = 100'
A-64
2 of 2


GRAPHIC SCALE
MOUNTAIN CLUB DRIVE
MATCH - SEE SHEET 2 OF 3
SUGARLOAF MOUNTAIN UNIT 2B
P.B. 60, PG. 54-56
RIDGE RUN DRIVE
SUGARLOAF MOUNTAIN UNIT 2B ADDITION
P.B. 63, PG. 64
SUGARLOAF DRIVE
NOT INCLUDED
NOT PLATTED
ZONE X
POINT OF BEGINNING
PROPOSED HANCOCK ROAD
SUGARLOAF MOUNTAIN ROAD
SUGARLOAF VIEW ESTATES (P.B. 29, PG. 31)
LOT 1
LOT 2
LOT 3
LOT 8
SUGARLOAF VIEW ESTATES P.B. 29, PG. 31
LEGEND
SYMBOLS:
WOHLFARTH CONSULTING GROUP LLC
BOUNDARY SURVEY
Pod B - Phase 1 South
PORTION OF SECTIONS 20 & 21
TOWNSHIP 21 SOUTH, RANGE 26 EAST,
LAKE COUNTY, FLORIDA.
1" = 100'
A-64
3 of 3
11/03/23



NOT PLATTED
S89°20'59"E 1490.55'
COUNTY ROAD #455
THE SW 1/4 OF THE SE 1/4
SECTION 17-21-26
SE 1/4 OF THE SE 1/4
SECTION 17-21-26
SOUTH 3/4 OF
NW 1/4 OF THE NE 1/4
SECTION 20-21-26
NE 1/4 OF THE NE 1/4
SECTION 20-21-26
GRAPHIC SCALE
LEGEND
SYMBOLS:
WOHLFARTH CONSULTING GROUP LLC
BOUNDARY AND TOPOGRAPHIC SURVEY
Pod B - Phase 2 (Richland Communities)
PORTION OF SECTIONS 20 & 21
TOWNSHIP 21 SOUTH, RANGE 26 EAST,
LAKE COUNTY, FLORIDA.
ORLANDO
1" = 100'
A-64
4 of 7
10/30/23
MATCH (SEE SHEET 3 of 7)


MATCH (SEE SHEET 4 of 7)
MATCH (SEE SHEET 2 of 7)
GRAPHIC SCALE
SOUTH 3/4 OF NW 1/4 OF THE NE 1/4 SECTION 20-21-26
NE 1/4 OF THE NE 1/4 SECTION 20-21-26
NORTH 1/8 OF SW 1/4 OF THE NE 1/4 SECTION 20-21-26
SE 1/4 OF THE NE 1/4 SECTION 20-21-26
SUGARLOAF MOUNTAIN ROAD
COUNTY ROAD #455
MTN CLUB DRIVE
MONUMENT LANE
HAYNES PASS
NOT PLATTED
TRACT D SUGARLOAF MOUNTAIN UNIT 1B
WOHLFARTH CONSULTING GROUP LLC
BOUNDARY AND TOPOGRAPHIC SURVEY
Pod B - Phase 2 (Richland Communities)
PORTION OF SECTIONS 20 & 21
TOWNSHIP 21 SOUTH, RANGE 26 EAST,
LAKE COUNTY, FLORIDA.
ORLANDO
1" = 100'
A-64
3 of 7
10/00/23

POD B PHASE 1 - NORTH

A PORTION OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT L, SUGARLOAF MOUNTAIN UNIT 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 76 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 73°31'14" EAST, A DISTANCE OF 1,384.39 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 455 AS DESCRIBED IN STATUTORY QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3305, PAGE 1637, OF SAID PUBLIC RECORDS; THENCE DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 28°37'11" EAST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 16°22'49" WEST, A DISTANCE OF 876.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,097.00 FEET, A CENTRAL ANGLE OF 49°18'38", A CHORD BEARING OF SOUTH 41°02'08" WEST AND A CHORD DISTANCE OF 915.24 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 944.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 65°41'26" WEST, A DISTANCE OF 691.14 FEET TO A POINT OF CUSP OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 20°41'26" EAST AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 39.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 24°18'34" WEST, A DISTANCE OF 388.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 18°04'43", A CHORD BEARING OF NORTH 33°20'55" WEST AND A CHORD DISTANCE OF 48.70 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 48.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 42°23'16" WEST, A DISTANCE OF 195.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 07°19'31", A CHORD BEARING OF NORTH 38°43'31" WEST AND A CHORD DISTANCE OF 44.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 44.11 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°03'46" WEST, A DISTANCE OF 68.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 02°03'21", A CHORD BEARING OF NORTH 36°05'27" WEST AND A CHORD DISTANCE OF 12.74 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SUGARLOAF MOUNTAIN UNIT 2B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 54 THROUGH 56, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 54°56'14" EAST ALONG A NON-TANGENT LINE AND SAID EASTERLY BOUNDARY, A DISTANCE OF 20.01 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B, SAID POINT LYING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 01°56'47", A CHORD BEARING OF SOUTH 36°02'09" EAST AND A CHORD DISTANCE OF 12.74 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY BOUNDARY AND CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT OF TANGENCY; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B THE FOLLOWING FOURTEEN (14) COURSES, RUN SOUTH 35°03'46" EAST, A DISTANCE OF 66.74 FEET; THENCE NORTH 54°56'14" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 35°03'46" WEST, A DISTANCE OF 66.74 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 02°42'03", A CHORD BEARING OF NORTH 36°24'47" WEST AND A CHORD DISTANCE OF 20.03 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 20.03 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 78°01'02", A CHORD BEARING OF NORTH 01°14'42" EAST AND A CHORD DISTANCE OF 31.47 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 34.04 FEET TO A POINT OF TANGENCY; THENCE NORTH 40°15'13" EAST, A DISTANCE OF 182.83 FEET; THENCE SOUTH 75°59'24" EAST, A DISTANCE OF 207.29 FEET; THENCE NORTH 13°59'16" EAST, A DISTANCE OF 266.52 FEET; THENCE NORTH 04°32'02" EAST, A DISTANCE OF 80.00 FEET; THENCE NORTH 04°01'51" EAST, A DISTANCE OF 460.00 FEET; THENCE NORTH 02°04'58" EAST, A DISTANCE OF 110.27 FEET; THENCE NORTH 04°10'26" WEST, A DISTANCE OF 184.73 FEET; THENCE NORTH 09°14'28" WEST, A DISTANCE OF 158.76 FEET; THENCE NORTH 16°28'46" EAST, A DISTANCE OF 192.97 FEET TO THE POINT OF BEGINNING.
CONTAINING 54.717 ACRES (2,383,453 SQUARE FEET), MORE OR LESS.

POD B PHASE 1 - SOUTH

A PORTION OF SECTIONS 20 AND 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT L, SUGARLOAF MOUNTAIN UNIT 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 76 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 73°31'14" EAST, A DISTANCE OF 1,384.39 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 455 AS DESCRIBED IN STATUTORY QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3305, PAGE 1637, OF SAID PUBLIC RECORDS; THENCE DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 28°37'11" EAST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 16°22'49" WEST, A DISTANCE OF 876.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,097.00 FEET, A CENTRAL ANGLE OF 49°18'38", A CHORD BEARING OF SOUTH 41°02'08" WEST AND A CHORD DISTANCE OF 915.24 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 944.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 65°41'26" WEST, A DISTANCE Of 691.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 65°41'26" WEST, A DISTANCE OF 668.26 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 948.00 FEET, A CENTRAL ANGLE OF 64°38'16", A CHORD BEARING OF SOUTH 33°22'18" WEST AND A CHORD DISTANCE OF 1013.66 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 1,069.48 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°03'10" WEST, A DISTANCE OF 44.81 FEET; THENCE SOUTH 46°03'10" WEST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 88°52'03" WEST, A DISTANCE OF 445.47 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SUGARLOAF MOUNTAIN ROAD AS DESCRIBED IN RIGHT OF WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 496, PAGE 527, OF SAID PUBLIC RECORDS; THENCE NORTH 89°16'28" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 210.26 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF AN EASTERLY BOUNDARY OF LANDS DESCRIBED IN SPECIAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 3700, PAGE 1081, OF SAID PUBLIC RECORDS; THENCE NORTH 00°00'17" WEST ALONG SAID EASTERLY LINE AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 131.64 FEET; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED FOR THE FOLLOWING FIVE (5) COURSES, RUN NORTH 45°00'21" WEST, A DISTANCE OF 162.31 FEET; THENCE NORTH 00°00'21" WEST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 89°59'39" WEST, A DISTANCE OF 94.80 FEET; THENCE SOUTH 00°00'21" EAST, A DISTANCE OF 58.90 FEET; THENCE SOUTH 45°43'32" WEST, A DISTANCE OF 201.50 FEET; THENCE SOUTH 00°43'32" WEST ALONG A WESTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 132.33 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID SUGARLOAF MOUNTAIN ROAD; THENCE NORTH 89°16'28" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 270.14 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE NORTH 00°27'58" EAST ALONG SAID WEST LINE, A DISTANCE OF 1,339.08 FEET; THENCE DEPARTING FROM SAID WEST LINE RUN SOUTH 89°32'02" EAST, A DISTANCE OF 240.70 FEET TO THE SOUTHERNMOST NORTHWEST CORNER OF LOT 181, SUGARLOAF MOUNTAIN UNIT 2B, ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 54 THROUGH 56, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 2B THE FOLLOWING NINE (9) COURSES, RUN SOUTH 00°26'38" WEST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 67°20'31" EAST, A DISTANCE OF 404.94 FEET; THENCE SOUTH 08°58'17" WEST, A DISTANCE OF 146.72 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 374.00 FEET, A CENTRAL ANGLE OF 25°09'11", A CHORD BEARING OF SOUTH 85°10'44" EAST AND A CHORD DISTANCE OF 162.87 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 164.19 FEET; THENCE SOUTH 07°45'19" EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 52.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 426.00 FEET, A CENTRAL ANGLE OF 01°15'29", A CHORD BEARING OF NORTH 81°36'56" EAST AND A CHORD DISTANCE OF 9.35 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 9.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 79°08'45", A CHORD BEARING OF SOUTH 59°26'26" EAST AND A CHORD DISTANCE OF 31.85 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 34.53 FEET; THENCE NORTH 70°07'57" EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 54.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE

TO THE EAST HAVING A RADIUS OF 362.76 FEET, A CENTRAL ANGLE OF 00°59'40", A CHORD BEARING OF NORTH 20°15'53" WEST AND A CHORD DISTANCE OF 6.30 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 6.30 FEET TO THE SOUTHWEST CORNER OF LOT 190, SUGARLOAF MOUNTAIN UNIT 2B ADDITION, ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 64, OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 2B ADDITION THE FOLLOWING FOUR (4) COURSES, RUN NORTH 86°54'22" EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 185.26 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 95.00 FEET; THENCE NORTH 07°07'50" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 08°58'17" EAST, A DISTANCE OF 172.79 FEET TO THE SOUTHEAST CORNER OF LOT 180 OF SAID SUGARLOAF MOUNTAIN UNIT 2B; THENCE ALONG THE EASTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 2B THE FOLLOWING FIVE (5) COURSES, RUN NORTH 23°18'30" EAST, A DISTANCE OF 83.09 FEET; THENCE NORTH 37°14'01" EAST, A DISTANCE OF 72.68 FEET; THENCE NORTH 70°09'33" EAST, A DISTANCE OF 589.49 FEET; THENCE NORTH 57°47'28" EAST, A DISTANCE OF 295.34 FEET; THENCE NORTH 54°56'14" EAST, A DISTANCE OF 194.35 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 02°03'21", A CHORD BEARING OF SOUTH 36°05'27" EAST AND A CHORD DISTANCE OF 12.74 FEET; THENCE DEPARTING FROM SAID EASTERLY BOUNDARY RUN SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 35°03'46" EAST, A DISTANCE OF 68.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 07°19'31", A CHORD BEARING OF SOUTH 38°43'31" EAST AND A CHORD DISTANCE OF 44.08 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 44.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 42°23'16" EAST, A DISTANCE OF 195.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 18°04'43", A CHORD BEARING OF SOUTH 33°20'55" EAST AND A CHORD DISTANCE OF 48.70 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 48.91 FEET TO A POINT OF TANGENCY; THENCE SOUTH 24°18'34" EAST, A DISTANCE OF 388.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF SOUTH 20°41'26" WEST AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 39.27 FEET TO THE POINT OF BEGINNING.
CONTAINING 54.210 ACRES (2,361,395 SQUARE FEET), MORE OR LESS.

DESCRIPTION: POD B - PHASE 2

PORTIONS OF SECTIONS 17, 20, AND 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERNMOST NORTHWEST CORNER OF LOT 181, SUGARLOAF MOUNTAIN UNIT 2B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGES 54 THROUGH 56, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 89°32'02" WEST, A DISTANCE OF 240.70 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE NORTH 00°27'58" EAST ALONG SAID WEST LINE, A DISTANCE OF 1,312.07 FEET; THENCE NORTH 00°42'30" EAST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 580.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°42'30" EAST ALONG SAID WEST LINE, A DISTANCE OF 581.31 FEET; THENCE NORTH 89°24'22" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/8 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 1,315.35 FEET TO A POINT ON THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2213, PAGE 1535, OF SAID PUBLIC RECORDS, THE FOLLOWING (3) COURSES BEING ALONG THE WESTERLY AND NORTHERLY BOUNDARY OF SAID WARRANTY DEED; THENCE NORTH 00°14'14" EAST, A DISTANCE OF 66.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 128.00 FEET, A CENTRAL ANGLE OF 51°29'10", A CHORD BEARING OF NORTH 25°30'21" WEST AND A CHORD DISTANCE OF 111.19 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 115.02 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTHEAST 1/4, OF THE NORTHWEST 1/4, OF SAID SECTION 20; THENCE SOUTH 89°27'37" EAST ALONG SAID NORTH LINE, A DISTANCE OF 41.34 FEET; THENCE NORTH 00°29'52"

EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4, OF SAID SECTION 20, A DISTANCE OF 1,332.02 FEET; THENCE NORTH 01°03'50" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4, OF THE SOUTHEAST 1/4, OF SAID SECTION 17, A DISTANCE OF 1,333.29 FEET; THENCE SOUTH 89°20'59" EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4, OF SAID SECTION 17, A DISTANCE OF 1,490.55 FEET, THE FOLLOWING TWO (2) COURSES BEING ALONG THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 455 (AN 80 FOOT RIGHT OF WAY); THENCE SOUTH 21°56'22" EAST, A DISTANCE OF 2,498.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1,005.97 FEET, A CENTRAL ANGLE OF 19°53'13", A CHORD BEARING OF SOUTH 31°52'59" EAST AND A CHORD DISTANCE OF 347.41 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 349.16 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY BOUNDARY OF SUGARLOAF MOUNTAIN UNIT 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 76 THROUGH 79, INCLUSIVE, OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, THE FOLLOWING SIX (6) COURSES BEING ALONG THE WESTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°30'44", A CHORD BEARING OF SOUTH 02°55'46" WEST, A CHORD DISTANCE OF 70.41 FEET, FOR AN ARC LENGTH OF 78.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 47°41'09" WEST, A DISTANCE OF 300.68 FEET; THENCE NORTH 42°18'51" WEST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 47°41'09" WEST, A DISTANCE OF 29.64 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 47°41'09", A CHORD BEARING OF SOUTH 23°50'34" WEST AND A CHORD DISTANCE OF 202.11 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 208.07 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 121.84 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 675.00 FEET, A CENTRAL ANGLE OF 34°34'49", A CHORD BEARING OF SOUTH 89°13'56" WEST AND A CHORD DISTANCE OF 401.23 FEET; THENCE WESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 407.39 FEET TO A POINT OF TANGENCY; THENCE SOUTH 71°56'31" WEST, A DISTANCE OF 627.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 145.539 ACRES (6,339,685 SQUARE FEET), MORE OR LESS.

EXHIBIT 4 – MASTER SITE PLAN

	Acreage
Parcel A (Total) =	***396.6***
Pod A1	326.2
Pod A2	1.2
Pod A3	37.0
Pod A4	17.2
Pod A5	15.0
Parcel B (Total)=	***566.5***
Pod B1	65.9
Pod B2	15.8
Pod B3	5.3
Pod B4	2.6
Pod B5	13.6
Pod B6	14.0
Pod B7	43.5
Pod B8	81.4
Pod B9	84.2
Pod B10	2.0
Pod B11	15.0
Pod B12	7.4
Pod B13	10.0
Pod B14	17.1
Pod B15	28.5
Pod B16	1.7
Pod B17	144.0
Pod B18	14.5
Parcel C (Total)=	***236.1***
Pod C1	170.7
Pod C2	17.0
Pod C3	13.0
Pod C4	14.9
Pod C5	16.0
Pod C6	4.5
Parcel W (Total)=	***51.0***
Pod W1	41.6
Pod W2	9.4
Total	***1,250.2***

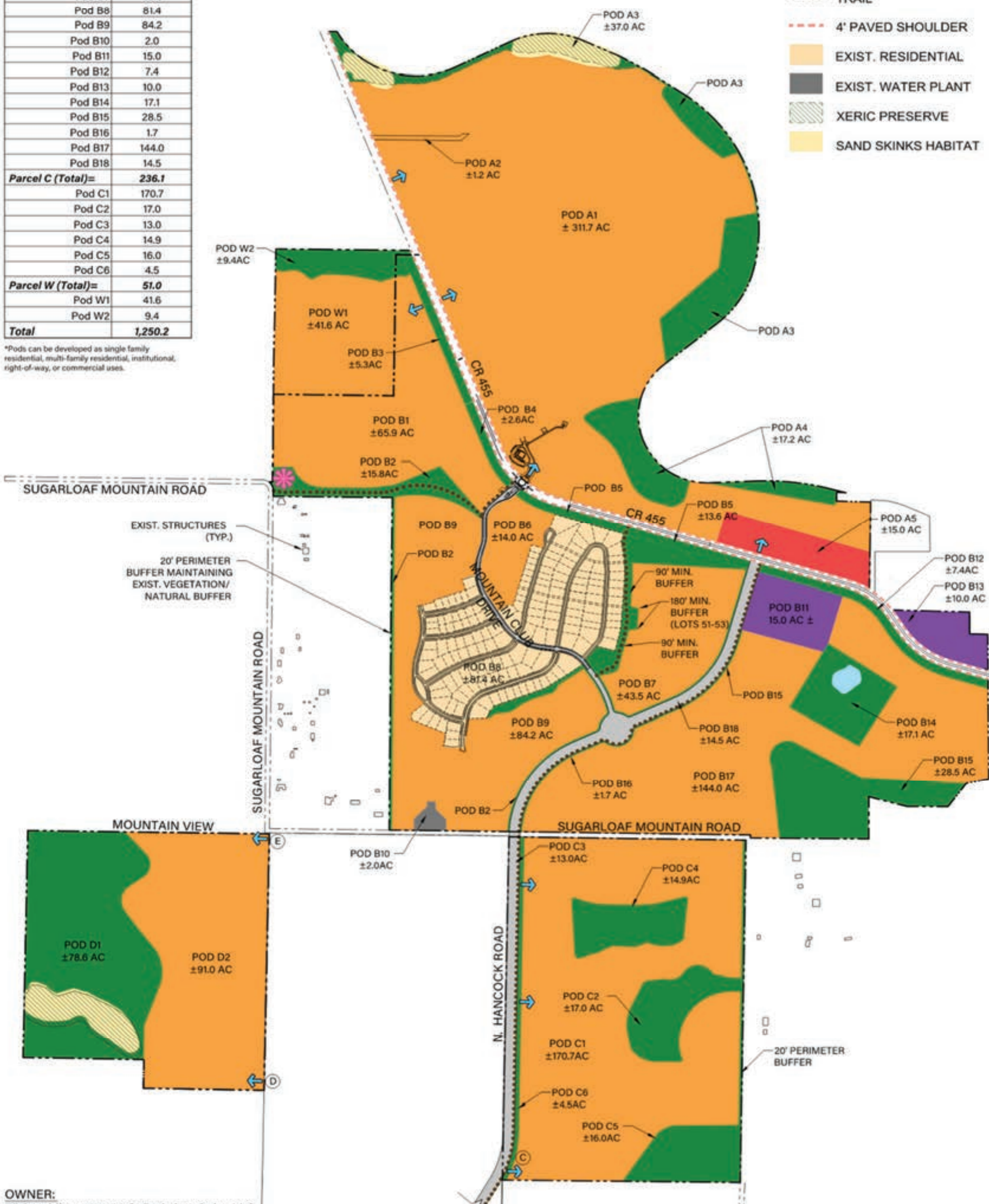
*Pods can be developed as single family residential, multi-family residential, institutional, right-of-way, or commercial uses.

DEVELOPMENT PROGRAM LIMITS			
USE	APPROVED PROGRAM	Maximum Allowed	Minimum Allowed
RESIDENTIAL	2,434 Units	2,555 Units	2,313 Units
COMMERCIAL	120,000 SF	126,000 SF	114,000 SF
INSTITUTIONAL	25 Acres	26.25 Acres	23.75 Acres

* Land uses and pod configuration is subject to change, however the net yield will not exceed the limits for the development
** Table from City of Minneola Comprehensive Plan

LEGEND

- FUTURE RESIDENTIAL
- COMMERCIAL AREA
- GREEN
- INSTITUTIONAL
- APPROXIMATE EXTERNAL ACCESS LOCATION
- PROP. SCENIC OVERLOOK
- TRAIL
- 4' PAVED SHOULDER
- EXIST. RESIDENTIAL
- EXIST. WATER PLANT
- XERIC PRESERVE
- SAND SKINKS HABITAT



LEGAL DESCRIPTION:

PARCEL 1

[illegible]

PARCEL 2

[illegible]

PARCEL 3

[illegible]

PARCEL 4

[illegible]

PARCEL 5

[illegible]

PARCEL 6

[illegible]

OWNER:
EPC Holdings 808, LLC, Parkview Oaks, LLC
& WSI Land Holdings, LLC
400 North Ashley Drive, Suite 2500
Tampa, FL 33602
(813)286-4140

APPLICANT:
Akerman LLP
c/o Cecelia Bonifay
420 South Orange Ave, Suite 1200
Orlando, FL 32801
(417)423-4000

* Road location, design, and right of way subject to final engineering and permitting.
** External access locations are approximate and are subject to change.

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SUGARLOAF MOUNTAIN • **EXHIBIT B - CONCEPTUAL DEVELOPMENT PLAN**

City of Minneola, FL
September 18, 2023
\# 21002300
Richland Communities

0 300' 600' 1200'
SCALE: 1" = 600'-0"

Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

SUPPLEMENTAL ENGINEER'S REPORT
ASSESSMENT AREA TWO & ASSESSMENT AREA THREE

PREPARED FOR:

BOARD OF SUPERVISORS
SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:
PAPE-DAWSON

May 2026

SUPPLEMENTAL ENGINEER'S REPORT
FOR ASSESSMENT AREA TWO AND ASSESSMENT AREA THREE
SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

1. INTRODUCTION

This report supplements the District's *Master Engineer's Report,* dated September 2024 ("**Master Report**") for the purpose of describing the second phases of the District's CIP to be known as the "**2026 Project**". The 2026 Project is further broken into the "**2026-1 Project"** a/k/a "**Assessment Area Two Project**" and the "**2026-2 Project"** a/k/a "**Assessment Area Three Project**". All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Report.

2. GENERAL SITE DESCRIPTION

The District's 2026 Project includes the portion of the CIP that is necessary for the development of what is known as the "Whispering Winds Subdivision" and the "Pine Ridge Subdivision" ("**Assessment Area Two**" and "**Assessment Area Three**" respectively) of the District. The 2026 Project is broken into two parts, including the "**Stanley Martin Homes Project Area**" a/k/a **"Whispering Winds"** being developed by Stanley Martin Homes, LLC, and the "**Tri-Pointe Homes Project Area**" a/k/a "**Pine Ridge**" being developed by Tri-Pointe Homes (the "**2026-1 Project**" and the "**2026-2 Project**" respectively).

The 2026 Project is intended to be completed by Stanley Martin Homes and Tri-Pointe Homes, as applicable, using a combination of District bond proceeds and applicable developer funding. Impact fee credits as may be received by the District from the City of Minneola and/or Lake County in association with the infrastructure project improvements shall be addressed via an acquisition agreement with the applicable developer entit(ies).

A legal description for Assessment Area Two is shown in **Exhibit 1** and a legal description for Assessment Area Three is shown in **Exhibit 2.**

Product Mix

The table below shows the product types that will be part of the 2026 Project:

Product Type	2026-1 Project Assessment Area Two Units	2026-2 Project Assessment Area Three Units
	Stanley Martin Homes Project Area (Whispering Winds)	**Tri-Pointe Homes Project Area (Pine Ridge)**
Single Family 45'	102	47
Single Family 55'	79	88
Single Family 65'	24	43
TOTAL	**205**	**178**

List of 2026 Project Improvements

The various improvements that are part of the overall CIP – including those that are part of the 2026 Project – are described in detail in the Master Report, and those descriptions are incorporated herein. The 2026 Project includes, generally stated, the following items relating to Assessment Area Two and Assessment Area Three, respectively: public roadways, storm sewer facilities, utilities, landscape/irrigation, the differential cost of undergrounding electrical conduit, soft costs, etc.

Permits

All permits and approvals necessary for the development of the 2026 Project have been obtained or are reasonably expected to be obtained in due course.

Estimated Costs

The tables below show the estimated costs of the 2026 Project:

2026 PROJECT COSTS (CDD FUNDED)			
Improvement	**Stanley Martin Homes Project Area 2026-1 Project (Whispering Winds)**	**Tri-Pointe Homes Project Area 2026-2 Project (Pine Ridge)**	**Operation & Maintenance Entity**
Storm Sewer/Drainage	$1,843,825.55	$1,559,268.57	City/CDD
Roadways	$1,224,154.41	$1,704,889.06	City
Hardscape/Landscape/Irrigation	$407,500.00	$267,000.00	CDD
Water, Reclaim and Wastewater Utilities	$2,729,285.86	$2,652,593.44	City
Undergrounding of Conduit	$518,375.00	$422,750.00	N/A
Professional Fees (10%)	$672,314.08	$660,650.11	N/A
SUBTOTAL	**$7,395,454.90**	**$7,267,151.18**	
Contingency (15%)	$1,109,318.24	$1,090,072.68	As above
TOTAL	**$8,504,773.14**	**$8,357,223.85**	

a. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated District expenditures that may be incurred.
b. Roadway, landscape/hardscape/irrigation, and amenities improvements, if behind hard-gates, will not be part of the CIP.
c. The developer(s) reserves the right to finance any of the 2026 Project improvements for their respective assessment area outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the 2026 Project.
a. The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements, subject to the approval of the District's bond counsel.

3. CONCLUSION

The 2026 Project will be designed in accordance with current governmental regulations and requirements. The 2026 Project will serve its intended function so long as the construction is in substantial compliance with the design. It is further our opinion that:

- the estimated cost to the 2026 Project as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;

- all of the improvements comprising the 2026 Project are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;

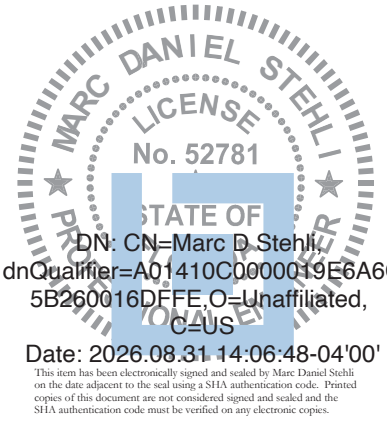
- the 2026 Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the 2026 Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and

- the assessable property within Assessment Area Two will receive a special benefit from the 2026-1 Project that is at least equal to the costs of the 2026-1 Project and the assessable property within Assessment Area Three will receive a special benefit from the 2026-2 Project that is at least equal to the costs of the 2026-2 Project.

As described above, this report identifies the benefits from the 2026-1 Project to the lands within Assessment Area Two and from the 2026-2 Project to the lands within Assessment Area Three. The general public, property owners, and property outside of Assessment Area Two will benefit from the provision of the 2026-1 Project; however, and with the exception of certain master costs that are part of the 2026-1 Project but allocable to future phases, these are incidental to the District's 2026-1 Project, which is designed solely to provide special benefits peculiar to Assessment Area Two. Special and peculiar benefits accrue to property within Assessment Area Two and enable properties within its boundaries to be developed. The general public, property owners, and property outside of Assessment Area Three will benefit from the provision of the 2026-2 Project; however, and with the exception of certain master costs that are part of the 2026-2 Project but allocable to future phases, these are incidental to the District's 2026-2 Project, which is designed solely to provide special benefits peculiar to Assessment Area Three. Special and peculiar benefits accrue to property within Assessment Area Three and enable properties within its boundaries to be developed.

The 2026 Project will be owned by the District or other governmental units and such 2026 Project is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the 2026 Project is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The 2026 Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the 2026 Project or the fair market value.

Please note that the 2026 Project as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the 2026 Project, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in Assessment Area Two and Assessment Area Three, respectively, in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.



Marc D. Stehli, P.E.
District Engineer
Date: May 19, 2026

EXHIBIT 1 – ASSESSMENT AREA 2 LEGAL DESCRIPTION

DESCRIPTION: WHISPERING WINDS

A PORTION OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT L, SUGARLOAF MOUNTAIN UNIT 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 76 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 73°31'14" EAST, A DISTANCE OF 1,384.39 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 455 AS DESCRIBED IN STATUTORY QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3305, PAGE 1637, OF SAID PUBLIC RECORDS; THENCE DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 28°37'11" EAST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 16°22'49" WEST, A DISTANCE OF 876.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,097.00 FEET, A CENTRAL ANGLE OF 49°18'38", A CHORD BEARING OF SOUTH 41°02'08" WEST AND A CHORD DISTANCE OF 915.24 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 944.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 65°41'26" WEST, A DISTANCE OF 691.14 FEET TO A POINT OF CUSP OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 20°41'26" EAST AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 39.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 24°18'34" WEST, A DISTANCE OF 388.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 18°04'43", A CHORD BEARING OF NORTH 33°20'55" WEST AND A CHORD DISTANCE OF 48.70 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 48.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 42°23'16" WEST, A DISTANCE OF 195.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 07°19'31", A CHORD BEARING OF NORTH 38°43'31" WEST AND A CHORD DISTANCE OF 44.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 44.11 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°03'46" WEST, A DISTANCE OF 68.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 02°03'21", A CHORD BEARING OF NORTH 36°05'27" WEST AND A CHORD DISTANCE OF 12.74 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SUGARLOAF MOUNTAIN UNIT 2B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 54 THROUGH 56, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 54°56'14" EAST ALONG A NON-TANGENT LINE AND SAID EASTERLY BOUNDARY, A DISTANCE OF 20.01 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B, SAID POINT LYING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 01°56'47", A CHORD BEARING OF SOUTH 36°02'09" EAST AND A CHORD DISTANCE OF 12.74 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY BOUNDARY AND CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT OF TANGENCY; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B THE FOLLOWING FOURTEEN (14) COURSES, RUN SOUTH 35°03'46" EAST, A DISTANCE OF 66.74 FEET; THENCE NORTH 54°56'14" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 35°03'46" WEST, A DISTANCE OF 66.74 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 02°42'03", A CHORD BEARING OF NORTH 36°24'47" WEST AND A CHORD DISTANCE OF 20.03 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 20.03 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 78°01'02", A CHORD BEARING OF NORTH 01°14'42" EAST AND A CHORD DISTANCE OF 31.47 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 34.04 FEET TO A POINT OF TANGENCY; THENCE NORTH 40°15'13" EAST, A DISTANCE OF 182.83 FEET; THENCE SOUTH 75°59'24" EAST, A DISTANCE OF 207.29 FEET; THENCE NORTH 13°59'16" EAST, A DISTANCE OF 266.52 FEET; THENCE NORTH 04°32'02" EAST, A DISTANCE OF 80.00 FEET; THENCE NORTH 04°01'51" EAST, A DISTANCE OF 460.00 FEET; THENCE NORTH 02°04'58" EAST, A DISTANCE OF 110.27 FEET; THENCE NORTH 04°10'26" WEST, A DISTANCE OF 184.73 FEET; THENCE NORTH 09°14'28" WEST, A DISTANCE OF 158.76 FEET; THENCE NORTH 16°28'46" EAST, A DISTANCE OF 192.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 54.717 ACRES (2,383,453 SQUARE FEET), MORE OR LESS.

EXHIBIT 2 – ASSESSMENT AREA 3 LEGAL DESCRIPTION

DESCRIPTION: PINE RIDGE

A PORTION OF SECTIONS 20 AND 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT L, SUGARLOAF MOUNTAIN UNIT 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 76 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 73°31'14" EAST, A DISTANCE OF 1,384.39 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 455 AS DESCRIBED IN STATUTORY QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3305, PAGE 1637, OF SAID PUBLIC RECORDS; THENCE DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 28°37'11" EAST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 16°22'49" WEST, A DISTANCE OF 876.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,097.00 FEET, A CENTRAL ANGLE OF 49°18'38", A CHORD BEARING OF SOUTH 41°02'08" WEST AND A CHORD DISTANCE OF 915.24 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 944.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 65°41'26" WEST, A DISTANCE Of 691.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 65°41'26" WEST, A DISTANCE OF 668.26 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 948.00 FEET, A CENTRAL ANGLE OF 64°38'16", A CHORD BEARING OF SOUTH 33°22'18" WEST AND A CHORD DISTANCE OF 1013.66 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 1,069.48 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°03'10" WEST, A DISTANCE OF 44.81 FEET; THENCE SOUTH 46°03'10" WEST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 88°52'03" WEST, A DISTANCE OF 445.47 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SUGARLOAF MOUNTAIN ROAD AS DESCRIBED IN RIGHT OF WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 496, PAGE 527, OF SAID PUBLIC RECORDS; THENCE NORTH 89°16'28" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 210.26 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF AN EASTERLY BOUNDARY OF LANDS DESCRIBED IN SPECIAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 3700, PAGE 1081, OF SAID PUBLIC RECORDS; THENCE NORTH 00°00'17" WEST ALONG SAID EASTERLY LINE AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 131.64 FEET; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED FOR THE FOLLOWING FIVE (5) COURSES, RUN NORTH 45°00'21" WEST, A DISTANCE OF 162.31 FEET; THENCE NORTH 00°00'21" WEST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 89°59'39" WEST, A DISTANCE OF 94.80 FEET; THENCE SOUTH 00°00'21" EAST, A DISTANCE OF 58.90 FEET; THENCE SOUTH 45°43'32" WEST, A DISTANCE OF 201.50 FEET; THENCE SOUTH 00°43'32" WEST ALONG A WESTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 132.33 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID SUGARLOAF MOUNTAIN ROAD; THENCE NORTH 89°16'28" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 270.14 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE NORTH 00°27'58" EAST ALONG SAID WEST LINE, A DISTANCE OF 1,339.08 FEET; THENCE DEPARTING FROM SAID WEST LINE RUN SOUTH 89°32'02" EAST, A DISTANCE OF 240.70 FEET TO THE SOUTHERNMOST NORTHWEST CORNER OF LOT 181, SUGARLOAF MOUNTAIN UNIT 2B, ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 54 THROUGH 56, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 2B THE FOLLOWING NINE (9) COURSES, RUN SOUTH 00°26'38" WEST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 67°20'31" EAST, A DISTANCE OF 404.94 FEET; THENCE SOUTH 08°58'17" WEST, A DISTANCE OF 146.72 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 374.00 FEET, A CENTRAL ANGLE OF 25°09'11", A CHORD BEARING OF SOUTH 85°10'44" EAST AND A CHORD DISTANCE OF 162.87 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 164.19 FEET; THENCE SOUTH 07°45'19" EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 52.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 426.00 FEET, A CENTRAL ANGLE OF 01°15'29", A CHORD BEARING OF NORTH 81°36'56" EAST AND A CHORD DISTANCE OF 9.35 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 9.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 79°08'45", A CHORD BEARING OF SOUTH 59°26'26" EAST AND A CHORD DISTANCE OF 31.85 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 34.53 FEET; THENCE NORTH 70°07'57" EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 54.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 362.76 FEET, A CENTRAL ANGLE OF 00°59'40", A CHORD BEARING OF NORTH 20°15'53" WEST AND A CHORD DISTANCE OF 6.30 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 6.30 FEET TO THE SOUTHWEST CORNER OF LOT 190, SUGARLOAF MOUNTAIN UNIT 2B ADDITION, ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 64, OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 2B ADDITION THE FOLLOWING FOUR (4) COURSES, RUN NORTH 86°54'22" EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 185.26 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 95.00 FEET; THENCE NORTH 07°07'50" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 08°58'17" EAST, A DISTANCE OF 172.79 FEET TO THE SOUTHEAST CORNER OF LOT 180 OF SAID SUGARLOAF MOUNTAIN UNIT 2B; THENCE ALONG THE EASTERLY

BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 2B THE FOLLOWING FIVE (5) COURSES, RUN NORTH 23°18'30" EAST, A DISTANCE OF 83.09 FEET; THENCE NORTH 37°14'01" EAST, A DISTANCE OF 72.68 FEET; THENCE NORTH 70°09'33" EAST, A DISTANCE OF 589.49 FEET; THENCE NORTH 57°47'28" EAST, A DISTANCE OF 295.34 FEET; THENCE NORTH 54°56'14" EAST, A DISTANCE OF 194.35 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 02°03'21", A CHORD BEARING OF SOUTH 36°05'27" EAST AND A CHORD DISTANCE OF 12.74 FEET; THENCE DEPARTING FROM SAID EASTERLY BOUNDARY RUN SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 35°03'46" EAST, A DISTANCE OF 68.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 07°19'31", A CHORD BEARING OF SOUTH 38°43'31" EAST AND A CHORD DISTANCE OF 44.08 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 44.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 42°23'16" EAST, A DISTANCE OF 195.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 18°04'43", A CHORD BEARING OF SOUTH 33°20'55" EAST AND A CHORD DISTANCE OF 48.70 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 48.91 FEET TO A POINT OF TANGENCY; THENCE SOUTH 24°18'34" EAST, A DISTANCE OF 388.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF SOUTH 20°41'26" WEST AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 39.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 54.210 ACRES (2,361,395 SQUARE FEET), MORE OR LESS.

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APPENDIX D

ASSESSMENT METHODOLOGY

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SUGARLOAF
COMMUNITY DEVELOPMENT DISTRICT

Master Special Assessment Methodology Report

July 22, 2024

Provided by:

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
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Table of Contents

1.0 Introduction
1.1 Purpose 1
1.2 Scope of the Report 1
1.3 Special Benefits and General Benefits 1
1.4 Organization of the Report 2

2.0 Development Program
2.1 Overview 2
2.2 The Development Program 2

3.0 The Capital Improvement Plan
3.1 Overview 3
3.2 Capital Improvement Plan 3

4.0 Financing Program
4.1 Overview 4
4.2 Types of Bonds Proposed 4

5.0 Assessment Methodology
5.1 Overview 5
5.2 Benefit Allocation 5
5.3 Assigning Debt 7
5.4 Lienability Test: Special and Peculiar Benefit to the Property 7
5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay 8
5.6 True-Up Mechanism 8
5.7 Assessment Roll 10
5.8 Additional Items Regarding Bond Assessment Imposition and Allocation 10

6.0 Additional Stipulations
6.1 Overview 12

7.0 Appendix
Table 1 13
Table 2 13
Table 3 14
Table 4 15
Table 5A 15
Table 5B 16
Table 5C 16

1.0 Introduction

1.1 Purpose

This Master Special Assessment Methodology Report (the "Report") was developed to provide a financing plan and a special assessment methodology for the Sugarloaf Community Development District (the "District"), located entirely within the City of Minneola, Lake County, Florida, as related to funding the costs of public infrastructure improvements (the "Capital Improvement Plan" or "CIP") contemplated to be provided by the District.

1.2 Scope of the Report

This Report presents the projections for financing the District's Capital Improvement Plan described in the Engineer's Report developed by Poulos & Bennett, LLC (the "District Engineer") and dated May 2024 (the "Engineer's Report"), which improvements set forth therein make up the CIP, as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the CIP. Please note that the Engineer's Report describes the CIP which would be required for the District after the projected expansion of its boundaries from the current approximately 369.49 +/- acres to the anticipated total of approximately 1,400 +/- acres.

1.3 Special Benefits and General Benefits

The public infrastructure improvements undertaken and funded by the District as part of the CIP create special and peculiar benefits, different in kind and degree from general and incidental benefits to the public at large. However, as discussed within this Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District's CIP enables properties within its boundaries to be developed.

There is no doubt that the general public and property owners of property outside the District will benefit from the provision of the CIP. However, these benefits are only incidental since the CIP is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the CIP and do not depend upon the CIP to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of the District's boundaries.

The CIP will provide public infrastructure improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the CIP. Even though the exact value of the benefits provided by the CIP is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Report

Section Two describes the development program as proposed by the Developer, as defined below.

Section Three provides a summary of the CIP as determined by the District Engineer.

Section Four discusses the financing program for the District.

Section Five introduces the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District will serve the Sugarloaf development, a master planned residential development located entirely within the City of Minneola, Lake County, Florida (the "Development"). The land within the District currently consists of approximately 369.49 +/- acres, while an expansion area and a future parcel would account for an additional 254.466 +/- (the “Expansion Area”) and 776.044 +/- acres (the “Future Parcel”) respectively, for a total of 1,400 +/- acres, and is generally located northeast of the Florida Turnpike, north of CR 561 extending to the north side of CR 455.

2.2 The Development Program

The development of Sugarloaf is anticipated to be conducted by Richland Developers – Florida, Inc., or an affiliated entity (the “Developer”). Based upon the information provided by the Developer and the District Engineer, the current development plan envisions 812 residential units within the existing boundary of the District, 805 residential units within the anticipated expansion area, and 938 residential units within the future parcel for a total of 2,555 residential

units to be developed over a multi-year period in one or more development phases, although unit numbers, land use types and phasing may change throughout the development period. Table 1 in the *Appendix* illustrates the current development plan for Sugarloaf.

3.0 The Capital Improvement Plan

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 Capital Improvement Plan

The public infrastructure improvements which are part of the CIP and are needed to serve the Development are projected to consist of master improvements which will serve all of the lands in the District. The District, however, reserves the right to create distinct assessment areas to coincide with the phases of development. The CIP will consist of stormwater management system, public roadways (on-site), public roadways (off-site), water, wastewater & reclaim utilities, hardscape, landscape & irrigation, streetlights/ underground electrical lines, and recreational amenities (active & passive), along with contingency and professional costs which cumulatively are estimated by the District Engineer at $90,698,866.81, including the costs of public infrastructure improvements necessary for the development of both the Expansion Area and the Future Parcel.

The public infrastructure improvements that comprise the CIP will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

Table 2 in the *Appendix* illustrates the specific components of the CIP.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District. As of the time of writing of this Report, the District will most likely acquire completed improvements from the Developer, although the District maintains the complete flexibility to either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

Even though the actual financing plan may change to include multiple series of bonds, it is likely that in order to fully fund costs of the CIP as described in *Section 3.2* in one financing transaction, the District would have to issue approximately $126,465,000 in par amount of special assessment bonds (the "Bonds").

Please note that the purpose of this Report is to allocate the benefit of the CIP to the various land uses in the District and based on such benefit allocation to apportion the maximum debt necessary to fund the CIP. The discussion of the structure and size of the indebtedness is based on various estimates and is subject to change.

4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Bonds in the approximate principal amount of $126,465,000 to finance approximately $90,698,866.81 in CIP costs. The Bonds as projected under this financing plan would be structured to be amortized in 30 annual installments following a 24-month capitalized interest period. Interest payments on the Bonds would be made every May 1 and November 1, and principal payments on the Bonds would be made either on May 1 or on November 1.

In order to finance the improvements and other costs, the District would need to borrow more funds and incur indebtedness in the total amount of approximately $126,465,000. The difference is comprised of funding a debt service reserve, capitalized interest, underwriter's discount and costs of issuance. Preliminary sources and uses of funding and assumptions for the Bonds are presented in Table 3 in the *Appendix*.

Please note that the structure of the Bonds as presented in this Report is preliminary and may change due to changes in the development program, market conditions, timing of infrastructure installation as well as for other reasons. The District maintains complete flexibility as to the structure of the Bonds and reserves the right to modify it as necessary.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Bonds provides the District with funds necessary to construct/acquire the infrastructure improvements which are part of the CIP outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of the District and general benefits accruing to areas outside the District but being only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the CIP. All properties that receive special benefits from the CIP will be assessed for their fair share of the debt issued in order to finance all or a portion of the CIP.

5.2 Benefit Allocation

The most current development plan anticipates the development of 812 residential units within the existing boundary of the District, 805 residential units within the anticipated expansion area, and 938 residential units within the future parcel for a total of 2,555 residential units to be developed over a multi-year period in one or more development phases, although unit numbers and land use types may change throughout the development period.

The public infrastructure improvements that comprise the CIP will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of the public improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

By allowing for the land in the District to be developable, both the public infrastructure improvements that comprise the CIP and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each infrastructure improvement category, as the improvements provide

basic infrastructure for community development to all land within the District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the CIP have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than either the cost of, or the actual non-ad valorem assessment levied for, the improvement or debt allocated to that parcel of land.

The benefit associated with the CIP of the District is proposed to be allocated to the different product types within the District in proportion to the density of development and intensity of use of the infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the product types, based on the relative density of development and the intensity of use of master infrastructure, the total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind different ERU weights is supported by the fact that generally and on average product types with a greater density and greater intensity of use of infrastructure, such as large single-family lots, will use and benefit from the District's improvements more than product types with lesser density and lesser intensity of use of infrastructure, generally and on average product types with lesser density and lesser intensity of use of infrastructure produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than product types with greater density and greater intensity of use of infrastructure. Additionally, the value of the product types with greater density and greater intensity of use of infrastructure is likely to appreciate by more in terms of dollars than that of the product types with lesser density and lesser intensity of use of infrastructure as a result of the implementation of the CIP. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a

reasonable approximation of the relative amount of benefit received by the different product types from the District's improvements.

If at any time, any portion of the property within the District is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Bond Assessments (hereinafter defined) thereon), or similarly exempt entity, all future unpaid Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

Tables 5A, 5B, and 5C in the *Appendix* present the apportionment of the assessment associated with funding the District's CIP (the "Bond Assessments") in accordance with the ERU benefit allocation method presented in Table 4. Tables 5A, 5B, and 5C also present the annual levels of the projected annual Bond Assessments per unit.

5.3 Assigning Debt

The Bond Assessments associated with repayment of the Bonds will initially be levied on all of the gross acres of land in the District. Consequently, the Bond Assessments will initially be levied on approximately 369.49 +/- gross acres on an equal pro-rata gross acre basis and thus the total bonded debt in the amount of $41,788,627.03 will be preliminarily levied on approximately 369.49 +/- gross acres at a rate of $113,098.13 per acre.

As the land is platted, the Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Tables 5A, 5B, and 5C in the *Appendix*. Such allocation of Bond Assessments to platted parcels will reduce the amount of Bond Assessments levied on unplatted gross acres within the District.

Further, to the extent that any residential land which has not been platted is sold to another developer or builder, the Bond Assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessments transferred at sale.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties

within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

a. added use of the property;
b. added enjoyment of the property;
c. decreased insurance premiums;
d. increased marketability and value of the property.

The public infrastructure improvements which are part of the CIP make the land in the District developable and saleable and when implemented jointly as parts of the CIP, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the special and peculiar benefits derived from the CIP by different product types.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned ERUs as set forth in Table 1 in the *Appendix* ("Development Plan"). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Plat results in the same amount of ERUs (and thus Bond Assessments) able to be imposed on the "Remaining Unplatted Lands" (i.e., those remaining unplatted lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Bond Assessments to the product types being platted and the remaining property in accordance with this Report, and cause the Bond Assessments to be recorded in the District's Improvement Lien Book.

b. If a Proposed Plat results in a greater amount of ERUs (and thus Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Bond Assessments for all assessed properties within the District or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat results in a lower amount of ERUs (and thus Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Bond Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District's Assessment Consultant, in consultation with the District Engineer, District Counsel and the District's Bond Counsel, shall determine in his or her sole discretion what amount of ERUs (and thus Bond Assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the Development, b) the revised, overall development plan showing the number and type of units reasonably planned for the Development, c) proof of the amount of entitlements for the Remaining Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Bond

Assessments to pay debt service on the applicable series of bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular Bond Assessment installment payable for such lands, and shall constitute part of the Bond Assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bond series to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Bond Assessments levied run with the land, and such Bond Assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Bond Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's Bond Assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

5.7 Assessment Roll

The Bond Assessments of $126,465,000 are proposed to be levied over the area described in Exhibit "A". Excluding any capitalized interest period, Bond Assessments shall be paid in thirty (30) annual principal installments.

5.8 Additional Items Regarding Bond Assessment Imposition and Allocation

This master assessment allocation methodology is intended to establish the necessary benefit and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond

issuances necessary to fund all or a portion of the project(s) referenced herein comprising the CIP. All such liens shall be within the benefit limits established herein and using the allocation methodology described herein, and shall be described in one or more supplemental reports.

As noted herein, the CIP functions as a system of improvements. Among other implications, this means that proceeds from any particular bond issuance can be used to fund improvements within any benefitted property or designated assessment area within the District, regardless of where the Bond Assessments are levied, provided that Bond Assessments are fairly and reasonably allocated across all benefitted properties.

As set forth in any supplemental report, and for any particular bond issuance, the Developer may opt to "buy down" the Bond Assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, and in order for Bond Assessments to reach certain target levels. Note that any "true-up," as described herein, may require a payment to satisfy "true-up" obligations as well as additional contributions to maintain such target assessment levels. Any amounts contributed by the Developer to pay down Bond Assessments will not be eligible for "deferred costs," if any are provided for in connection with any particular bond issuance.

No Bond Assessments will be allocated herein to any public or private amenities or other common areas planned for the Development. Such amenities and common areas will be owned and operated by the District and/or master homeowners' association. If owned by a homeowners' association, the amenities will be considered a common element for the exclusive benefit of property owners. Alternatively, if owned by the District, the amenities will be available for use by the public, subject to the District's rules and policies. Accordingly, any benefit to the amenities and common areas flows directly to the benefit of all property in the District. As such, no Bond Assessments will be assigned to the amenities and common areas.

In the event that the CIP is not completed, required contributions are not made, additional benefitted lands are added to the District and/or assessment area(s), or under certain other circumstances, the District may elect to reallocate the Bond Assessments, and the District expressly reserves the right to do so, provided however that any such reallocation shall not be construed to relieve any party of contractual or other obligations to the District.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's 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. Wrathell, Hunt and Associates, LLC 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.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Sugarloaf

Community Development District

Development Plan

Product Type	Existing Disctrict Units	Expansion Area Units	Future Parcel Units	Total Number of Units
Multifamily	0	0	175	175
Single Family 45'	345	272	340	957
Single Family 55'	313	365	336	1014
Single Family 65'	154	168	87	409
Total	**812**	**805**	**938**	**2,555**

Table 2

Sugarloaf

Community Development District

Project Costs

Improvement	Existing District	Expansion Area	Future Parcel	Total Costs
Stormwater Management System	$ 3,921,941.32	$ 5,216,965.45	$ 5,340,500.00	$ 14,479,406.77
Public Roadways (onsite)	$ 5,369,733.61	$ 4,713,977.25	$ 6,214,400.00	$ 16,298,110.86
Public Roadways (offsite)	$ -	$ 580,000.00	$ -	$ 580,000.00
Water, Wastewater & Reclaim Utilities	$ 11,145,140.27	$ 7,662,802.38	$ 11,652,000.00	$ 30,459,942.65
Hardscape, Landscape & Irrigation	$ 1,852,105.00	$ 2,079,310.00	$ 2,815,900.00	$ 6,747,315.00
Streetlights/ Underground Electrical Lines	$ 1,495,800.00	$ 1,355,400.00	$ 1,747,800.00	$ 4,599,000.00
Recreational Amenities (Active & Passive)	$ 1,676,490.00	$ 3,243,750.00	$ 4,369,500.00	$ 9,289,740.00
Contingency	$ 2,546,121.02	$ 2,485,220.51	$ 3,214,010.00	$ 8,245,351.53
Total	**$ 28,007,331.22**	**$ 27,337,425.59**	**$ 35,354,110.00**	**$ 90,698,866.81**

Table 3

Sugarloaf

Community Development District

Preliminary Sources and Uses of Funds

Sources	
Bond Proceeds:	
Par Amount	$126,465,000.00
Total Sources	**$126,465,000.00**
Uses	
Project Fund Deposits:	
Project Fund	$90,698,866.81
Other Fund Deposits:	
Debt Service Reserve Fund	$11,233,561.36
Capitalized Interest Fund	$20,234,400.00
Delivery Date Expenses:	
Costs of Issuance	$4,293,950.00
Rounding	$4,221.83
Total Uses	**$126,465,000.00**

Financing Assumptions

Coupon Rate: 8%
Capitalized Interest Period: 24 months
Term: 30 Years
Underwriter's Discount: 3%
Cost of Issuance: $500,000

Table 4

Sugarloaf

Community Development District

Benefit Allocation

Product Type	Existing Disctrict Units	ERU Weight	Total ERU	Percent of Total
Multifamily	0	0.35	0.00	0.00%
Single Family 45'	345	0.90	310.50	12.08%
Single Family 55'	313	1.10	344.30	13.40%
Single Family 65'	154	1.30	200.20	7.79%
Total	**812**		**855.00**	**33.27%**

Product Type	Expansion Area Units	ERU Weight	Total ERU	Percent of Total
Multifamily	0	0.35	0.00	0.00%
Single Family 45'	272	0.90	244.80	9.53%
Single Family 55'	365	1.10	401.50	15.62%
Single Family 65'	168	1.30	218.40	8.50%
Total	**805**		**864.70**	**33.65%**

Product Type	Future Parcel Units	ERU Weight	Total ERU	Percent of Total
Multifamily	175	0.35	61.25	2.38%
Single Family 45'	340	0.90	306.00	11.91%
Single Family 55'	336	1.10	369.60	14.38%
Single Family 65'	87	1.30	113.10	4.40%
Total	**938**		**849.95**	**33.08%**

Product Type	Total Number of Units	ERU Weight	Total ERU	Percent of Total
Multifamily	175	0.35	61.25	2.38%
Single Family 45'	957	0.90	861.30	33.52%
Single Family 55'	1,014	1.10	1115.40	43.41%
Single Family 65'	409	1.30	531.70	20.69%
Total	**2,555**		**2,569.65**	**100.00%**

Table 5A

Sugarloaf

Community Development District

Assessment Apportionment - Existing District

Product Type	Existing Disctrict Units	Total Cost Allocation*	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Debt Service Payment per Unit**
Multifamily	0	$0.00	$0.00	$0.00	$0.00
Single Family 45'	345	$10,959,468.47	$15,281,218.26	$44,293.39	$4,230.61
Single Family 55'	313	$12,152,479.85	$16,944,680.99	$54,136.36	$5,170.75
Single Family 65'	154	$7,066,298.19	$9,852,817.70	$63,979.34	$6,110.88
Total	**812**	**$30,178,246.50**	**$42,078,716.95**		

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

** Includes county collection costs estimated at 3% (subject to change) and an early collection discount allowance estimated at 4% (subject to change)

Table 5B

Sugarloaf

Community Development District

Assessment Apportionment - Expansions Area

Product Type	Expansion Area Units	Total Cost Allocation*	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Debt Service Payment per Unit**
Multifamily	0	$0.00	$0.00	$0.00	$0.00
Single Family 45'	272	$8,640,508.47	$12,047,801.06	$44,293.39	$4,230.61
Single Family 55'	365	$14,171,422.19	$19,759,771.76	$54,136.36	$5,170.75
Single Family 65'	168	$7,708,688.93	$10,748,528.40	$63,979.34	$6,110.88
Total	**805**	**$30,520,619.59**	**$42,556,101.22**		

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

** Includes county collection costs estimated at 3% (subject to change) and an early collection discount allowance estimated at 4% (subject to change)

Table 5C

Sugarloaf

Community Development District

Assessment Apportionment - Future Parcel

Product Type	Future Parcel Units	Total Cost Allocation*	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Debt Service Payment per Unit**
Multifamily	175	$2,161,891.93	$3,014,411.01	$17,225.21	$1,645.24
Single Family 45'	340	$10,800,635.59	$15,059,751.33	$44,293.39	$4,230.61
Single Family 55'	336	$13,045,473.58	$18,189,817.29	$54,136.36	$5,170.75
Single Family 65'	87	$3,991,999.62	$5,566,202.21	$63,979.34	$6,110.88
Total	**938**	**$30,000,000.72**	**$41,830,181.83**		

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in

** Includes county collection costs estimated at 3% (subject to change) and an early collection

Exhibit “A”

Bond Assessments in the amount of $41,788,627.03 are proposed to be levied over the area as described below:

POD B PHASE 1 - NORTH

A PORTION OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT L, SUGARLOAF MOUNTAIN UNIT 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 76 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 73°31'14" EAST, A DISTANCE OF 1,384.39 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 455 AS DESCRIBED IN STATUTORY QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3305, PAGE 1637, OF SAID PUBLIC RECORDS; THENCE DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 28°37'11" EAST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 16°22'49" WEST, A DISTANCE OF 876.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,097.00 FEET, A CENTRAL ANGLE OF 49°18'38", A CHORD BEARING OF SOUTH 41°02'08" WEST AND A CHORD DISTANCE OF 915.24 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 944.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 65°41'26" WEST, A DISTANCE OF 691.14 FEET TO A POINT OF CUSP OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 20°41'26" EAST AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 39.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 24°18'34" WEST, A DISTANCE OF 388.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 18°04'43", A CHORD BEARING OF NORTH 33°20'55" WEST AND A CHORD DISTANCE OF 48.70 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 48.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 42°23'16" WEST, A DISTANCE OF 195.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 07°19'31", A CHORD BEARING OF NORTH 38°43'31" WEST AND A CHORD DISTANCE OF 44.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 44.11 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°03'46" WEST, A DISTANCE OF 68.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 02°03'21", A CHORD BEARING OF NORTH 36°05'27" WEST AND A CHORD DISTANCE OF 12.74 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SUGARLOAF MOUNTAIN UNIT 2B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 54 THROUGH 56, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 54°56'14" EAST ALONG A NON-TANGENT LINE AND SAID EASTERLY BOUNDARY, A DISTANCE OF 20.01 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B, SAID POINT LYING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 01°56'47", A CHORD BEARING OF SOUTH 36°02'09" EAST AND A CHORD DISTANCE OF 12.74 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY BOUNDARY AND CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT OF TANGENCY; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B THE FOLLOWING FOURTEEN (14) COURSES, RUN SOUTH 35°03'46" EAST, A DISTANCE OF 66.74 FEET; THENCE NORTH 54°56'14" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 35°03'46" WEST, A DISTANCE OF 66.74 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 02°42'03", A CHORD BEARING OF NORTH 36°24'47" WEST AND A CHORD DISTANCE OF 20.03 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 20.03 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 78°01'02", A CHORD BEARING OF NORTH 01°14'42" EAST AND A CHORD DISTANCE OF 31.47 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 34.04 FEET TO A POINT OF TANGENCY; THENCE NORTH 40°15'13" EAST, A DISTANCE OF 182.83 FEET; THENCE SOUTH 75°59'24" EAST, A DISTANCE OF 207.29 FEET; THENCE NORTH 13°59'16" EAST, A DISTANCE OF 266.52 FEET; THENCE NORTH 04°32'02" EAST, A DISTANCE OF 80.00 FEET; THENCE NORTH 04°01'51" EAST, A DISTANCE OF 460.00 FEET; THENCE NORTH 02°04'58" EAST, A DISTANCE OF 110.27 FEET; THENCE NORTH 04°10'26" WEST, A DISTANCE OF 184.73 FEET; THENCE NORTH 09°14'28" WEST, A DISTANCE OF 158.76 FEET; THENCE NORTH 16°28'46" EAST, A DISTANCE OF 192.97 FEET TO THE POINT OF BEGINNING.
CONTAINING 54.717 ACRES (2,383,453 SQUARE FEET), MORE OR LESS.
POD B PHASE 1 - SOUTH

A PORTION OF SECTIONS 20 AND 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT L, SUGARLOAF MOUNTAIN UNIT 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 76 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 73°31'14" EAST, A DISTANCE OF 1,384.39 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 455 AS DESCRIBED IN STATUTORY QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3305, PAGE 1637, OF SAID PUBLIC RECORDS; THENCE DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 28°37'11" EAST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 16°22'49" WEST, A DISTANCE OF 876.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,097.00 FEET, A CENTRAL ANGLE OF 49°18'38", A CHORD BEARING OF SOUTH 41°02'08" WEST AND A CHORD DISTANCE OF 915.24 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 944.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 65°41'26" WEST, A DISTANCE Of 691.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 65°41'26" WEST, A DISTANCE OF 668.26 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 948.00 FEET, A CENTRAL ANGLE OF 64°38'16", A CHORD BEARING OF SOUTH 33°22'18" WEST AND A CHORD DISTANCE OF 1013.66 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 1,069.48 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°03'10" WEST, A DISTANCE OF 44.81 FEET; THENCE SOUTH 46°03'10" WEST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 88°52'03" WEST, A DISTANCE OF 445.47 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SUGARLOAF MOUNTAIN ROAD AS DESCRIBED IN RIGHT OF WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 496, PAGE 527, OF SAID PUBLIC RECORDS; THENCE NORTH 89°16'28" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 210.26 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF AN EASTERLY BOUNDARY OF LANDS DESCRIBED IN SPECIAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 3700, PAGE 1081, OF SAID PUBLIC RECORDS; THENCE NORTH 00°00'17" WEST ALONG SAID EASTERLY LINE AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 131.64 FEET; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED FOR THE FOLLOWING FIVE (5) COURSES, RUN NORTH 45°00'21" WEST, A DISTANCE OF 162.31 FEET; THENCE NORTH 00°00'21" WEST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 89°59'39" WEST, A DISTANCE OF 94.80 FEET; THENCE SOUTH 00°00'21" EAST, A DISTANCE OF 58.90 FEET; THENCE SOUTH 45°43'32" WEST, A DISTANCE OF 201.50 FEET; THENCE SOUTH 00°43'32" WEST ALONG A WESTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 132.33 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID SUGARLOAF MOUNTAIN ROAD; THENCE NORTH 89°16'28" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 270.14 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE NORTH 00°27'58" EAST ALONG SAID WEST LINE, A DISTANCE OF 1,339.08 FEET; THENCE DEPARTING FROM SAID WEST LINE RUN SOUTH 89°32'02" EAST, A DISTANCE OF 240.70 FEET TO THE SOUTHERNMOST NORTHWEST CORNER OF LOT 181, SUGARLOAF MOUNTAIN UNIT 2B, ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 54 THROUGH 56, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 2B THE FOLLOWING NINE (9) COURSES, RUN SOUTH 00°26'38" WEST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 67°20'31" EAST, A DISTANCE OF 404.94 FEET; THENCE SOUTH 08°58'17" WEST, A DISTANCE OF 146.72 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 374.00 FEET, A CENTRAL ANGLE OF 25°09'11", A CHORD BEARING OF SOUTH 85°10'44" EAST AND A CHORD DISTANCE OF 162.87 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 164.19 FEET; THENCE SOUTH 07°45'19" EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 52.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 426.00 FEET, A CENTRAL ANGLE OF 01°15'29", A CHORD BEARING OF NORTH 81°36'56" EAST AND A CHORD DISTANCE OF 9.35 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 9.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 79°08'45", A CHORD BEARING OF SOUTH 59°26'26" EAST AND A CHORD DISTANCE OF 31.85 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 34.53 FEET; THENCE NORTH 70°07'57" EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 54.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 362.76 FEET, A CENTRAL ANGLE OF 00°59'40", A CHORD BEARING OF NORTH 20°15'53" WEST AND A CHORD DISTANCE OF 6.30 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC

LENGTH OF 6.30 FEET TO THE SOUTHWEST CORNER OF LOT 190, SUGARLOAF MOUNTAIN UNIT 2B ADDITION, ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 64, OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 2B ADDITION THE FOLLOWING FOUR (4) COURSES, RUN NORTH 86°54'22" EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 185.26 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 95.00 FEET; THENCE NORTH 07°07'50" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 08°58'17" EAST, A DISTANCE OF 172.79 FEET TO THE SOUTHEAST CORNER OF LOT 180 OF SAID SUGARLOAF MOUNTAIN UNIT 2B; THENCE ALONG THE EASTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 2B THE FOLLOWING FIVE (5) COURSES, RUN NORTH 23°18'30" EAST, A DISTANCE OF 83.09 FEET; THENCE NORTH 37°14'01" EAST, A DISTANCE OF 72.68 FEET; THENCE NORTH 70°09'33" EAST, A DISTANCE OF 589.49 FEET; THENCE NORTH 57°47'28" EAST, A DISTANCE OF 295.34 FEET; THENCE NORTH 54°56'14" EAST, A DISTANCE OF 194.35 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 02°03'21", A CHORD BEARING OF SOUTH 36°05'27" EAST AND A CHORD DISTANCE OF 12.74 FEET; THENCE DEPARTING FROM SAID EASTERLY BOUNDARY RUN SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 35°03'46" EAST, A DISTANCE OF 68.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 07°19'31", A CHORD BEARING OF SOUTH 38°43'31" EAST AND A CHORD DISTANCE OF 44.08 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 44.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 42°23'16" EAST, A DISTANCE OF 195.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 18°04'43", A CHORD BEARING OF SOUTH 33°20'55" EAST AND A CHORD DISTANCE OF 48.70 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 48.91 FEET TO A POINT OF TANGENCY; THENCE SOUTH 24°18'34" EAST, A DISTANCE OF 388.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF SOUTH 20°41'26" WEST AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 39.27 FEET TO THE POINT OF BEGINNING.
CONTAINING 54.210 ACRES (2,361,395 SQUARE FEET), MORE OR LESS.

DESCRIPTION: POD B - PHASE 2

PORTIONS OF SECTIONS 17, 20, AND 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERNMOST NORTHWEST CORNER OF LOT 181, SUGARLOAF MOUNTAIN UNIT 2B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGES 54 THROUGH 56, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 89°32'02" WEST, A DISTANCE OF 240.70 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE NORTH 00°27'58" EAST ALONG SAID WEST LINE, A DISTANCE OF 1,312.07 FEET; THENCE NORTH 00°42'30" EAST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 580.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°42'30" EAST ALONG SAID WEST LINE, A DISTANCE OF 581.31 FEET; THENCE NORTH 89°24'22" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/8 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 1,315.35 FEET TO A POINT ON THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2213, PAGE 1535, OF SAID PUBLIC RECORDS, THE FOLLOWING (3) COURSES BEING ALONG THE WESTERLY AND NORTHERLY BOUNDARY OF SAID WARRANTY DEED; THENCE NORTH 00°14'14" EAST, A DISTANCE OF 66.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 128.00 FEET, A CENTRAL ANGLE OF 51°29'10", A CHORD BEARING OF NORTH 25°30'21" WEST AND A CHORD DISTANCE OF 111.19 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 115.02 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTHEAST 1/4, OF THE NORTHWEST 1/4, OF SAID SECTION 20; THENCE SOUTH 89°27'37" EAST ALONG SAID NORTH LINE, A DISTANCE OF 41.34 FEET; THENCE NORTH 00°29'52" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4, OF SAID SECTION 20, A DISTANCE OF 1,332.02 FEET; THENCE NORTH 01°03'50" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4, OF THE SOUTHEAST 1/4, OF SAID SECTION 17, A DISTANCE OF 1,333.29 FEET; THENCE SOUTH 89°20'59" EAST ALONG THE

NORTH LINE OF THE SOUTHEAST 1/4, OF SAID SECTION 17, A DISTANCE OF 1,490.55 FEET, THE FOLLOWING TWO (2) COURSES BEING ALONG THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 455 (AN 80 FOOT RIGHT OF WAY); THENCE SOUTH 21°56'22" EAST, A DISTANCE OF 2,498.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1,005.97 FEET, A CENTRAL ANGLE OF 19°53'13", A CHORD BEARING OF SOUTH 31°52'59" EAST AND A CHORD DISTANCE OF 347.41 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 349.16 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY BOUNDARY OF SUGARLOAF MOUNTAIN UNIT 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 76 THROUGH 79, INCLUSIVE, OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, THE FOLLOWING SIX (6) COURSES BEING ALONG THE WESTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°30'44", A CHORD BEARING OF SOUTH 02°55'46" WEST, A CHORD DISTANCE OF 70.41 FEET, FOR AN ARC LENGTH OF 78.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 47°41'09" WEST, A DISTANCE OF 300.68 FEET; THENCE NORTH 42°18'51" WEST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 47°41'09" WEST, A DISTANCE OF 29.64 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 47°41'09", A CHORD BEARING OF SOUTH 23°50'34" WEST AND A CHORD DISTANCE OF 202.11 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 208.07 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 121.84 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 675.00 FEET, A CENTRAL ANGLE OF 34°34'49", A CHORD BEARING OF SOUTH 89°13'56" WEST AND A CHORD DISTANCE OF 401.23 FEET; THENCE WESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 407.39 FEET TO A POINT OF TANGENCY; THENCE SOUTH 71°56'31" WEST, A DISTANCE OF 627.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 145.539 ACRES (6,339,685 SQUARE FEET), MORE OR LESS.

Exhibit “B”

The debt assessment lien is being placed on property described in the attached legal description. For notice purposes, listed below are the potentially applicable County Property Appraiser parcels, and property owners, developers/potential property owners, and developers that will be included on a mailing list related to debt assessments:

Parcel ID	Owner	Address	City | State | Zip
282126000200001600	DRP Solaris Multistate, LLC	590 Madison Ave, FL 13	New York, NY 10022
292126000200003200	DRP Solaris Multistate, LLC	590 Madison Ave, FL 13	New York, NY 10022
292126000200000200	EPC Holdings 808, LLC	3161 Michelson Dr, Ste 425	Irvine, CA 92612

SUGARLOAF
COMMUNITY DEVELOPMENT DISTRICT

Preliminary Second Supplemental Special Assessment Methodology Report

(Assessment Area Two)

May 29, 2026

Provided by:

Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
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Table of Contents

1.0 Introduction
1.1 Purpose 1
1.2 Scope of the Second Supplemental Report..... 1
1.3 Special Benefits and General Benefits 1
1.4 Organization of the Second Supplemental Report 2

2.0 Development Program
2.1 Overview 2
2.2 The Development Program 3

3.0 The CIP
3.1 Overview 3
3.2 The 2026-1 Project 3

4.0 Financing Program
4.1 Overview 4
4.2 Types of Bonds Proposed 4

5.0 Assessment Methodology
5.1 Overview 5
5.2 Benefit Allocation 5
5.3 Assigning Series 2026-1 Assessments 7
5.4 Lienability Test: Special and Peculiar Benefit to the Property 8
5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay 9
5.6 True-Up Mechanism 9
5.7 Assessment Roll 11

6.0 Additional Stipulations
6.1 Overview 11

7.0 Appendix
Table 1 13
Table 2 13
Table 3 13
Table 4 14
Table 5 14
Table 6 14

1.0 Introduction

1.1 Purpose

This Preliminary Second Supplemental Special Assessment Methodology Report (the "Second Supplemental Report") was developed to supplement the Master Special Assessment Methodology Report (the "Master Report") dated July 22, 2024 and to provide a financing plan and a supplemental special assessment methodology (consistent with the methodology set forth in the Master Report) for the Sugarloaf Community Development District (the "District") located entirely within the City of Minneola, Lake County, Florida. This Second Supplemental Report was developed in relation to funding by the District of a portion of the costs of public infrastructure improvements (the "Capital Improvement Plan" or "CIP") contemplated to be provided by the District to support the development of 205 residential units projected to be developed within a designated assessment area within the District ("Assessment Area Two").

1.2 Scope of the Second Supplemental Report

This Second Supplemental Report presents the projections for financing a portion of the District's Capital Improvement Plan relating to 'Stanley Martin Homes Project Area 2026-1 Project (Whispering Winds)' as described in the Supplemental Engineer's Report for Assessment Area Two and Assessment Area Three prepared by Poulos & Bennett, LLC (the "District Engineer") dated May 2026 (the "Engineer's Report"), and this Second Supplemental Report also describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the above-described portion of the CIP (such portion is herein referred to as the "2026-1 Project").

1.3 Special Benefits and General Benefits

Public infrastructure improvements undertaken and funded by the District as part of the 2026-1 Project create special benefits for properties within Assessment Area Two of the District and general benefits for properties outside of Assessment Area Two and to the public at large. However, as discussed within this Second Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within Assessment Area Two within the District. The District's CIP enables properties within its boundaries to be developed.

There is no doubt that the general public and owners of property outside of Assessment Area Two will benefit from the provision of the 2026-1 Project. However, these benefits are only incidental since the 2026-1 Project is designed solely to provide special benefits peculiar to property within Assessment Area Two within the District. Properties outside of Assessment Area Two are not directly served by the 2026-1 Project and do not depend upon the 2026-1 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which landowners within Assessment Area Two within the District receive compared to those lying outside of Assessment Area Two.

The 2026-1 Project will provide public infrastructure improvements which are all necessary in order to make the lands within Assessment Area Two within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within Assessment Area Two within the District to increase by more than the sum of the financed cost of the individual components of the 2026-1 Project. Even though the exact value of the benefits provided by the 2026-1 Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Second Supplemental Report

Section Two describes the development program as proposed by the Developer, as defined below.

Section Three provides a summary of the 2026-1 Project as determined by the District Engineer.

Section Four discusses the supplemental financing program for the District.

Section Five discusses the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District will serve the Sugarloaf development, a master planned residential development located entirely within the City of Minneola, Lake County, Florida (the "Development"). The land within the District consists of approximately 1,016.756 +/- acres, while an

anticipated expansion area and a future parcel would add an additional 241.237 +/- acres for a total of 1,257.993 +-/ acres and is generally located northeast of the Florida Turnpike, north of CR 561 extending to the north side of CR 455. Of the aforementioned acreage, Assessment Area Two accounts for approximately 54.717 +/- acres.

2.2 The Development Program

The development of Sugarloaf is anticipated to be conducted by Richland Developer – Florida, Inc., or an affiliated entity (the "Master Developer"). The development of Assessment Area Two within the District is anticipated to be conducted by Stanley Martin Homes, LLC, a Delaware limited liability company or an affiliated entity (the "Developer"). Based upon the latest information provided by the Developer and the District Engineer, the current development plan for the District envisions a total of 2,555 residential units to be developed over a multi-year period in one or more development phases, although unit numbers, land use types and phasing may change throughout the development period. Assessment Area Two is anticipated to account for 205 of the aforementioned residential units. Table 1 in the *Appendix* illustrates the development plan within the District.

3.0 The CIP

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 The 2026-1 Project

The 2026-1 Project needed to serve Assessment Area Two within the District is projected to include, without limitation, storm sewer/ drainage, roadways, hardscape/ landscape/ irrigation, water, reclaim and wastewater utilities, undergrounding of conduit, along with contingency and professional fees, and is estimated to total approximately $8,504,773.14, a portion of which will be financed with the proceeds of the herein defined Series 2026-1 Bonds.

Even though the installation of the improvements that comprise the CIP is projected to occur in multiple stages coinciding with phases of development within the District, the infrastructure improvements that comprise the CIP – including the 2026-1 Project – will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of the improvements will serve the entire District and the improvements will be interrelated such that they will reinforce one another. As a practical matter, this means that master improvements that are part of the 2026-1 Project may be financed by the Series 2026-1 Bonds and/or a future series of bonds.

Table 2 in the *Appendix* illustrates the specific components of the 2026-1 Project.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District.

The District intends to issue its Sugarloaf Community Development District Capital Improvement Revenue Bonds, Series 2026-1 (Assessment Area Two) in the estimated principal amount of $4,475,000* (the "Series 2026-1 Bonds") to fund an estimated $3,900,537.50* in 2026-1 Project costs to be expended serving and supporting the development of the 205 residential units constituting Assessment Area Two, with the balance of the 2026-1 Project costs anticipated to be contributed by the Developer.

4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Series 2026-1 Bonds in the total estimated principal amount of $4,475,000* to finance a portion of the 2026-1 Project costs in the total amount estimated at $3,900,537.50*, representing the amount of construction proceeds generated from the issuance of the Series 2026-1 Bonds (such financed portion being referred to as the “2026-1 Project Costs”).

The Series 2026-1 Bonds as projected under this financing plan are structured to be amortized in 30 annual installments with interest

* Preliminary, subject to change.

payments on the Series 2026-1 Bonds made every May 1 and November 1, and principal payments on the Bonds made either every May 1 or November 1.

In order to finance the 2026-1 Project Costs, the District will need to borrow more funds and incur indebtedness in the total amount estimated at $4,475,000*. The difference is comprised of funding a debt service reserve, paying capitalized interest and paying the costs of issuance, including the underwriter's discount. Preliminary sources and uses of funding for the Series 2026-1 Bonds along with financing assumptions are presented in Table 3 in the *Appendix*.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2026-1 Bonds provides the District with funds necessary to acquire a portion of the 2026-1 Project outlined in Section 3.2 and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to properties within Assessment Area Two within the District. Non-ad valorem special assessments will be levied on the assessable lands within Assessment Area Two and will secure the Series 2026-1 Bonds (herein the "Series 2026-1 Assessments"). The Series 2026-1 Assessments – which are supported by the special benefits from the 2026-1 Project – will be initially assigned to all lands within Assessment Area Two within the District. General benefits accrue to areas outside of Assessment Area Two but are only incidental in nature.

5.2 Benefit Allocation

Based upon the information provided by the Master Developer and the District Engineer, the District is anticipated to contain a total of 2,555 residential units, of which 205 are planned for Assessment Area Two. Unit numbers, land use types and phasing may change throughout the development period.

The public infrastructure included in the CIP – including the 2026-1 Project – will comprise an interrelated system of public infrastructure improvements, which means that all of the improvements will serve the entire District and such public improvements will be interrelated in such way that, once constructed, they will reinforce each other and

* Preliminary, subject to change.

their combined benefit will be greater than the sum of their individual benefits. As a practical matter, this means that public improvements that are part of the 2026-1 Project and not financed by the Series 2026-1 Bonds may be constructed by the Master Developer or funded by a future series of bonds.

As stated previously, the public infrastructure improvements included in the 2026-1 Project have a logical connection to the special and peculiar benefits received by landowners within Assessment Area Two, as without such improvements, the development of such properties within Assessment Area Two would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the assessable lands within Assessment Area Two, the District can assign or allocate a portion of the District's debt through the imposition of Series 2026-1 Assessments to the lands within Assessment Area Two receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the assessments related to the financed cost of constructing the 2026-1 Project.

In following the Master Report, this Second Supplemental Report proposes to allocate the benefit associated with the 2026-1 Project to the different unit types proposed to be developed within Assessment Area Two within the District in proportion to their density of development and intensity of use of infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the unit types contemplated to be developed within Assessment Area Two within the District based on the densities of development and the intensities of use of infrastructure, total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind the different ERU values is supported by the fact that generally and on average units with smaller lot sizes will use and benefit from the improvements which are part of the CIP less than units with larger lot sizes, as, for instance, generally and on average units with smaller lot sizes will produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than units with larger lot sizes. As the exact amount of the benefit is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by representatives of different unit types from the District's CIP.

Based on the ERU benefit allocation illustrated in Table 4, Table 5 in the *Appendix* presents the allocation of the amount of 2026-1 Project Costs allocated to the various unit types proposed to be developed within the District based on the ERU benefit allocation factors presented in Table 4. Further, Table 5 illustrates the approximate costs of the 2026-1 Project that are projected to be financed with the Series 2026-1 Bonds, and the approximate costs of the portion of the 2026-1 Project to be contributed by the Developer, as the case may be. With the Series 2026-1 Bonds funding approximately $3,900,537.50* in costs of the 2026-1 Project, the Developer is anticipated to fund the remaining costs of the 2026-1 Project valued at an estimated cost of $4,604,235.64* which will not be funded with proceeds of the Series 2026-1 Bonds.

Finally, Table 6 in the *Appendix* presents the apportionment of the Series 2026-1 Assessments and also presents the annual levels of the projected Series 2026-1 Assessments per unit.

Amenities - No Series 2026-1 Assessments are planned to be allocated herein to any platted amenities or other platted common areas planned for the Development. If owned by a homeowner's association and designated on the applicable plat as a common element for the exclusive benefit of the property owners, the property would not be subject to Series 2026-1 Assessments. If the amenities are owned by the District, then they would be governmental property not subject to the Series 2026-1 Assessments and would be open to the general public, subject to District rules and policies.

Governmental Property - If at any time, any portion of the property contained in the District is proposed to be sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Series 2026-1 Assessments thereon), or similarly exempt entity, all future unpaid Series 2026-1 Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

5.3 Assigning Series 2026-1 Assessments

As the land within Assessment Area Two within the District is not yet platted for its intended final use and the precise location of the various product types by lot or parcel is unknown, the Series 2026-1 Assessments will initially be levied on all of the land within Assessment Area Two within the District on an equal pro-rata gross acre basis and thus the total bonded debt attributable to the District in the amount of $4,475,000* will be preliminarily levied on

* Preliminary, subject to change.

approximately 54.717 +/- acres at a rate of $81,784.45* per gross acre representing the total acreage of Assessment Area Two.
When the land is platted within Assessment Area Two, the Series 2026-1 Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 6 in the *Appendix*. Such allocation of Series 2026-1 Assessments from unplatted gross acres to platted parcels will reduce the amounts of Series 2026-1 Assessments levied on unplatted gross acres within Assessment Area Two.

In the event unplatted land within Assessment Area Two is sold to a third party (the "Transferred Property"), the Series 2026-1 Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of ERUs assigned by the Developer to that Transferred Property, subject to review by the District's methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Second Supplemental Report. The owner of the Transferred Property will be responsible for the total Series 2026-1 Assessments applicable to the Transferred Property, regardless of the total number of ERUs ultimately actually platted. These total Series 2026-1 Assessments are allocated to the Transferred Property at the time of the sale.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to assessable properties within the District. The 2026-1 Project benefits assessable properties within Assessment Area Two and accrues to all such assessable properties on an ERU basis.

The public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

a. added use of the property;
b. added enjoyment of the property;
c. decreased insurance premiums;
d. increased marketability and value of the property.

The improvements which are part of the 2026-1 Project make the land in Assessment Area Two developable and saleable and when

* Preliminary, subject to change.

implemented jointly as parts of the 2026-1 Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*. The apportionment of the Series 2026-1 Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within Assessment Area Two according to reasonable estimates of the special and peculiar benefits derived from the 2026-1 Project by different unit types.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned ERUs as set forth in Table 4 in the *Appendix* ("Development Plan"). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Plat within the District results in the same amount of ERUs (and thus Series 2026-1 Assessments) able to be imposed on the "Remaining Unplatted Developable Lands" within Assessment Area Two (i.e., those remaining unplatted developable lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Series 2026-1 Assessments to the product types being platted and the remaining property in accordance with this Second Supplemental Report, and cause the Series 2026-1 Assessments to be recorded in the District's Improvement Lien Book.

b. If a Proposed Plat within Assessment Area Two has more than the anticipated ERUs (and Series 2026-1 Assessments) such that the Remaining Unplatted Developable Lands would be assigned

fewer ERUs (and Series 2026-1 Assessments) than originally contemplated in the Development Plan, then the District may undertake a pro rata reduction of Series 2026-1 Assessments for all assessed properties within Assessment Area Two within the District, may allocate additional ERUs/ densities for a future bond financing, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat within Assessment Area Two has fewer than the anticipated ERUs (and Series 2026-1 Assessments) such that the Remaining Unplatted Developable Lands would have to be assigned more ERUs (and Series 2026-1 Assessments) in order to fully assign all of the ERUs originally contemplated in the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Series 2026-1 Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Series 2026-1 Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District's methodology consultant, in consultation with the District Engineer and District Counsel, shall determine in their sole discretion what amount of ERUs (and thus Series 2026-1 Assessments) are able to be imposed on the Remaining Unplatted Developable Lands within the District, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned within Assessment Area Two, b) the revised, overall development plan showing the number and type of units reasonably planned within Assessment Area Two, c) proof of the amount of entitlements for the Remaining Unplatted Developable Lands within Assessment Area Two, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Series 2026-1 Assessments to pay debt service on the Series 2026-1 Bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat within Assessment Area Two, shall be in addition to the regular assessment

installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the Series 2026-1 Bonds to the Quarterly Redemption Date (as defined in the supplemental trust indenture relating to the Series 2026-1 Bonds) that occurs at least forty-five (45) days after the True-Up Payment (or the second succeeding Quarterly Redemption Date if such True-Up Payment is made within forty-five (45) calendar days before a Quarterly Redemption Date).

All Series 2026-1 Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property within Assessment Area Two for which True-Up Payments are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres within Assessment Area Two, any unallocated Series 2026-1 Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

5.7 Assessment Roll

Series 2026-1 Assessments in the estimated amount of $4,475,000*, plus interest and collection costs, are proposed to be levied over the area described in Exhibit "A". The Series 2026-1 Assessments shall be paid in thirty (30) annual principal installments.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt & Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's 2026-1 Project. Certain financing, development and engineering data was provided by members of District Staff, the Master Developer and/or the Developer. The allocation methodology described herein was based on information

* Preliminary, subject to change

provided by those professionals. Wrathell, Hunt & Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Second Supplemental Report. For additional information on the Series 2026-1 Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt & Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt & Associates, LLC registered to provide such services as described in Section 15B of the Securities Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt & Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Sugarloaf
Community Development District

Development Plan - Assessment Area Two

Product Type	Total Number of Units
Single Family 45'	102
Single Family 55'	79
Single Family 65'	24
Total	**205**

Table 2

Sugarloaf
Community Development District

Project Costs - 2026 Project

Improvement	2026-1 Project Costs	2026-2 Project Costs	Total 2026 Project Costs
Storm Sewer/ Drainage	$1,843,825.55	$1,559,268.57	$3,403,094.12
Roadways	$1,224,154.41	$1,704,889.06	$2,929,043.47
Hardscape/ Landscape/ Irrigation	$407,500.00	$267,000.00	$674,500.00
Water, Reclaim and Wastewater Utilities	$2,729,285.86	$2,652,593.44	$5,381,879.30
Undergrounding of Conduit	$518,375.00	$422,750.00	$941,125.00
Professional Fees (10%)	$672,314.08	$660,650.11	$1,332,964.19
Subtotal	*$7,395,454.90*	*$7,267,151.18*	*$14,662,606.08*
Contingency (15%)	$1,109,318.24	$1,090,072.68	$2,199,390.91
Total	**$8,504,773.14**	**$8,357,223.85**	**$16,861,996.99**

Table 3

Sugarloaf
Community Development District

Preliminary Sources and Uses of Funds

	Series 2026-1
Sources	
Bond Proceeds:	
Par Amount	$4,475,000.00
Total Sources	**$4,475,000.00**
Uses	
Project Fund Deposits:	
Project Fund	$3,900,537.50
Other Fund Deposits:	
Debt Service Reserve Fund	$157,425.00
Capitalized Interest Fund	$127,537.50
Delivery Date Expenses:	
Costs of Issuance	$289,500.00
Total Uses	**$4,475,000.00**

Financing Assumptions

Coupon Rate: 5.70%
Capitalized Interest Period: 6 months
Term: 30 Years
Underwriter's Discount: 2%
Cost of Issuance: $200,000

Table 4

Sugarloaf

Community Development District

Benefit Allocation - 2026-1 Project

Product Type	Total Number of Units	ERU Weight	Total ERU
Single Family 45'	102	0.90	91.80
Single Family 55'	79	1.10	86.90
Single Family 65'	24	1.30	31.20
Total	**205**		**209.90**

Table 5

Sugarloaf

Community Development District

Cost Allocation - 2026-1 Project

Product Type	Infrastructure Allocation Based on ERU Method	Infrastructure Financed with Series 2026-1 Bonds	Infrastructure Funded with Proceeds of Future Bonds and/or Contributed by the Developer*
Single Family 45'	$3,719,572.05	$1,705,904.44	$2,013,667.61
Single Family 55'	$3,521,032.80	$1,614,848.54	$1,906,184.26
Single Family 65'	$1,264,168.28	$579,784.52	$684,383.76
Total	**$8,504,773.14**	**$3,900,537.50**	**$4,604,235.64**

* Can be funded with proceeds of future bonds

Table 6

Sugarloaf

Community Development District

Series 2026-1 Assessment Apportionment

Product Type	Total Number of Units	Total Cost Allocation*	Series 2026-1 Assessment Apportionment	Series 2026-1 Assessment Apportionment per Unit	Annual Series 2026-1 Assessment Debt Service per Unit**
Single Family 45'	102	$3,719,572.05	$1,957,146.26	$19,187.71	$1,451.61
Single Family 55'	79	$3,521,032.80	$1,852,679.85	$23,451.64	$1,774.19
Single Family 65'	24	$1,264,168.28	$665,173.89	$27,715.58	$2,096.77
Total	**205**	**$8,504,773.14**	**$4,475,000.00**		

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

** Includes costs of collection estimated at 3% (subject to change) and an early payment discount at 4% (subject to change)

Exhibit "A"

Series 2026-1 Assessments in the estimated amount of $4,475,000* are proposed to be levied over the area as described below:

* Preliminary, subject to change.

DESCRIPTION: WHISPERING WINDS

A PORTION OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT L, SUGARLOAF MOUNTAIN UNIT 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 76 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 73°31'14" EAST, A DISTANCE OF 1,384.39 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 455 AS DESCRIBED IN STATUTORY QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3305, PAGE 1637, OF SAID PUBLIC RECORDS; THENCE DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 28°37'11" EAST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 16°22'49" WEST, A DISTANCE OF 876.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,097.00 FEET, A CENTRAL ANGLE OF 49°18'38", A CHORD BEARING OF SOUTH 41°02'08" WEST AND A CHORD DISTANCE OF 915.24 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 944.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 65°41'26" WEST, A DISTANCE OF 691.14 FEET TO A POINT OF CUSP OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 20°41'26" EAST AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 39.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 24°18'34" WEST, A DISTANCE OF 388.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 18°04'43", A CHORD BEARING OF NORTH 33°20'55" WEST AND A CHORD DISTANCE OF 48.70 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 48.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 42°23'16" WEST, A DISTANCE OF 195.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 07°19'31", A CHORD BEARING OF NORTH 38°43'31" WEST AND A CHORD DISTANCE OF 44.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 44.11 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°03'46" WEST, A DISTANCE OF 68.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 02°03'21", A CHORD BEARING OF NORTH 36°05'27" WEST AND A CHORD DISTANCE OF 12.74 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SUGARLOAF MOUNTAIN UNIT 2B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 54 THROUGH 56, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 54°56'14" EAST ALONG A NON-TANGENT LINE AND SAID EASTERLY BOUNDARY, A DISTANCE OF 20.01 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B, SAID POINT LYING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 01°56'47", A CHORD BEARING OF SOUTH 36°02'09" EAST AND A CHORD DISTANCE OF 12.74 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY BOUNDARY AND CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT OF TANGENCY; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B THE FOLLOWING FOURTEEN (14) COURSES, RUN SOUTH 35°03'46" EAST, A DISTANCE OF 66.74 FEET; THENCE NORTH 54°56'14" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 35°03'46" WEST, A DISTANCE OF 66.74 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 02°42'03", A CHORD BEARING OF NORTH 36°24'47" WEST AND A CHORD DISTANCE OF 20.03 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 20.03 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 78°01'02", A CHORD BEARING OF NORTH 01°14'42" EAST AND A CHORD DISTANCE OF 31.47 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 34.04 FEET TO A POINT OF TANGENCY; THENCE NORTH 40°15'13" EAST, A DISTANCE OF 182.83 FEET; THENCE SOUTH 75°59'24" EAST, A DISTANCE OF 207.29 FEET; THENCE NORTH 13°59'16" EAST, A DISTANCE OF 266.52 FEET; THENCE NORTH 04°32'02" EAST, A DISTANCE OF 80.00 FEET; THENCE NORTH 04°01'51" EAST, A DISTANCE OF 460.00 FEET; THENCE NORTH 02°04'58" EAST, A DISTANCE OF 110.27 FEET; THENCE NORTH 04°10'26" WEST, A DISTANCE OF 184.73 FEET; THENCE NORTH 09°14'28" WEST, A DISTANCE OF 158.76 FEET; THENCE NORTH 16°28'46" EAST, A DISTANCE OF 192.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 54.717 ACRES (2,383,453 SQUARE FEET), MORE OR LESS.

SUGARLOAF
COMMUNITY DEVELOPMENT DISTRICT

Preliminary Third Supplemental Special Assessment Methodology Report

(Assessment Area Three)

May 29, 2026

Provided by:

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Table of Contents

1.0 Introduction
1.1 Purpose 1
1.2 Scope of the Third Supplemental Report..... 1
1.3 Special Benefits and General Benefits 1
1.4 Organization of the Third Supplemental Report 2

2.0 Development Program
2.1 Overview 3
2.2 The Development Program 3

3.0 The CIP
3.1 Overview 3
3.2 The Assessment Area Three Project 4

4.0 Financing Program
4.1 Overview 4
4.2 Types of Bonds Proposed 5

5.0 Assessment Methodology
5.1 Overview 5
5.2 Benefit Allocation 6
5.3 Assigning Series 2026-2 Assessments 8
5.4 Lienability Test: Special and Peculiar Benefit to the Property 8
5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay 9
5.6 True-Up Mechanism 9
5.7 Assessment Roll 11

6.0 Additional Stipulations
6.1 Overview 11

7.0 Appendix
Table 1 13
Table 2 13
Table 3 13
Table 4 14
Table 5 14
Table 6 14

1.0 Introduction

1.1 Purpose

This Preliminary Third Supplemental Special Assessment Methodology Report (the "Third Supplemental Report") was developed to supplement the Master Special Assessment Methodology Report (the "Master Report") dated July 22, 2024 and to provide a financing plan and a supplemental special assessment methodology (consistent with the methodology set forth in the Master Report) for a portion of the Sugarloaf Community Development District (the “District”) located entirely within the City of Minneola, Lake County, Florida. This Third Supplemental Report was developed in relation to funding by the District of a portion of the costs of public infrastructure improvements (the “Capital Improvement Plan” or “CIP”) contemplated to be provided by the District to support the development of 178 residential units projected to be developed within a designated assessment area within the District (“Assessment Area Three”).

1.2 Scope of the Third Supplemental Report

This Third Supplemental Report presents the projections for financing a portion of the District's Capital Improvement Plan relating to ‘Tri-Pointe Homes Project Area 2026-2 Project (Pine Ridge)’ as described in the Supplemental Engineer’s Report for Assessment Area Two and Assessment Area Three prepared by Pape-Dawson Consulting Engineers, LLC (formerly Poulos & Bennett, LLC) (the “District Engineer”) dated May 2026 (the “Engineer’s Report”), and this Third Supplemental Report also describes the method for the allocation of special benefits and the apportionment of special assessment debt within Assessment Area Three resulting from the provision and funding of the above described portion of the CIP (such portion is herein referred to as the “Assessment Area Three Project”).

1.3 Special Benefits and General Benefits

Public infrastructure improvements undertaken and funded by the District as part of the Assessment Area Three Project create special benefits for properties within Assessment Area Three of the District and general benefits for properties outside of Assessment Area Three and to the public at large. However, as discussed within this Third Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within Assessment Area Three within the District. The portion of the District’s CIP relating to

Assessment Area Three enables properties within Assessment Area Three to be developed.

There is no doubt that the general public and owners of property outside of Assessment Area Three will benefit from the provision of the Assessment Area Three Project. However, these benefits are only incidental since the Assessment Area Three Project is designed solely to provide special benefits peculiar to property within Assessment Area Three within the District. Properties outside of Assessment Area Three are not directly served by the Assessment Area Three Project and do not depend upon the Assessment Area Three Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which landowners within Assessment Area Three within the District receive compared to those lying outside of Assessment Area Three.

The Assessment Area Three Project will provide public infrastructure improvements which are all necessary in order to make the lands within Assessment Area Three within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within Assessment Area Three within the District to increase by more than the sum of the financed cost of the individual components of the Assessment Area Three Project. Even though the exact value of the benefits provided by the Assessment Area Three Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Third Supplemental Report

Section Two describes the development program for Assessment Area Three as proposed by the Developer, as defined below.

Section Three provides a summary of the Assessment Area Three Project as determined by the District Engineer.

Section Four discusses the supplemental financing program for Assessment Area Three in the District.

Section Five discusses the special assessment methodology for Assessment Area Three in the District.

2.0 Development Program

2.1 Overview

The District will serve the Sugarloaf development, a master planned residential development located entirely within the City of Minneola, Lake County, Florida (the "Development"). The land within the District consists of approximately 1,016.756 +/- acres, while an anticipated expansion area and a future parcel would add an additional 241.237 +/- acres for a total of 1,257.993 +/- acres and is generally located northeast of the Florida Turnpike, north of CR 561 extending to the north side of CR 455. Of the aforementioned acreage, Assessment Area Three accounts for approximately 54.21 +/- acres.

2.2 The Development Program

The development of Sugarloaf is anticipated to be conducted by Richland Developers – Florida, Inc., or an affiliated entity (the "Master Developer"). The development of Assessment Area Three within the District is anticipated to be conducted by Tri Pointe Homes Holdings, Inc. or an affiliated entity (the "Developer"). Based upon the latest information provided by the Master Developer and the District Engineer, the current development plan for the District envisions a total of 2,555 residential units to be developed over a multi-year period in one or more development phases, although unit numbers, land use types and phasing may change throughout the development period. Assessment Area Three is anticipated to account for 178 of the aforementioned residential units. Table 1 in the *Appendix* illustrates the Development Plan (hereinafter defined) within Assessment Area Three of the District.

3.0 The CIP

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 The Assessment Area Three Project

The Assessment Area Three Project is the portion of the District's CIP described in the Engineer's Report that is needed to serve Assessment Area Three within the District and is projected to include, without limitation, storm sewer/ drainage, roadways, hardscape/ landscape/ irrigation, water, reclaim and wastewater utilities, and undergrounding of conduit, along with contingency and professional fees, and is estimated to total approximately $8,357,223.85, a portion of which will be financed with the proceeds of the herein defined Series 2026-2 Bonds.

Even though the installation of the improvements that comprise the CIP is projected to occur in multiple stages coinciding with phases of development within the District, the infrastructure improvements that comprise the CIP – including the Assessment Area Three Project – will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of the improvements will serve the entire District and the improvements will be interrelated such that they will reinforce one another. As a practical matter, this means that master improvements that are part of the Assessment Area Three Project may be financed by the Series 2026-2 Bonds and/or a future series of bonds.

Table 2 in the *Appendix* illustrates the specific components of the Assessment Area Three Project.

4.0 Financing Program

4.1 Overview

As noted above, the District has embarked on a program of capital improvements which will facilitate the development of lands within the District.

The District intends to issue its Sugarloaf Community Development District Capital Improvement Revenue Bonds, Series 2026-2 (Assessment Area Three) in the estimated principal amount of $4,160,000* (the "Series 2026-2 Bonds") to fund an estimated $3,611,990.00* in Assessment Area Three Project costs to be expended serving and supporting the development of the 178 residential units planned for Assessment Area Three, with the balance of the Assessment Area Three Project costs anticipated to be contributed by the Developer.

* Preliminary, subject to change.

4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Series 2026-2 Bonds in the total estimated principal amount of $4,160,000* to finance a portion of the Assessment Area Three Project costs in the total amount estimated at $3,611,990.00*, representing the amount of construction proceeds generated from the issuance of the Series 2026-2 Bonds (such financed portion being referred to as the "Assessment Area Three Project Costs"). The Series 2026-2 Bonds as projected under this financing plan are structured to be amortized in 30 annual principal installments of Series 2026-2 Assessments (hereinafter defined) with interest payments on the Series 2026-2 Bonds made every May 1 and November 1, and principal payments on the Bonds made either every May 1 or November 1.

In order to finance the Assessment Area Three Project Costs, the District will need to borrow more funds and incur indebtedness in the total amount estimated at $4,160,000*. The difference is comprised of funding a debt service reserve, paying capitalized interest, and paying the costs of issuance, including the underwriter's discount. Preliminary sources and uses of funding for the Series 2026-2 Bonds along with financing assumptions are presented in Table 3 in the *Appendix*.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2026-2 Bonds provides the District with funds necessary to acquire a portion of the Assessment Area Three Project outlined in Section 3.2 and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to properties within Assessment Area Three within the District. Non-ad valorem special assessments will be levied on the assessable lands within Assessment Area Three, the revenues from the collection of which will secure the Series 2026-2 Bonds (herein the "Series 2026-2 Assessments"). The Series 2026-2 Assessments – which are supported by the special benefits from the Assessment Area Three Project – will be assigned to all platted lots within Assessment Area Three within the District. General benefits accrue to areas outside of Assessment Area Three but are only incidental in nature.

* Preliminary, subject to change.

5.2 Benefit Allocation

Based upon the information provided by the Master Developer and the District Engineer, the District is anticipated to contain a total of 2,555 residential units, and based upon information provided by the Developer and the District Engineer, 178 of these residential units are planned for Assessment Area Three. Unit numbers, land use types and phasing may change throughout the development period.

The public infrastructure included in the CIP – including the Assessment Area Three Project – will comprise an interrelated system of public infrastructure improvements, which means that all of the improvements will serve the entire District and such public improvements will be interrelated in such way that, once constructed, they will reinforce each other and their combined benefit will be greater than the sum of their individual benefits. As a practical matter, this means that public improvements that are part of the Assessment Area Three Project and not financed by the Series 2026-2 Bonds may be constructed by the Master Developer or the Developer and/or funded by a future series of bonds.

As stated previously, the public infrastructure improvements included in the Assessment Area Three Project have a logical connection to the special and peculiar benefits received by landowners within Assessment Area Three, as without such improvements, the development of such properties within Assessment Area Three would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the assessable lands within Assessment Area Three, the District can assign or allocate a portion of the District's debt through the imposition of Series 2026-2 Assessments to the lands within Assessment Area Three within the District receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the assessments related to the financed cost of constructing the Assessment Area Three Project.

In following the Master Report, this Third Supplemental Report proposes to allocate the benefit associated with the Assessment Area Three Project to the different unit types proposed to be developed within Assessment Area Three of the District in proportion to their density of development and intensity of use of infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the unit types contemplated to be

developed within Assessment Area Three within the District based on the densities of development and the intensities of use of infrastructure, total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind the different ERU values is supported by the fact that generally and on average units with smaller lot sizes will use and benefit from the improvements which are part of the CIP less than units with larger lot sizes, as, for instance, generally and on average units with smaller lot sizes will produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than units with larger lot sizes. As the exact amount of the benefit is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by representatives of different unit types from the District's CIP related to Assessment Area Three.

Based on the ERU benefit allocation illustrated in Table 4, Table 5 in the *Appendix* presents the allocation of the amount of Assessment Area Three Project Costs allocated to the various unit types proposed to be developed within Assessment Area Three of the District based on the ERU benefit allocation factors presented in Table 4. Further, Table 5 illustrates the approximate costs of the Assessment Area Three Project that are projected to be financed with the Series 2026-2 Bonds, and the approximate costs of the portion of the Assessment Area Three Project to be contributed by the Developer, as the case may be. With the Series 2026-2 Bonds funding approximately $3,611,990.00* in costs of the Assessment Area Three Project, the Developer is anticipated to fund the remaining costs of the Assessment Area Three Project valued at an estimated cost of $4,745,233.85* which will not be funded with proceeds of the Series 2026-2 Bonds.

Finally, Table 6 in the *Appendix* presents the apportionment of the Series 2026-2 Assessments and also presents the annual levels of the projected Series 2026-2 Assessments per unit.

Amenities - No Series 2026-2 Assessments are planned to be allocated herein to any platted amenities or other platted common areas planned for the Development in Assessment Area Three. If owned by a homeowner's association and designated on the applicable plat as a common element for the exclusive benefit of the property owners, the property would not be subject to Series 2026-2 Assessments. If the amenities are owned by the District, then they would be governmental property not subject to the Series 2026-2

* Preliminary, subject to change.

Assessments and would be open to the general public, subject to District rules and policies.

Governmental Property - If at any time, any portion of the property contained in Assessment Area Three of the District is proposed to be sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Series 2026-2 Assessments thereon), or similarly exempt entity, all future unpaid Series 2026-2 Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

5.3 Assigning Series 2026-2 Assessments

The land in Assessment Area Three of the District is fully platted for its intended final use and consequently, the Series 2026-2 Assessments will be allocated to each platted parcel as reflected in Table 6 in the *Appendix*. Consequently, the 178 single-family units that comprise Assessment Area Three will cumulatively be allocated a sum of 4,160,000* in Series 2026-2 Assessments.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to assessable properties within the District. The Assessment Area Three Project benefits assessable properties within Assessment Area Three and accrues to all such assessable properties on an ERU basis.

The public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

a. added use of the property;
b. added enjoyment of the property;
c. decreased insurance premiums;
d. increased marketability and value of the property.

The improvements which are part of the Assessment Area Three Project make the land in Assessment Area Three developable and saleable and when implemented jointly as parts of the Assessment Area Three Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but

* Preliminary, subject to change.

not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*. The apportionment of the Series 2026-2 Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within Assessment Area Three according to reasonable estimates of the special and peculiar benefits derived from the Assessment Area Three Project by different unit types.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned ERUs in Assessment Area Three as set forth in Table 4 in the *Appendix* ("Development Plan"). At such time as lands are to be re-platted or site plans are to be re-approved, the re-plat or re-approved site plan (either, herein, "Proposed Re-plat") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Re-plat within Assessment Area Three in the District results in the same amount of ERUs (and thus Series 2026-2 Assessments) able to be imposed on the "Remaining Unplatted Developable Lands" within Assessment Area Three (i.e., those remaining unplatted developable lands after the Proposed Re-plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Series 2026-2 Assessments to the product types being platted and the remaining property in accordance with this Third Supplemental Report, and cause the Series 2026-2 Assessments to be recorded in the District's Improvement Lien Book.

b. If a Proposed Re-plat within Assessment Area Three has more than the anticipated ERUs (and Series 2026-2 Assessments) such that the Remaining Unplatted Developable Lands would be assigned fewer ERUs (and Series 2026-2 Assessments) than originally contemplated in the Development Plan, then the District may undertake a pro rata reduction of Series 2026-2 Assessments

for all assessed properties within Assessment Area Three within the District, may allocate additional ERUs/ densities for a future bond financing, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Re-plat within Assessment Area Three has fewer than the anticipated ERUs (and Series 2026-2 Assessments) such that the Remaining Unplatted Developable Lands would have to be assigned more ERUs (and Series 2026-2 Assessments) in order to fully assign all of the ERUs originally contemplated in the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Re-plat to pay a "True-Up Payment" equal to the difference between: (i) the Series 2026-2 Assessments originally contemplated to be imposed on the lands subject to the Proposed Re-plat, and (ii) the Series 2026-2 Assessments able to be imposed on the lands subject to the Proposed Re-plat, after the Proposed Re-plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District's methodology consultant, in consultation with the District Engineer and District Counsel, shall determine in their sole discretion what amount of ERUs (and thus Series 2026-2 Assessments) are able to be imposed on the Remaining Unplatted Developable Lands within the District, taking into account a Proposed Re-plat, by reviewing: a) the original, overall Development Plan showing the number and type of units reasonably planned within Assessment Area Three, b) the revised, overall development plan showing the number and type of units reasonably planned within Assessment Area Three, c) proof of the amount of entitlements for the Remaining Unplatted Developable Lands within Assessment Area Three, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Series 2026-2 Assessments to pay debt service on the Series 2026-2 Bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Re-plat within Assessment Area Three, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Re-

plat property until paid. A True-Up Payment shall include accrued interest on the Series 2026-2 Bonds to the Quarterly Redemption Date (as defined in the supplemental trust indenture relating to the Series 2026-2 Bonds) that occurs at least forty-five (45) days after the True-Up Payment (or the second succeeding Quarterly Redemption Date if such True-Up Payment is made within forty-five (45) calendar days before a Quarterly Redemption Date).

All Series 2026-2 Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property within Assessment Area Three for which True-Up Payments are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres within Assessment Area Three, any unallocated Series 2026-2 Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

5.7 Assessment Roll

Series 2026-2 Assessments in the estimated amount of $4,160,000*, plus interest and collection costs, are proposed to be levied over the area described in Exhibit "A". The Series 2026-2 Assessments shall be paid in thirty (30) annual principal installments.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt & Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's Assessment Area Three Project. Certain financing, development and engineering data was provided by members of District Staff, the Master Developer and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt & Associates, LLC makes no representations regarding said

* Preliminary, subject to change

information transactions beyond restatement of the factual information necessary for compilation of this Third Supplemental Report. For additional information on the Series 2026-2 Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt & Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt & Associates, LLC registered to provide such services as described in Section 15B of the Securities Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt & Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Sugarloaf
Community Development District

Development Plan - Assessment Area Three

Product Type	Total Number of Units
Single Family 45'	47
Single Family 55'	88
Single Family 65'	43
Total	**178**

Table 2

Sugarloaf
Community Development District

Project Costs - 2026 Project

Improvement	AA2 Project Costs	AA3 Project Costs	Total 2026 Project Costs
Storm Sewer/ Drainage	$1,843,825.55	$1,559,268.57	$3,403,094.12
Roadways	$1,224,154.41	$1,704,889.06	$2,929,043.47
Hardscape/ Landscape/ Irrigation	$407,500.00	$267,000.00	$674,500.00
Water, Reclaim and Wastewater Utilities	$2,729,285.86	$2,652,593.44	$5,381,879.30
Undergrounding of Conduit	$518,375.00	$422,750.00	$941,125.00
Professional Fees (10%)	$672,314.08	$660,650.11	$1,332,964.19
Subtotal	*$7,395,454.90*	*$7,267,151.18*	*$14,662,606.08*
Contingency (15%)	$1,109,318.24	$1,090,072.68	$2,199,390.91
Total	**$8,504,773.14**	**$8,357,223.85**	**$16,861,996.99**

Table 3

Sugarloaf
Community Development District

Preliminary Sources and Uses of Funds

	Series 2026-2
Sources	
Bond Proceeds:	
Par Amount	$4,160,000.00
Total Sources	**$4,160,000.00**
Uses	
Project Fund Deposits:	
Project Fund	$3,611,990.00
Other Fund Deposits:	
Debt Service Reserve Fund	$146,250.00
Capitalized Interest Fund	$118,560.00
Delivery Date Expenses:	
Costs of Issuance	$283,200.00
Total Uses	**$4,160,000.00**

Financing Assumptions

Coupon Rate: 5.70%
Capitalized Interest Period: 6 months
Term: 30 Years
Underwriter's Discount: 2%
Cost of Issuance: $200,000

Table 4

Sugarloaf

Community Development District

Benefit Allocation - Assessment Area Three Project

Product Type	Total Number of Units	ERU Weight	Total ERU
Single Family 45'	47	0.90	42.30
Single Family 55'	88	1.10	96.80
Single Family 65'	43	1.30	55.90
Total	**178**		**195.00**

Table 5

Sugarloaf

Community Development District

Cost Allocation - Assessment Area Three Project

Product Type	Infrastructure Allocation Based on ERU Method	Infrastructure Financed with Series 2026-2 Bonds	Infrastructure Funded with Proceeds of Future Bonds and/or Contributed by the Developer*
Single Family 45'	$1,812,874.71	$783,523.98	$1,029,350.73
Single Family 55'	$4,148,611.64	$1,793,028.88	$2,355,582.75
Single Family 65'	$2,395,737.50	$1,035,437.13	$1,360,300.37
Total	**$8,357,223.85**	**$3,611,990.00**	**$4,745,233.85**

* Can be funded with proceeds of future bonds

Table 6

Sugarloaf

Community Development District

Series 2026-2 Assessment Apportionment

Product Type	Total Number of Units	Total Cost Allocation*	Series 2026-2 Assessment Apportionment	Series 2026-2 Assessment Apportionment per Unit	Annual Series 2026-2 Assessment Debt Service per Unit**
Single Family 45'	47	$1,812,874.71	$902,400.00	$19,200.00	$1,451.61
Single Family 55'	88	$4,148,611.64	$2,065,066.67	$23,466.67	$1,774.19
Single Family 65'	43	$2,395,737.50	$1,192,533.33	$27,733.33	$2,096.77
Total	**178**	**$8,357,223.85**	**$4,160,000.00**		

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

** Includes costs of collection estimated at 3% (subject to change) and an early payment discount at 4% (subject to change)

Exhibit "A"

Series 2026-2 Assessments in the estimated principal amount of $4,160,000* are proposed to be levied over the area as described below:

* Preliminary, subject to change.

Exhibit "A"

Lot #	Product Type	Assessment
1	Single Family 55'	$23,466.67
2	Single Family 45'	$19,200.00
3	Single Family 55'	$23,466.67
4	Single Family 65'	$27,733.33
5	Single Family 65'	$27,733.33
6	Single Family 65'	$27,733.33
7	Single Family 65'	$27,733.33
8	Single Family 65'	$27,733.33
9	Single Family 65'	$27,733.33
10	Single Family 65'	$27,733.33
11	Single Family 65'	$27,733.33
12	Single Family 65'	$27,733.33
13	Single Family 65'	$27,733.33
14	Single Family 65'	$27,733.33
15	Single Family 65'	$27,733.33
16	Single Family 65'	$27,733.33
17	Single Family 65'	$27,733.33
18	Single Family 65'	$27,733.33
19	Single Family 65'	$27,733.33
20	Single Family 65'	$27,733.33
21	Single Family 65'	$27,733.33
22	Single Family 65'	$27,733.33
23	Single Family 65'	$27,733.33
24	Single Family 55'	$23,466.67
25	Single Family 55'	$23,466.67
26	Single Family 55'	$23,466.67
27	Single Family 55'	$23,466.67
28	Single Family 55'	$23,466.67
29	Single Family 55'	$23,466.67
30	Single Family 55'	$23,466.67
31	Single Family 55'	$23,466.67
32	Single Family 55'	$23,466.67
33	Single Family 55'	$23,466.67
34	Single Family 45'	$19,200.00
35	Single Family 45'	$19,200.00
36	Single Family 45'	$19,200.00
37	Single Family 45'	$19,200.00
38	Single Family 45'	$19,200.00
39	Single Family 55'	$23,466.67
40	Single Family 55'	$23,466.67
41	Single Family 45'	$19,200.00
42	Single Family 45'	$19,200.00
43	Single Family 45'	$19,200.00
44	Single Family 45'	$19,200.00
45	Single Family 45'	$19,200.00
46	Single Family 45'	$19,200.00

Exhibit "A"

47	Single Family 45'	$19,200.00
48	Single Family 55'	$23,466.67
49	Single Family 55'	$23,466.67
50	Single Family 55'	$23,466.67
51	Single Family 55'	$23,466.67
52	Single Family 55'	$23,466.67
53	Single Family 55'	$23,466.67
54	Single Family 55'	$23,466.67
55	Single Family 55'	$23,466.67
56	Single Family 55'	$23,466.67
57	Single Family 55'	$23,466.67
58	Single Family 55'	$23,466.67
59	Single Family 55'	$23,466.67
60	Single Family 55'	$23,466.67
61	Single Family 55'	$23,466.67
62	Single Family 55'	$23,466.67
63	Single Family 55'	$23,466.67
64	Single Family 55'	$23,466.67
65	Single Family 55'	$23,466.67
66	Single Family 55'	$23,466.67
67	Single Family 55'	$23,466.67
68	Single Family 55'	$23,466.67
69	Single Family 55'	$23,466.67
70	Single Family 55'	$23,466.67
71	Single Family 55'	$23,466.67
72	Single Family 55'	$23,466.67
73	Single Family 55'	$23,466.67
74	Single Family 55'	$23,466.67
75	Single Family 55'	$23,466.67
76	Single Family 55'	$23,466.67
77	Single Family 55'	$23,466.67
78	Single Family 55'	$23,466.67
79	Single Family 55'	$23,466.67
80	Single Family 55'	$23,466.67
81	Single Family 55'	$23,466.67
82	Single Family 55'	$23,466.67
83	Single Family 55'	$23,466.67
84	Single Family 55'	$23,466.67
85	Single Family 55'	$23,466.67
86	Single Family 55'	$23,466.67
87	Single Family 55'	$23,466.67
88	Single Family 55'	$23,466.67
89	Single Family 55'	$23,466.67
90	Single Family 55'	$23,466.67
91	Single Family 55'	$23,466.67
92	Single Family 55'	$23,466.67
93	Single Family 55'	$23,466.67

Exhibit "A"

94	Single Family 55'	$23,466.67
95	Single Family 55'	$23,466.67
96	Single Family 55'	$23,466.67
97	Single Family 55'	$23,466.67
98	Single Family 55'	$23,466.67
99	Single Family 55'	$23,466.67
100	Single Family 55'	$23,466.67
101	Single Family 65'	$27,733.33
102	Single Family 65'	$27,733.33
103	Single Family 65'	$27,733.33
104	Single Family 65'	$27,733.33
105	Single Family 65'	$27,733.33
106	Single Family 65'	$27,733.33
107	Single Family 65'	$27,733.33
108	Single Family 65'	$27,733.33
109	Single Family 65'	$27,733.33
110	Single Family 65'	$27,733.33
111	Single Family 65'	$27,733.33
112	Single Family 65'	$27,733.33
113	Single Family 65'	$27,733.33
114	Single Family 55'	$23,466.67
115	Single Family 55'	$23,466.67
116	Single Family 55'	$23,466.67
117	Single Family 55'	$23,466.67
118	Single Family 55'	$23,466.67
119	Single Family 55'	$23,466.67
120	Single Family 55'	$23,466.67
121	Single Family 65'	$27,733.33
122	Single Family 65'	$27,733.33
123	Single Family 65'	$27,733.33
124	Single Family 65'	$27,733.33
125	Single Family 65'	$27,733.33
126	Single Family 65'	$27,733.33
127	Single Family 65'	$27,733.33
128	Single Family 65'	$27,733.33
129	Single Family 65'	$27,733.33
130	Single Family 65'	$27,733.33
131	Single Family 55'	$23,466.67
132	Single Family 55'	$23,466.67
133	Single Family 55'	$23,466.67
134	Single Family 45'	$19,200.00
135	Single Family 45'	$19,200.00
136	Single Family 45'	$19,200.00
137	Single Family 45'	$19,200.00
138	Single Family 45'	$19,200.00
139	Single Family 45'	$19,200.00
140	Single Family 45'	$19,200.00

Exhibit "A"

141	Single Family 45'	$19,200.00
142	Single Family 45'	$19,200.00
143	Single Family 55'	$23,466.67
144	Single Family 55'	$23,466.67
145	Single Family 45'	$19,200.00
146	Single Family 45'	$19,200.00
147	Single Family 45'	$19,200.00
148	Single Family 45'	$19,200.00
149	Single Family 45'	$19,200.00
150	Single Family 45'	$19,200.00
151	Single Family 45'	$19,200.00
152	Single Family 45'	$19,200.00
153	Single Family 45'	$19,200.00
154	Single Family 55'	$23,466.67
155	Single Family 55'	$23,466.67
156	Single Family 45'	$19,200.00
157	Single Family 45'	$19,200.00
158	Single Family 45'	$19,200.00
159	Single Family 45'	$19,200.00
160	Single Family 55'	$23,466.67
161	Single Family 55'	$23,466.67
162	Single Family 45'	$19,200.00
163	Single Family 45'	$19,200.00
164	Single Family 45'	$19,200.00
165	Single Family 45'	$19,200.00
166	Single Family 55'	$23,466.67
167	Single Family 55'	$23,466.67
168	Single Family 45'	$19,200.00
169	Single Family 45'	$19,200.00
170	Single Family 45'	$19,200.00
171	Single Family 45'	$19,200.00
172	Single Family 55'	$23,466.67
173	Single Family 55'	$23,466.67
174	Single Family 45'	$19,200.00
175	Single Family 45'	$19,200.00
176	Single Family 45'	$19,200.00
177	Single Family 45'	$19,200.00
178	Single Family 55'	$23,466.67
TOTAL		**$4,160,000.00**

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APPENDIX E

PROPOSED FORMS OF CONTINUING DISCLOSURE AGREEMENTS

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CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated _____, 2026 is executed and delivered by the Sugarloaf Community Development District (the "Issuer" or the "District"), Stanley Martin Homes, LLC, a Delaware limited liability company ("Stanley Martin"), and Wrathell, Hunt & Associates, LLC, as dissemination agent (together with its successors and assigns, the "Dissemination Agent") in connection with the Issuer's Capital Improvement Revenue Bonds, Series 2026-1 (Assessment Area Two) (the "Bonds"). The Bonds are secured pursuant to a Master Trust Indenture dated as of January 1, 2026 (the "Master Indenture") and a Second Supplemental Trust Indenture dated as of September 1, 2026 (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 initially in Fort Lauderdale, Florida, as trustee (the "Trustee"). The Issuer, Stanley Martin 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, Stanley Martin and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Bonds and to assist the Participating Underwriter (as defined herein) of the Bonds in complying with the Rule (as defined herein). The Issuer and Stanley Martin have 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 Stanley Martin to provide additional information, the Issuer, and Stanley Martin, as applicable, each agrees 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 Two" shall have the meaning ascribed thereto in the Limited Offering Memorandum.

"Assessments" shall mean the non-ad valorem special assessments pledged to the payment of the 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.

"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 9 hereof. Wrathell, Hunt & Associates, LLC, has been designated as the initial Dissemination Agent hereunder.

"District Manager" shall mean Wrathell, Hunt & Associates, 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 the final Limited Offering Memorandum dated _____, 2026 relating to the 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 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, each of Stanley Martin, and its successors or assigns (excluding homebuyers who are end users), for so long as Stanley Martin or its successors or assigns (excluding homebuyers who are end users) is the owner or optionee (or is responsible for developing, as the case may be) of lands responsible for payment of at least 10% 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 May 1, 2027.

"Quarterly Report" shall mean any Quarterly Report provided by Stanley Martin and any other 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 adopted by the SEC 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 the 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 one hundred eighty (180) days after the close of the Issuer's Fiscal Year (the "Annual Filing Date"), commencing with the Annual Report for the Fiscal Year ending September 30, 2026, with the initial Annual Filing Date being March 29, 2027. 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 initial Audited Financial Statements Filing Date shall be June 30, 2027. The Issuer shall file unaudited financial statements if Audited Financial Statements are not ready by the Audited Financial Statements Filing Date, to be followed up with the Audited Financial Statements when available. 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 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 (15th) 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 (1st) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1st) 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 Issuer irrevocably directs the Dissemination Agent to 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 have 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 contain or incorporate by reference Annual Financial Information with respect to the Issuer, including the following:

(i) The amount of Assessments levied for the most recent prior Fiscal Year.

(ii) The amount of Assessments collected from the property owners during the most recent prior Fiscal Year.

(iii) If available, the amount of delinquencies 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 fiscal year, a list of delinquent property owners.

(iv) If available, the amount of tax certificates sold, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.

(v) All fund balances in all Funds and Accounts for the Bonds. In addition, the Issuer shall provide any Bondholder with this information no more frequently than annually within thirty (30) days of the written request of the Bondholder.

(vi) The total amount of Bonds Outstanding.

(vii) The amount of principal and interest to be paid on the Bonds in the current Fiscal Year.

(viii) The most recent Audited Financial Statements of the Issuer.

(ix) To the extent available, the certified tax roll for the current Fiscal Year (certified in the prior Fiscal Year) that contains the folio numbers, the Assessments to be levied in the then current Fiscal Year (both debt assessments and operation and maintenance assessments broken out separately), the assessed value associated with each folio, and the total assessed value for all of the land within Assessment Area Two.

(b) 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 more than 180 days 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 memoranda 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.

(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.

(d) Stanley Martin agrees to assist the Issuer and the Dissemination Agent in providing the information necessary to prepare the Annual Report and the applicable Quarterly Reports described below. If Stanley Martin transfers the lands within Assessment Area Two to an entity which will in turn own or have the option to acquire lands within Assessment Area Two, which lands are responsible for the payment of at least 10% of the Assessments, Stanley Martin agrees to assign and retain, if applicable, its respective obligations set forth herein to its successor in interest.

5. **Quarterly Reports.**

(a) Each Obligated Person (other than the Issuer), or a Transferor Obligated Person (as hereinafter defined) on behalf of any Transferee (as hereinafter defined) that fails to execute an Assignment (as hereinafter defined) as part of such Transfer (as hereinafter defined), shall provide an electronic copy of the Quarterly Report commencing with the calendar quarter ending March 31, 2027, 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 contain an update of the following information for each Obligated Person, to the extent available with respect to Assessment Area Two:

(i) The number and type of lots planned (cumulative).

Lot Ownership Information

(ii) The number of lots owned by the Obligated Person.

(iii) The number of lots under contract, if any, with a home builder and the name of such builder.

Lot Status Information

(iv) The number of lots developed.

(v) The number of lots platted.

Home Sales Status Information

(vi) The number of homes sold (but not closed) with homebuyers, during the quarter.

(vii) The number of homes sold (and closed) with homebuyers, during the quarter.

(viii) The number of homes sold (and closed) with homebuyers (cumulative).

(ix) Materially adverse changes to (a) builder contracts, if applicable, (b) the number of lots planned to be developed, (c) permits/approvals, or (d) the Obligated Person, including, but not limited to, changes in financial status, ownership and corporate structure.

(x) The occurrence of any new or modified mortgage debt on the land owned by the Obligated Person in Assessment Area Two, including the amount, interest rate and terms of repayment.

(c) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in the District (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 Stanley Martin from its 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.

(d) If the Dissemination Agent has not received a Quarterly Report from each Obligated Person that contains, at a minimum, the information in Section 5(b) of this Disclosure Agreement by 12:00 noon on the first (1st) Business Day following each Quarterly Filing Date, a Listed Event described in Section 6(a)(xvii) shall have occurred and the District and each Obligated Person hereby direct the Dissemination Agent to send a notice to the Repository in substantially the form attached as Exhibit A, with a copy to the District. The Dissemination Agent shall file such notice no later than thirty (30) days following the applicable Quarterly Filing Date.

6. **Reporting of Listed Events.**

(a) This Section 6 shall govern the giving of notices by the Issuer of the occurrence of any of the following Listed Events with respect to the Bonds:

(i) Principal and interest payment delinquencies.

(ii) Modifications to rights of Bond holders, if material.

(iii) Bond calls, if material, and tender offers.

(iv) Defeasances.

(v) Rating changes.*

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determination of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

(vii) Any unscheduled draw on the Debt Service Reserve Account established under the Indenture reflecting financial difficulties.

(viii) Any unscheduled draw on credit enhancements reflecting financial difficulties. *

(ix) The release, substitution or sale of property securing repayment of the Bonds, if material.

(x) The substitution of credit or liquidity providers or their failure to perform.*

(xi) Non-payment related defaults, if material.

*Not applicable to the Bonds.

(xii) Bankruptcy, insolvency, receivership or similar event of the Issuer or any other 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 other 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 other 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 authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or any other Obligated Person).

(xiii) The consummation of a merger, consolidation, or acquisition involving the Issuer or any other Obligated Person or the sale of all or substantially all of the assets of the Issuer or any other 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) The appointment of a successor or additional trustee or the change of name of the Trustee, if material.

(xv) The incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material.

(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the 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.

(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 Event described in Section 6(a)(xvii), 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 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 not later than the tenth (10th) Business Day after the occurrence of the Listed Event).

(c) The Issuer shall, within six (6) Business Days of obtaining actual knowledge of the occurrence of any of the Listed Events, except events listed in clauses (a) (ii), (ix), (xi), or (xiv), unless such Listed Events are determined by the Issuer to be material, notify the Dissemination Agent in writing of such event and direct the Dissemination Agent to report, within four (4) Business Days of receiving notice from the Issuer, the event pursuant to subsection (d).

(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 with respect to the Bonds upon the defeasance, prior redemption or payment in full of all of the Bonds.

8. **Prior Undertakings.** Stanley Martin hereby represents and warrants that to its knowledge they have provided on a timely basis all reporting information requested by the applicable dissemination agent with respect to prior continuing disclosure agreements entered into pursuant to the Rule.

9. **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 Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Dissemination Agent hereunder. The initial Dissemination Agent shall be Wrathell, Hunt & Associates, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Wrathell, Hunt & Associates, LLC. Wrathell, Hunt & Associates, 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.

Wrathell, Hunt & Associates, LLC does not represent the Issuer as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt & Associates, LLC, registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt & Associates, LLC, does not provide the Issuer with financial advisory services or offer investment advice in any form.

10. **Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the Issuer, Stanley Martin 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.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment and/or waiver in the next Annual Report and 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.

Notwithstanding the above provisions of this Section 10, no amendment to the provisions of Section 5(b) hereof may be made without the consent of each Obligated Person, if any.

11. **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.

12. **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 shall, 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, 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, the Disclosure Representative or Dissemination Agent 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.

13. **Duties of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement among the District, Stanley

Martin 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, Stanley Martin 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 and shall include the applicable CUSIP number(s) for the Bonds set forth in Exhibit A hereto, to which any such filing relates.

14. **Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Issuer, Stanley Martin, the Dissemination Agent, the Trustee, the Participating Underwriter and the Owners of the Bonds (the Participating Underwriter and Owners of the Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.

15. **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 Lake County Tax Collector and the Issuer's most recent adopted budget.

16. **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 Lake County, Florida.

17. **Counterparts.** This Disclosure Agreement may be executed in several counterparts and by PDF signature and all of which shall constitute but one and the same instrument.

18. **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 in the possession of or readily available to the Trustee that the Issuer has a right to request from the Trustee to make the required reporting under this Disclosure Agreement which the Dissemination Agent requests in writing.

19. **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 any entity comprising Stanley Martin 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.

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT, as Issuer

[SEAL]

By: _____
Chairperson, Board of Supervisors

ATTEST:

By: _____
Secretary

STANLEY MARTIN HOMES, LLC, as Stanley Martin

By: _____
Name: _____
Title: _____

WRATHELL, HUNT & ASSOCIATES, LLC, as Dissemination Agent

By: _____
Name: _____
Title: _____

CONSENTED TO AND AGREED TO BY:

DISTRICT MANAGER

WRATHELL, HUNT & ASSOCIATES, LLC, as District Manager

By: _____
Name: _____
Title: _____

Acknowledged and agreed to for purposes of Sections 12, 14 and 18 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:	Sugarloaf Community Development District
Name of Bond Issue:	$_____ original aggregate principal amount of Capital Improvement Revenue Bonds, Series 2026-1 (Assessment Area Two)
Obligated Person(s):	Sugarloaf Community Development District; Stanley Martin Homes, LLC
Original Date of Issuance:	_____, 2026
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 _____, 2026 by and among the Issuer, Stanley Martin 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

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated _____, 2026 is executed and delivered by the Sugarloaf Community Development District (the "Issuer" or the "District"), Tri Pointe Homes Holdings, Inc., a Delaware corporation ("Tri Pointe"), KL LB BUY 5 LLC, a Delaware limited liability company (the "Land Bank"), and Wrathell, Hunt & Associates, LLC, as dissemination agent (together with its successors and assigns, the "Dissemination Agent") in connection with the Issuer's Capital Improvement Revenue Bonds, Series 2026-2 (Assessment Area Three) (the "Bonds"). The Bonds are secured pursuant to a Master Trust Indenture dated as of January 1, 2026 (the "Master Indenture") and a Third Supplemental Trust Indenture dated as of September 1, 2026 (the "Third 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 initially in Fort Lauderdale, Florida, as trustee (the "Trustee"). The Issuer, Tri Pointe, the Land Bank 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, Tri Pointe, the Land Bank and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Bonds and to assist the Participating Underwriter (as defined herein) of the Bonds in complying with the Rule (as defined herein). The Issuer, Tri Pointe and the Land Bank have 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, Tri Pointe or the Land Bank to provide additional information, the Issuer, Tri Pointe and the Land Bank, as applicable, each agrees 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 Three" shall have the meaning ascribed thereto in the Limited Offering Memorandum.

"Assessments" shall mean the non-ad valorem special assessments pledged to the payment of the 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.

"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 9 hereof. Wrathell, Hunt & Associates, LLC, has been designated as the initial Dissemination Agent hereunder.

"District Manager" shall mean Wrathell, Hunt & Associates, 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 the final Limited Offering Memorandum dated _____, 2026 relating to the 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 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, each of Tri Pointe, and its successors or assigns (excluding homebuyers who are end users), for so long as Tri Pointe or its successors or assigns (excluding homebuyers who are end users) is the owner or optionee (or is responsible for developing, as the case may be) of lands responsible for payment of at least 10% of the Assessments, and the Land Bank, and its successors or assigns (excluding homebuyers who are end users), for so long as the Land Bank or its successors or assigns (excluding homebuyers who are end users) is the owner or optionee (or is responsible for developing, as the case may be) of lands responsible for payment of at least 10% 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 May 1, 2027.

"Quarterly Report" shall mean any Quarterly Report provided by Tri Pointe, the Land Bank and any other 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 adopted by the SEC 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 the 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 one hundred eighty (180) days after the close of the Issuer's Fiscal Year (the "Annual Filing Date"), commencing with the Annual Report for the Fiscal Year ending September 30, 2026, with the initial Annual Filing Date being March 29, 2027. 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 initial Audited Financial Statements Filing Date shall be June 30, 2027. The Issuer shall file unaudited financial statements if Audited Financial Statements are not ready by the Audited Financial Statements Filing Date, to be followed up with the Audited Financial Statements when available. 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 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 (15th) 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 (1st) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1st) 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 Issuer irrevocably directs the Dissemination Agent to 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 have 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 contain or incorporate by reference Annual Financial Information with respect to the Issuer, including the following:

(i) The amount of Assessments levied for the most recent prior Fiscal Year.

(ii) The amount of Assessments collected from the property owners during the most recent prior Fiscal Year.

(iii) If available, the amount of delinquencies 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 fiscal year, a list of delinquent property owners.

(iv) If available, the amount of tax certificates sold, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.

(v) All fund balances in all Funds and Accounts for the Bonds. In addition, the Issuer shall provide any Bondholder with this information no more frequently than annually within thirty (30) days of the written request of the Bondholder.

(vi) The total amount of Bonds Outstanding.

(vii) The amount of principal and interest to be paid on the Bonds in the current Fiscal Year.

(viii) The most recent Audited Financial Statements of the Issuer.

(ix) To the extent available, the certified tax roll for the current Fiscal Year (certified in the prior Fiscal Year) that contains the folio numbers, the Assessments to be levied in the then current Fiscal Year (both debt assessments and operation and maintenance assessments broken out separately), the assessed value associated with each folio, and the total assessed value for all of the land within Assessment Area Three.

(b) 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 more than 180 days 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 memoranda 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.

(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.

(d) Tri Pointe and the Land Bank agree to assist the Issuer and the Dissemination Agent in providing the information necessary to prepare the Annual Report and the applicable Quarterly Reports described below. If Tri Pointe or the Land Bank transfers the lands within Assessment Area Three to an entity which will in turn own or have the option to acquire lands within Assessment Area Three, which lands are responsible for the payment of at least 10% of the Assessments, Tri Pointe or the Land Bank, as applicable, agrees to assign and retain, if applicable, its respective obligations set forth herein to its successor in interest.

5. **Quarterly Reports.**

(a) Each Obligated Person (other than the Issuer), or a Transferor Obligated Person (as hereinafter defined) on behalf of any Transferee (as hereinafter defined) that fails to

execute an Assignment (as hereinafter defined) as part of such Transfer (as hereinafter defined), shall provide an electronic copy of the Quarterly Report commencing with the calendar quarter ending March 31, 2027, 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. Notwithstanding the foregoing or anything to the contrary herein, so long as the Construction Agreement and Option Agreement (as such terms are defined in the Limited Offering Memorandum) are in full force and effect and the Land Bank is an Obligated Person hereunder, Tri Pointe shall provide the information required by each Quarterly Report on behalf of the Land Bank and the Land Bank agrees to cooperate with Tri Pointe in providing such information, to the extent available, relating to the Land Bank, as Tri Pointe may request to be able to fulfill its obligations hereunder.

(b) Each Quarterly Report shall contain an update of the following information for each Obligated Person, to the extent available with respect to Assessment Area Three:

(i) The number and type of lots planned (cumulative).

Lot Ownership Information

(ii) The number of lots owned by the Obligated Person.

(iii) The number of lots under contract, if any, with a home builder and the name of such builder.

Lot Status Information

(iv) The number of lots developed.

(v) The number of lots platted.

Home Sales Status Information

(vi) The number of homes sold (but not closed) with homebuyers, during the quarter.

(vii) The number of homes sold (and closed) with homebuyers, during the quarter.

(viii) The number of homes sold (and closed) with homebuyers (cumulative).

(ix) Materially adverse changes to (a) builder contracts, if applicable, (b) the number of lots planned to be developed, (c) permits/approvals, or (d) the Obligated Person, including, but not limited to, changes in financial status, ownership and corporate structure.

(x) The occurrence of any new or modified mortgage debt on the land owned by the Obligated Person in Assessment Area Three, including the amount, interest rate and terms of repayment.

(c) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in the District (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 Tri Pointe or the Land Bank from its 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; provided that if either Tri Pointe or the Land Bank does not obtain such written Assignment, any information provided by either pursuant to this Agreement after a Transfer shall note that the information is being provided to the best of its knowledge.

(d) If the Dissemination Agent has not received a Quarterly Report from each Obligated Person that contains, at a minimum, the information in Section 5(b) of this Disclosure Agreement by 12:00 noon on the first (1st) Business Day following each Quarterly Filing Date, a Listed Event described in Section 6(a)(xvii) shall have occurred and the District and each Obligated Person hereby direct the Dissemination Agent to send a notice to the Repository in substantially the form attached as Exhibit A, with a copy to the District. The Dissemination Agent shall file such notice no later than thirty (30) days following the applicable Quarterly Filing Date.

6. **Reporting of Listed Events.**

(a) This Section 6 shall govern the giving of notices by the Issuer of the occurrence of any of the following Listed Events with respect to the Bonds:

(i) Principal and interest payment delinquencies.

(ii) Modifications to rights of Bond holders, if material.

(iii) Bond calls, if material, and tender offers.

(iv) Defeasances.

(v) Rating changes.*

*Not applicable to the Bonds.

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determination of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

(vii) Any unscheduled draw on the Debt Service Reserve Account established under the Indenture reflecting financial difficulties.

(viii) Any unscheduled draw on credit enhancements reflecting financial difficulties. *

(ix) The release, substitution or sale of property securing repayment of the Bonds, if material.

(x) The substitution of credit or liquidity providers or their failure to perform.*

(xi) Non-payment related defaults, if material.

(xii) Bankruptcy, insolvency, receivership or similar event of the Issuer or any other 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 other 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 other 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 authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or any other Obligated Person).

(xiii) The consummation of a merger, consolidation, or acquisition involving the Issuer or any other Obligated Person or the sale of all or substantially all of the assets of the Issuer or any other 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) The appointment of a successor or additional trustee or the change of name of the Trustee, if material.

(xv) The incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material.

(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the 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.

(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 Event described in Section 6(a)(xvii), 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 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 not later than the tenth (10th) Business Day after the occurrence of the Listed Event).

(c) The Issuer shall, within six (6) Business Days of obtaining actual knowledge of the occurrence of any of the Listed Events, except events listed in clauses (a) (ii), (ix), (xi), or (xiv), unless such Listed Events are determined by the Issuer to be material, notify the Dissemination Agent in writing of such event and direct the Dissemination Agent to report, within four (4) Business Days of receiving notice from the Issuer, the event pursuant to subsection (d).

(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 with respect to the Bonds upon the defeasance, prior redemption or payment in full of all of the Bonds.

8. **Prior Undertakings.** Tri Pointe represents that to the actual knowledge of Tri Pointe, Tri Pointe has not failed to comply in any material respect with its previous continuing disclosure undertakings in connection with the Rule to provide periodic continuing disclosure reports or notices of listed events within the past five years. The Land Bank represents that except as disclosed in the Limited Offering Memorandum, during the past five (5) years, the Land Bank has been in compliance with all of its prior continuing disclosure undertakings in connection with the Rule.

9. **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 Bonds. If at any time there is not any other designated Dissemination Agent, the

District shall be deemed to be the Dissemination Agent. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Dissemination Agent hereunder. The initial Dissemination Agent shall be Wrathell, Hunt & Associates, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Wrathell, Hunt & Associates, LLC. Wrathell, Hunt & Associates, 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.

Wrathell, Hunt & Associates, LLC does not represent the Issuer as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt & Associates, LLC, registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt & Associates, LLC, does not provide the Issuer with financial advisory services or offer investment advice in any form.

10. **Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the Issuer, Tri Pointe, the Land Bank 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.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment and/or waiver in the next Annual Report and 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.

Notwithstanding the above provisions of this Section 10, no amendment to the provisions of Section 5(b) hereof may be made without the consent of each Obligated Person, if any.

11. **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.

12. **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 shall, 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, 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, the Disclosure Representative or Dissemination Agent 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.

13. **Duties of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement among the District, Tri Pointe, the Land Bank 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, Tri Pointe, the Land Bank 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 and shall include the applicable CUSIP number(s) for the Bonds set forth in Exhibit A hereto, to which any such filing relates.

14. **Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Issuer, Tri Pointe, the Land Bank, the Dissemination Agent, the Trustee, the Participating Underwriter and the Owners of the Bonds (the Participating Underwriter and Owners of the Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.

15. **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 Lake County Tax Collector and the Issuer's most recent adopted budget.

16. **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 Lake County, Florida.

17. **Counterparts.** This Disclosure Agreement may be executed in several counterparts and by PDF signature and all of which shall constitute but one and the same instrument.

18. **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 in the possession of or readily available to the Trustee that the Issuer has a right to request from the Trustee to make the required reporting under this Disclosure Agreement which the Dissemination Agent requests in writing.

19. **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 any entity comprising Tri Pointe, the Land Bank 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.

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT, as Issuer

[SEAL]

By: _____
Chairperson, Board of Supervisors

ATTEST:

By: _____
Secretary

TRI POINTE HOMES HOLDINGS, INC., as Tri Pointe

By: _____
Name: _____
Title: _____

KL LB BUY 5 LLC, as Land Bank

By: _____
Name: _____
Title: _____

WRATHELL, HUNT & ASSOCIATES, LLC, as Dissemination Agent

By: _____
Name: _____
Title: _____

CONSENTED TO AND AGREED TO BY:

DISTRICT MANAGER

WRATHELL, HUNT & ASSOCIATES, LLC,
as District Manager

By: _____
Name: _____
Title: _____

Acknowledged and agreed to for purposes of Sections 12, 14 and 18 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:	Sugarloaf Community Development District
Name of Bond Issue:	$_____ original aggregate principal amount of Capital Improvement Revenue Bonds, Series 2026-2 (Assessment Area Three)
Obligated Person(s):	Sugarloaf Community Development District; Tri Pointe Homes Holdings, Inc.; KL LB BUY 5 LLC
Original Date of Issuance:	_____, 2026
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 _____, 2026 by and among the Issuer, Tri Pointe, the Land Bank 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

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APPENDIX F

DISTRICT'S FINANCIAL STATEMENTS

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SUGARLOAF
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JULY 31, 2026

SUGARLOAF
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JULY 31, 2026

	General Fund	Special Revenue Fund 2	Special Revenue Fund 3	Special Revenue Fund 4	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS							
Cash	$ 6,069	$ -	$ -	$ -	$ -	$ -	$ 6,069
Investments							
Revenue	-	-	-	-	420	-	420
Reserve	-	-	-	-	382,854	-	382,854
Construction	-	-	-	-	-	2,502,853	2,502,853
Due from Landowner	36,342	14,011	-	-	1,053	-	51,406
Due from other	6,750	-	-	-	-	-	6,750
Due from general fund	-	-	-	-	432	-	432
Total assets	$ 49,161	$ 14,011	$ -	$ -	$ 384,759	$ 2,502,853	$ 2,950,784
LIABILITIES AND FUND BALANCES							
Liabilities:							
Accounts payable	$ 42,678	$ 14,011	$ -	$ -	$ 1,485	$ -	$ 58,174
Contracts payable	-	-	-	-	-	8,205	8,205
Landowner advance	6,000	-	-	-	-	-	6,000
Due to Landowner	-	-	-	-	9,971	-	9,971
Due to debt service fund	432	-	-	-	-	-	432
Total liabilities	49,110	14,011	-	-	11,456	8,205	82,782
DEFERRED INFLOWS OF RESOURCES							
Deferred receipts	43,092	14,011	-	-	-	-	57,103
Total deferred inflows of resources	43,092	14,011	-	-	-	-	57,103
Fund balances:							
Restricted for:							
Debt service	-	-	-	-	373,303	-	373,303
Capital projects	-	-	-	-	-	2,494,648	2,494,648
Unassigned	(43,041)	(14,011)	-	-	-	-	(57,052)
Total fund balances	(43,041)	(14,011)	-	-	373,303	2,494,648	2,810,899
Total liabilities, deferred inflows of resources and fund balances	$ 49,161	$ 14,011	$ -	$ -	$ 384,759	$ 2,502,853	$ 2,950,784

SUGARLOAF
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JULY 31, 2026

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	$ 14,268	$ 116,013	$ 121,361	96%
Miscellaneous	-	829	-	N/A
Total revenues	14,268	116,842	121,361	96%
EXPENDITURES				
Professional & administrative				
Supervisors	-	431	861	50%
Management/accounting/recording**	4,000	28,000	48,000	58%
Legal	826	11,623	15,000	77%
Engineering	-	1,025	1,000	103%
Audit*	-	3,200	4,700	68%
Telephone	16	167	200	84%
Postage	-	-	500	0%
Printing & binding	41	417	500	83%
Legal advertising	2,535	3,060	3,500	87%
Annual special district fee	-	175	175	100%
Insurance	-	5,512	5,500	100%
Contingencies/bank charges	96	934	750	125%
Website hosting & maintenance	705	705	705	100%
Website ADA compliance	145	145	210	69%
Property appraiser	-	50	-	N/A
Total professional & administrative	8,364	55,444	81,601	68%
Field operations				
Field operations management	-	4,160	9,600	43%
Landscape maintenance	7,153	42,648	10,660	400%
Mulch	-	-	10,000	0%
Tree/plant replacement	-	-	5,000	0%
Irrigation repairs	-	-	1,000	0%
Irrigation water	-	-	1,000	0%
Utilities - electric	75	431	-	N/A
Utilities - water	-	42,520	-	N/A
General maintenance	-	-	2,500	0%
Total field operations	7,228	89,759	39,760	226%
Total expenditures	15,592	145,203	121,361	120%
Excess/(deficiency) of revenues over/(under) expenditures	(1,324)	(28,361)	-	
Fund balances - beginning	(41,717)	(14,680)	-	
Fund balances - ending	$ (43,041)	$ (43,041)	$ -	

*These items will be realized when bonds are issued

**WHA will charge a rduced management fee of $1,000 per month during the semi-dormancy period.

SUGARLOAF
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND 2
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JULY 31, 2026

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution - Lennar	$ 9,490	$ 10,672	$ 134,130	8%
Total revenues	9,490	10,672	134,130	8%
EXPENDITURES				
Professional & administrative				
Arbitrage rebate calculation*	-	-	750	0%
Debt service fund accounting*	-	3,667	5,500	67%
Dissemination agent*	-	667	1,000	67%
EMMA software system*	-	-	1,500	0%
Total professional & administrative	-	4,334	8,750	50%
Field Operations				
Field operations management	-	1,369	-	N/A
Field operations accounting	-	-	1,250	0%
Landscape maintenance	9,490	18,980	-	N/A
Pond bank maintenance	-	-	10,000	0%
Aquatic maintenance	-	-	5,350	0%
Slope and sod repair	-	-	2,000	0%
Storm system cleaning	-	-	5,000	0%
Electric				
Streetights	-	-	101,780	0%
Total field operations	9,490	20,349	125,380	16%
Total expenditures	9,490	24,683	134,130	18%
Excess/(deficiency) of revenues over/(under) expenditures	-	(14,011)	-	
Fund balances - beginning	(14,011)	-	-	
Fund balances - ending	$ (14,011)	$ (14,011)	$ -	

*These items will be realized when bonds are issued

SUGARLOAF
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND 3
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JULY 31, 2026

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution - Stanley Martin	$ -	$ -	$ 14,000	0%
Total revenues	-	-	14,000	0%
EXPENDITURES				
Professional & administrative				
Arbitrage rebate calculation*	-	-	750	0%
Debt service fund accounting*	-	-	5,500	0%
Dissemination agent*	-	-	1,000	0%
EMMA software system*	-	-	2,500	0%
Total professional & administrative	-	-	9,750	0%
Field operations				
Landscape maintenance	-	-	1,500	0%
Irrigation water	-	-	250	0%
Irrigation	-	-	1,500	0%
Streetights	-	-	1,000	0%
Total field operations	-	-	4,250	0%
Total expenditures	-	-	14,000	0%
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	
Fund balances - beginning	-	-	-	
Fund balances - ending	$ -	$ -	$ -	

*These items will be realized when bonds are issued

SUGARLOAF
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND 4
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JULY 31, 2026

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution - Tripointe	$ -	$ -	$ 9,750	0%
Total revenues	-	-	9,750	0%
EXPENDITURES				
Professional & administrative				
Arbitrage rebate calculation*	-	-	750	0%
Debt service fund accounting*	-	-	5,500	0%
Dissemination agent*	-	-	1,000	0%
EMMA software system*	-	-	2,500	0%
Total professional & administrative	-	-	9,750	0%
Total expenditures	-	-	9,750	0%
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	
Fund balances - beginning	-	-	-	
Fund balances - ending	$ -	$ -	$ -	

*These items will be realized when bonds are issued

SUGARLOAF
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2026
FOR THE PERIOD ENDED JULY 31, 2026

	Current Month	Year To Date
REVENUES		
Assessment levy: on-roll - net	$ -	$ 221,228
Interest	1,213	5,866
Total revenues	1,213	227,094
EXPENDITURES		
Debt service		
Cost of issuance	-	223,672
Interest	-	220,896
Total debt service	-	444,568
Other fees & charges		
Underwriter's discount	-	221,100
Total other fees and charges	-	221,100
Total expenditures	-	665,668
Excess/(deficiency) of revenues over/(under) expenditures	1,213	(438,574)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	861,891
Original issue premium	-	(39,446)
Transfer out	(597)	(597)
Total other financing sources	(597)	821,848
Net change in fund balances	616	383,274
Fund balances - beginning	372,687	(9,971)
Fund balances - ending	$ 373,303	$ 373,303

SUGARLOAF
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2026
FOR THE PERIOD ENDED JULY 31, 2026

	Current Month	Year To Date
REVENUES		
Interest	$ 7,297	$ 43,242
Total revenues	7,297	43,242
EXPENDITURES		
Construction costs	8,206	7,742,300
Total expenditures	8,206	7,742,300
Excess/(deficiency) of revenues over/(under) expenditures	(909)	(7,699,058)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	10,193,109
Transfer in	597	597
Total other financing sources/(uses)	597	10,193,706
Net change in fund balances	(312)	2,494,648
Fund balances - beginning	2,494,960	-
Fund balances - ending	$ 2,494,648	$ 2,494,648

Mixed Sources
Product group from well managed forests, controlled sources and recycled wood or fibre.

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