

**EAST NASSAU
STEWARDSHIP DISTRICT**

**REGULAR MEETING
AGENDA**

OCTOBER 18, 2018

East Nassau Stewardship District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

October 11, 2018

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors
East Nassau Stewardship District

Dear Board Members:

The Board of Supervisors of the East Nassau Stewardship District will hold a regular meeting on Thursday, October 18, 2018, at 10:00 a.m., in the Nassau Room (T0126), Building T, at Florida State College, Nassau Center, 76346 William Burgess Boulevard, Yulee, Florida 32097. The agenda is as follows:

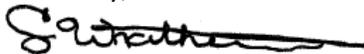
1. Call to Order
2. Roll Call
3. Chairman's Opening Remarks
4. Public Comments (*limited to 3 minutes per person*)
5. Consideration of Supplemental Engineers Report for 2018 Project, Wildlight Village Phase 1, dated October 18, 2018
6. Consideration of Supplemental Special Assessment Methodology Report for Wildlight Village Phase 1, dated October 18, 2018
7. Consideration of Resolution 2019-01, Authorizing the Issuance of East Nassau Stewardship District Special Assessment Revenue Bonds, Series 2018 (The "Series 2018 Bonds"); Determining Certain Details of the Series 2018 Bonds and Establishing Certain Parameters For the Sale Thereof; Approving the Form of And Authorizing the Execution and Delivery of a Master Trust Indenture and a First Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2018 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Agreement With Respect To the Series 2018 Bonds and Awarding the Series 2018 Bonds To the Underwriter Named Therein; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum Relating To the Series 2018 Bonds and Its Use By the Underwriter In Connection With the Offering For Sale of the Series 2018 Bonds; Approving the Execution and Delivery of a Final Limited Offering Memorandum Relating To the Series 2018 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Continuing Disclosure Agreement, a True-Up Agreement, a Completion Agreement and a Collateral

Assignment; Approving the Form of a Declaration of Consent; Providing For the Application of Series 2018 Bond Proceeds; Authorizing the Proper Officials To Do All Things Deemed Necessary In Connection With the Issuance, Sale and Delivery of the Series 2018 Bonds; Making Certain Declarations; Providing an Effective Date and For Other Purposes

8. Acceptance of Unaudited Financial Statements as of August 31, 2018
9. Consideration of Minutes
 - A. August 6, 2018 Regular Meeting Transcript
 - B. September 20, 2018 Public Hearing and Regular Meeting
10. Staff Reports
 - A. District Counsel: *Hopping Green & Sam, P.A.*
 - B. District Engineer: *England-Thims & Miller, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - i. UPCOMING MEETINGS
 - LANDOWNERS' MEETING: November 6, 2018 at 10:00 A.M. (*Board is not required to attend*)
 - BOARD OF SUPERVISORS MEETING: November 15, 2018 at 10:00 A.M.
11. Board Members' Comments/Requests
12. Public Comments
13. Adjournment

I look forward to seeing all of you at the upcoming meeting. In the meantime, if you should have any questions or concerns, please do not hesitate to contact me directly at 561-719-8675.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

Call-in number: 1-888-354-0094

Conference ID: 2144145

**EAST NASSAU
STEWARDSHIP DISTRICT**

5

**EAST NASSAU STEWARDSHIP DISTRICT
SUPPLEMENTAL ENGINEERS REPORT
For
SERIES 2018 PROJECT,
WILDLIGHT VILLAGE PHASE 1**

Prepared for

**Board of Supervisors
East Nassau
Stewardship District**

Prepared by



14775 Old St. Augustine Road
Jacksonville, Florida 32258
904-642-8990

TABLE OF CONTENTS

| | <u>Page</u> |
|------------------------------------|-------------|
| I. INTRODUCTION | 1 |
| II. OPINION OF PROBABLE COST | 2 |

TABLES

| | |
|---|---|
| 1. PROPOSED IMPROVEMENT COSTS – COMPLETED INFRASTRUCTURE IMPROVEMENTS WITHIN WILDLIGHT VILLAGE PHASE 1 | 2 |
| 2. PROPOSED IMPROVEMENT COSTS – SERIES 2018 PROJECT..... | 2 |

LIST OF EXHIBITS

| | |
|-------------|--|
| Plate 1 | EAST NASSAU STEWARDSHIP DISTRICT LOCATION MAP |
| Plate 2 | WILDLIGHT VILLAGE PHASE 1 BOUNDARY |
| Plate 3A-3B | WILDLIGHT VILLAGE PHASE 1 LEGAL DESCRIPTION |
| Plate 4 | TRANSPORTATION IMPROVEMENT – MOBILITY ROADS |
| Plate 5 | TRANSPORTATION IMPROVEMENTS – LOCAL ROADS |
| Plate 6 | TRANSPORTATION IMPROVEMENTS – NEIGHBORHOOD ROADS |
| Plate 7 | MOBILITY/PUBLIC TRAILS |
| Plate 8 | STORMWATER MANAGEMENT FACILITIES |
| Plate 9 | SANITARY SEWER LIFT STATIONS AND FORCEMAINS |
| Plate 10 | SANITARY SEWER COLLECTION SYSTEM |
| Plate 11 | POTABLE WATER DISTRIBUTION SYSTEM |
| Plate 12 | RECLAIM WATER DISTRIBUTION SYSTEM |
| Plate 13 | STREET LIGHTING |

I. EXECUTIVE SUMMARY

The District previously adopted its Engineer's Report for Wildlight Village Phase 1 dated August 10, 2017, as revised December 14, 2017 ("Engineer's Report"), and the subsequent First Addendum to its Engineer's Report on August 2, 2018 ("First Addendum"). The Engineer's Report and First Addendum both identified certain infrastructure improvements necessary for the development of that area of the District referred to as Wildlight Village Phase 1 that are anticipated to be funded by the District. The District anticipates that it will issue its first series of bonds in 2018 to fund the construction, acquisition and/or installation of infrastructure within the Series 2018 project portion of Wildlight Village Phase 1. The anticipated costs to construct, acquire and/or install the infrastructure associated with the Series 2018 Project is set forth in Table 2.

As detailed in the original adopted Engineer's Report and subsequent First Addendum, a portion of the proposed improvements within the District referred to as Wildlight Villlage Phase 1 is anticipated to cost approximately \$49.1 million. This includes roadways, utilities, stormwater management, street lighting, landscaping/irrigation, trails/parks, entry features, professional fees and associated contingencies. These costs associated with Wildlight Phase 1 are seperated into two (2) categories consisting of Master Infrastructure and Neighborhood Infrastructure. The Master Infrastructure is the portion of Wildlight Phase 1 that benefits all land uses within Wildlight Phase 1. The estimated improvement costs for the Master Infrastructure is \$31.7 million (with associated contingency and inflation at 5% annually through build-out). The Neighborhood Infrastructure is the portion of Wildlight Phase 1 that benefits specific parcels in Wildlight Phase 1. The estimated improvement costs for the Neighborhood Infrastructure is \$17.4 million (with contingency and 5% inflation annually through build-out).

Development of a portion of both the Master Infrastructure and Neighborhood Infrastructure components of Wildlight Phase 1 is underway, and certain facilities have been completed. This includes the portion of the Master Infrastructure improvements within the 2018 Series project portion of Wildlight Phase 1 and a portion of the Neighborhood Infrastructure improvements within Wildlight Phase 1.

The completed portion of the Neighborhood Infrastructure is not included in the Series 2018 project, but is noted herein for informational purposes only.

II. OPINION OF PROBABLE COST

Table 1 below represents a summary of the portion of the anticipated District financed improvements within Wildlight Village Phase 1 that have been constructed to date. Consistent with the original adopted Engineer’s Report, the professional/technical service fees were estimated at 12% and a 15% contingency was added.

Table 2 below represents a summary of the anticipated District financed improvements for the Series 2018 Project portion of Wildlight Village Phase 1. Consistent with the original adopted Engineer’s Report, the professional/technical service fees were estimated at 12% and a 15% contingency was added.

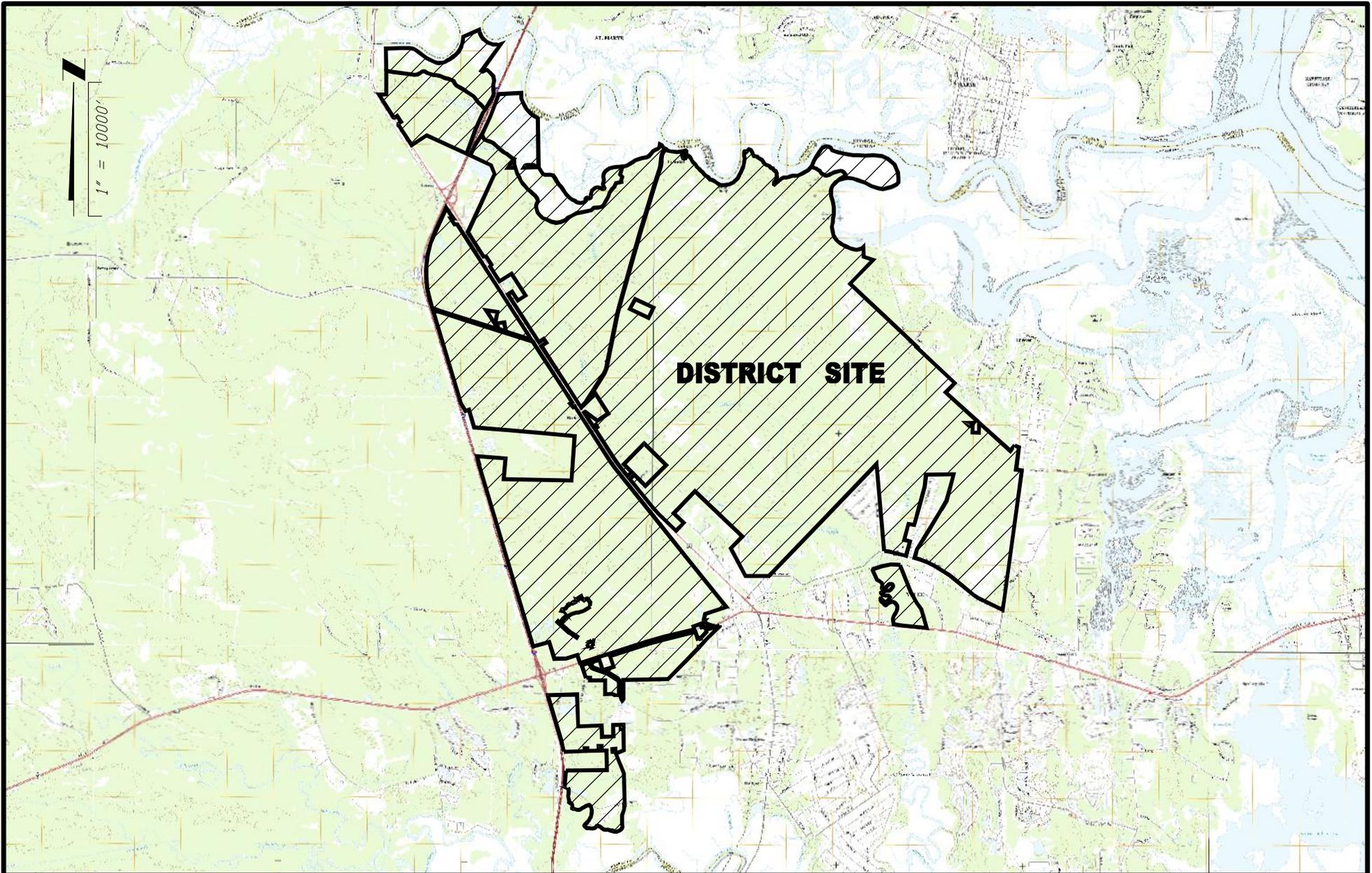
**TABLE 1
PROPOSED IMPROVEMENT COSTS – COMPLETED INFRASTRUCTURE
IMPROVEMENTS WITHIN WILDLIGHT VILLAGE PHASE 1**

| Improvement Category | Master Infrastructure Improvement | Neighborhood Infrastructure Improvement* |
|---|--|---|
| Mobility Roads | \$2,300,000 | |
| Local Roads | \$1,700,000 | |
| Neighborhood Roads | | \$705,000 |
| Mobility/Public Trails | \$800,000 | |
| Stormwater Management Facilities | \$1,175,000 | |
| Utilities (Water Mains, Force Mains, Reclaim Mains, Services and Lift Stations) | \$2,850,000 | \$645,000 |
| Street Lighting | \$150,000 | \$45,000 |
| Landscaping/Irrigation | \$360,000 | |
| SUBTOTAL | \$9,335,000 | \$1,395,000 |
| Design, Engineering, Surveying & Permitting (12%) | \$1,120,200 | \$167,400 |
| Construction Cost Contingency (15%) | \$1,400,250 | \$209,250 |
| 2017 TOTAL | \$11,855,450 | \$1,771,650 |
| TOTAL COMPLETED INFRASTRUCTURE IMPROVEMENTS | \$13,627,100 | |

*Neighborhood infrastructure improvements associated with the neighborhood roads depicted on Plate 6 of this report shall serve the lands currently projected as single family units adjacent to said roads. All other improvements outside the limits of these roadways shall be considered Master Infrastructure Improvements.

**TABLE 2
PROPOSED IMPROVEMENT COSTS – SERIES 2018 PROJECT**

| Improvement Category | Master Infrastructure Improvement |
|---|--|
| Mobility Roads | \$2,300,000 |
| Local Roads | \$1,700,000 |
| Mobility/Public Trails | \$800,000 |
| Stormwater Management Facilities | \$1,175,000 |
| Utilities (Water Mains, Force Mains, Reclaim Mains, Services and Lift Stations) | \$2,850,000 |
| Street Lighting | \$150,000 |
| Landscaping/Irrigation | \$360,000 |
| SUBTOTAL | \$9,335,000 |
| Design, Engineering, Surveying & Permitting (12%) | \$1,120,200 |
| Construction Cost Contingency (15%) | \$1,400,250 |
| 2017 TOTAL | \$11,855,450 |



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**EAST NASSAU STEWARDSHIP DISTRICT
 LOCATION MAP**

EAST NASSAU STEWARDSHIP DISTRICT

ETM NO. 17-042

DRAWN BY: A.J.A.

DATE: AUGUST 10, 2017

PLATE NO. 1



| LINE TABLE | | |
|------------|---------------|---------|
| LINE # | BEARING | LENGTH |
| L1 | N 72°19'01" E | 573.63' |
| L2 | S 17°43'35" E | 230.08' |
| L3 | S 58°02'03" E | 655.42' |
| L4 | N 67°35'28" W | 480.33' |
| L5 | S 89°40'42" W | 528.86' |
| L6 | N 0°39'54" W | 208.70' |
| L7 | S 89°20'06" W | 208.70' |
| L8 | S 69°45'17" W | 94.87' |
| L9 | N 72°19'01" E | 630.14' |
| L10 | S 17°40'59" E | 422.53' |
| L11 | S 0°35'09" E | 570.02' |
| L12 | N 58°02'03" W | 655.42' |
| L13 | N 17°43'35" W | 230.01' |

| CURVE TABLE | | | | | | |
|-------------|-----------|---------|---------|---------|---------------|----------------|
| CURVE | DELTA | RADIUS | LENGTH | TANGENT | CHORD BEARING | CHORD DISTANCE |
| C1 | 53°48'49" | 355.32' | 333.73' | 180.32' | S 44°37'59" E | 321.59' |
| C2 | 13°30'21" | 625.00' | 147.33' | 74.01' | S 64°47'13" E | 146.98' |
| C3 | 56°32'45" | 350.00' | 345.42' | 188.24' | S 29°45'40" E | 331.57' |
| C4 | 3°44'28" | 895.00' | 45.38' | 22.70' | S 3°21'32" E | 45.37' |
| C5 | 10°58'25" | 126.27' | 24.18' | 12.13' | N 23°10'12" W | 24.15' |
| C6 | 58°58'55" | 781.27' | 804.26' | 441.86' | S 47°10'26" E | 769.22' |
| C7 | 47°04'42" | 595.00' | 488.89' | 259.20' | N 25°01'39" W | 475.26' |
| C8 | 56°32'45" | 450.00' | 444.11' | 242.03' | N 29°45'40" W | 426.30' |
| C9 | 13°30'21" | 725.00' | 170.90' | 85.85' | N 64°47'13" W | 170.50' |
| C10 | 53°48'49" | 255.32' | 239.80' | 129.57' | N 44°37'59" W | 231.09' |



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WILDLIGHT VILLAGE PHASE 1 BOUNDARY

EAST NASSAU STEWARDSHIP DISTRICT

| | |
|-----------|-----------------|
| ETM NO. | 17-042 |
| DRAWN BY: | A.J.A. |
| DATE: | AUGUST 10, 2017 |
| PLATE NO. | 2 |

Parcel A:

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 39, Township 2 North, Range 26 East, and being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, and being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Begin at the Southeast corner of those lands described in Official Record Book 408, Page 695 of the Public Records of Nassau County, Florida; thence on the Easterly line of said lands, N 17'42'30" W, a distance of 597.78 feet to the Northeast corner of said lands; thence departing said Easterly line and on the Northerly line of said lands and the Northerly line of those lands described in Official Record Book 1136, Page 260 and Official Record Book 932, Page 1824 of the said Public Records for the next 2 courses, S 72°16'09" W, a distance of 819.42 feet; thence S 89°02'41" W, a distance of 838.80 feet to the Northwest corner of last said lands said point also being on the Easterly line of those lands described in Official Record Book 956, Page 1636 of the aforesaid Public Records; thence departing said Northerly line and on the Easterly line of said lands, N 16°36'59" W, a distance of 1239.01 feet to the most Northeast corner of said lands, thence departing said Easterly line and on the most Northerly line of said lands, S 73°23'30" W, a distance of 1172.26 feet to a point on the Easterly Limited Access Right of Way line of Interstate 95 (Variable Width Limited Access Right of Way); thence departing said most Northerly line and on said Easterly Limited Access Right of Way line, N 16°36'59" W, a distance of 874.67 feet; thence departing said Easterly Limited Access Right of Way line, N 49°39'35" E, a distance of 1624.06 feet to the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence continue N 49°39'35" E, a distance of 1172.85 feet; thence N 49°55'41" E, a distance of 1871.04 feet; thence N 05°27'29" E, a distance of 2997.60 feet to a point on the Westerly Right of Way line of Florida Power & Light Company Easement for Right of Way as Recorded in Official Record Book 273, Page 551 and Official Record Book 278, Page 607 of the aforesaid Public Records; thence S 79°16'48" E, a distance of 2563.70 feet; thence S 37°12'31" W, a distance of 2021.47 feet to a point on aforesaid Westerly Right of Way line of Florida Power & Light Company Easement for Right of Way; thence on said Westerly Right of Way line, S 31°51'09" E, a distance of 1875.32 feet; thence S 03°47'17" E, a distance of 876.82 feet; thence S 43°45'16" W, a distance of 806.96 feet; thence S 10°53'43" E, a distance of 2097.70 feet to a point on the Northerly Right of way line of State Road No. 200 (A1A) (184 foot Right of Way); thence on said Northerly Right of way line, S 72°19'01" W, a distance of 2626.63 feet to the Point of Beginning.

Less and Except:

District School Board of Nassau County, School Site, as described in Official Record Book 1981, Page 109, of the Public Records of Nassau County, Florida.

and Less and Except:

90 FOOT AND 81 FOOT ROADWAY PARCEL "A" AND PARCEL "B":

as described in Official Record Book 1981, Page 163, of the Public Records of Nassau County, Florida.

Parcel B:

A parcel of land, being a portion of Sections 6, 7 and the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, Nassau County, Florida; thence on the West line of said Section 44, N 01°11'47" W, a distance of 360.33 feet to a point on the Southerly Right of Way line of State Road No. 200 (A1A) (184 foot Right of Way); thence departing said West line and on said Southerly Right of Way line, N 72°19'01" E, a distance of 2457.17 feet to a point on the Easterly Right of Way line of Harper Chapel Road (60 foot Right of Way) and the Point of Beginning; thence continue on said Southerly Right of Way line, N 72°19'01" E, a distance of 573.63 feet to a point on the Southwesterly Right of Way line of William Burgess Boulevard (100 foot Right of Way); thence departing said Southerly Right of Way line and on said Southwesterly Right of Way line for the next 8 courses, S 17°43'35" E, a distance of 230.08 feet to the beginning of a curve, concave Northeast, having a radius of 355.32 feet and a central angle of 53°48'49"; thence on the arc of said curve a distance of 333.73 feet said arc being subtended by a chord which bears S 44°37'59" E, a distance of 321.59 feet to the curves end; thence S 71°32'24" E, a distance of 964.03 feet to the beginning of a curve, concave Southwest, having a radius of 625.00 feet and a central angle of 13°30'21"; thence on the arc of said curve a distance of 147.33 feet said arc being subtended by a chord which bears S 64°47'13" E, a distance of 146.98 feet to the curves end; thence S 58°02'03" E, a distance of 655.42 feet to the beginning of a curve, concave Southwest, having a radius of 350.00 feet and a central angle of 56°32'45"; thence on the arc of said curve a distance of 345.42 feet said arc being subtended by a chord which bears S 29°45'40" E, a distance of 331.57 feet to the curves end; thence S 01°29'18" E, a distance of 887.57 feet to the beginning of a curve, concave Easterly, having a radius of 695.00 feet and a central angle of 3°44'28"; thence on the arc of said curve a distance of 45.38 feet said arc being subtended by a chord which bears S 03°21'32" E, a distance of 45.37 feet to a point on the Northeasterly line of those lands described in Official Record Book 936, Page 894 of the Public Records of Nassau County, Florida; thence departing said Southwesterly Right of Way line, N 67°35'28" W, a distance of 480.33 feet to the most Northeasterly corner of said lands; thence departing said Northeasterly line and on the North line of said lands, S 89°40'42" W, a distance of 528.86 feet; thence departing said North line, N 00°06'22" W, a distance of 965.41 feet; thence S 89°20'06" W, a distance of 1071.37 feet to the Southeast corner of those lands described in Deed Book 81, Page 359 of the said Public Records; thence on the East line of said lands, N 00°39'54" W, a distance of 208.70 feet to the Northeast corner of said lands; thence departing said East line and on the North line of said lands, S 89°20'06" W, a distance of 208.70 feet to the Northeast corner of those lands described in Official Record Book 513, Page 91 of the said Public Records; thence departing said North line and on the Northerly line of said lands, S 69°45'17" W, a distance of 94.87 feet to a point on the aforesaid Easterly Right of Way line of Harper Chapel Road (60 foot Right of Way) said point on a curve, concave Northeast, having a radius of 126.27 feet and a central angle of 10°58'25"; thence departing said Northerly line and on the Easterly Right of Way line and on the arc of said curve for the next 2 courses, a distance of 24.18 feet said arc being subtended by a chord which bears N 23°10'12" W, a distance of 24.15 feet to the curves end; thence N 17°40'59" W, a distance of 923.94 feet to the Point of Beginning.



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WILDLIGHT VILLAGE PHASE 1 LEGAL DESCRIPTION

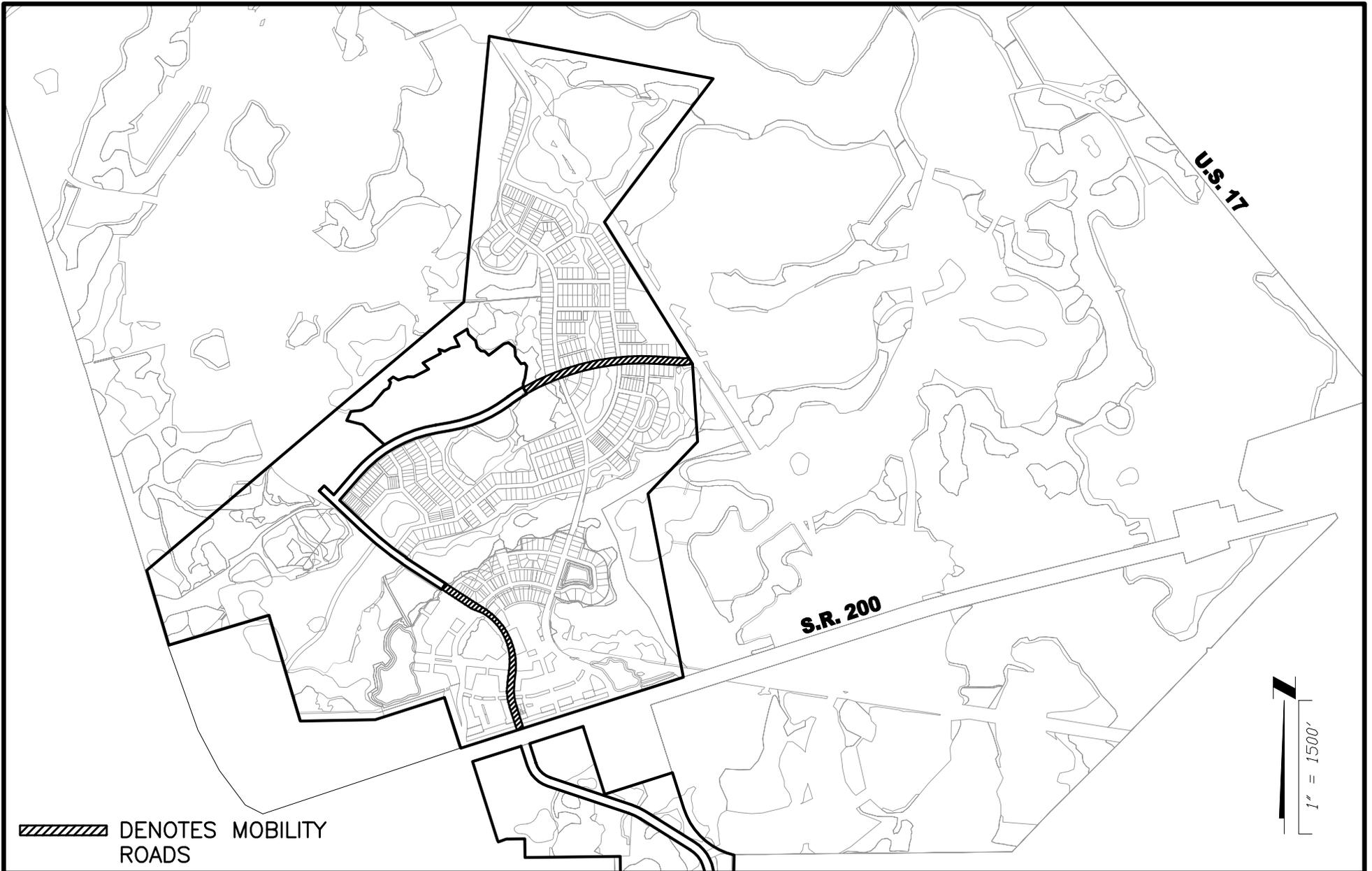
EAST NASSAU STEWARDSHIP DISTRICT

ETM NO. 17-042

DRAWN BY: A.J.A.

DATE: AUGUST 10, 2017

PLATE NO. 3A



 DENOTES MOBILITY ROADS

ETM

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MOBILITY ROADS

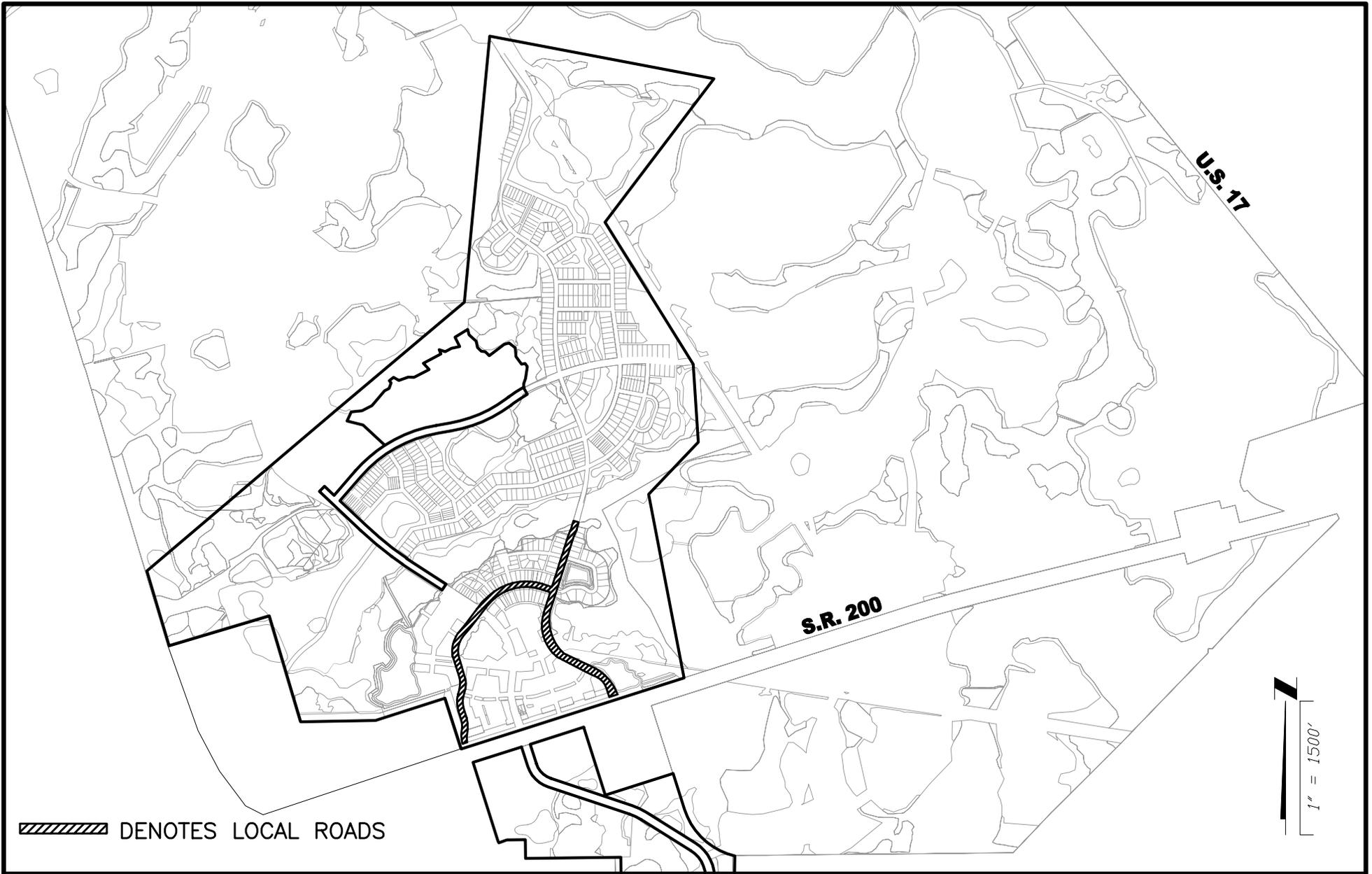
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PLATE NO. 4



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LOCAL ROADS

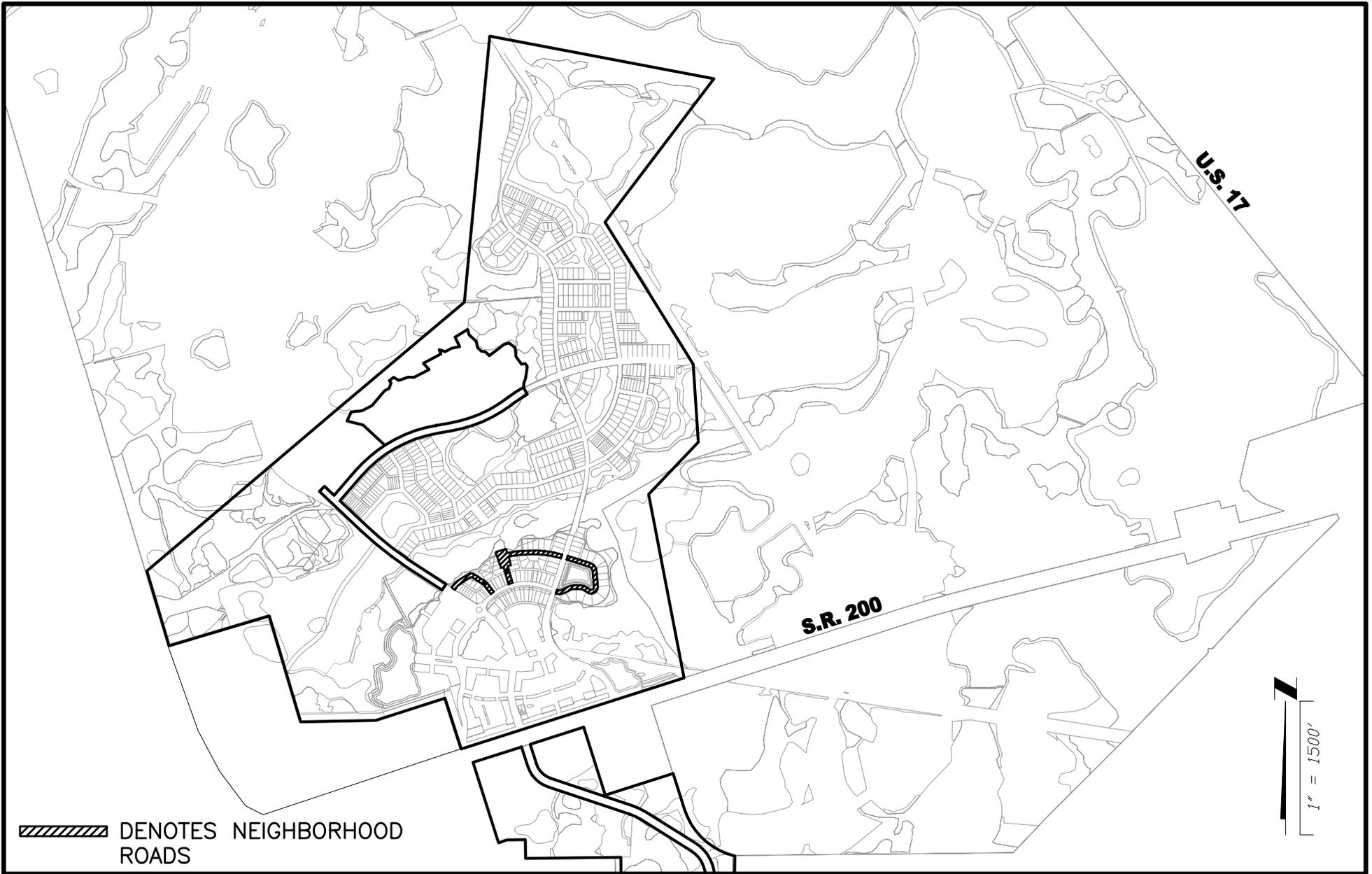
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PLATE NO. 5



 DENOTES NEIGHBORHOOD ROADS

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NEIGHBORHOOD ROADS

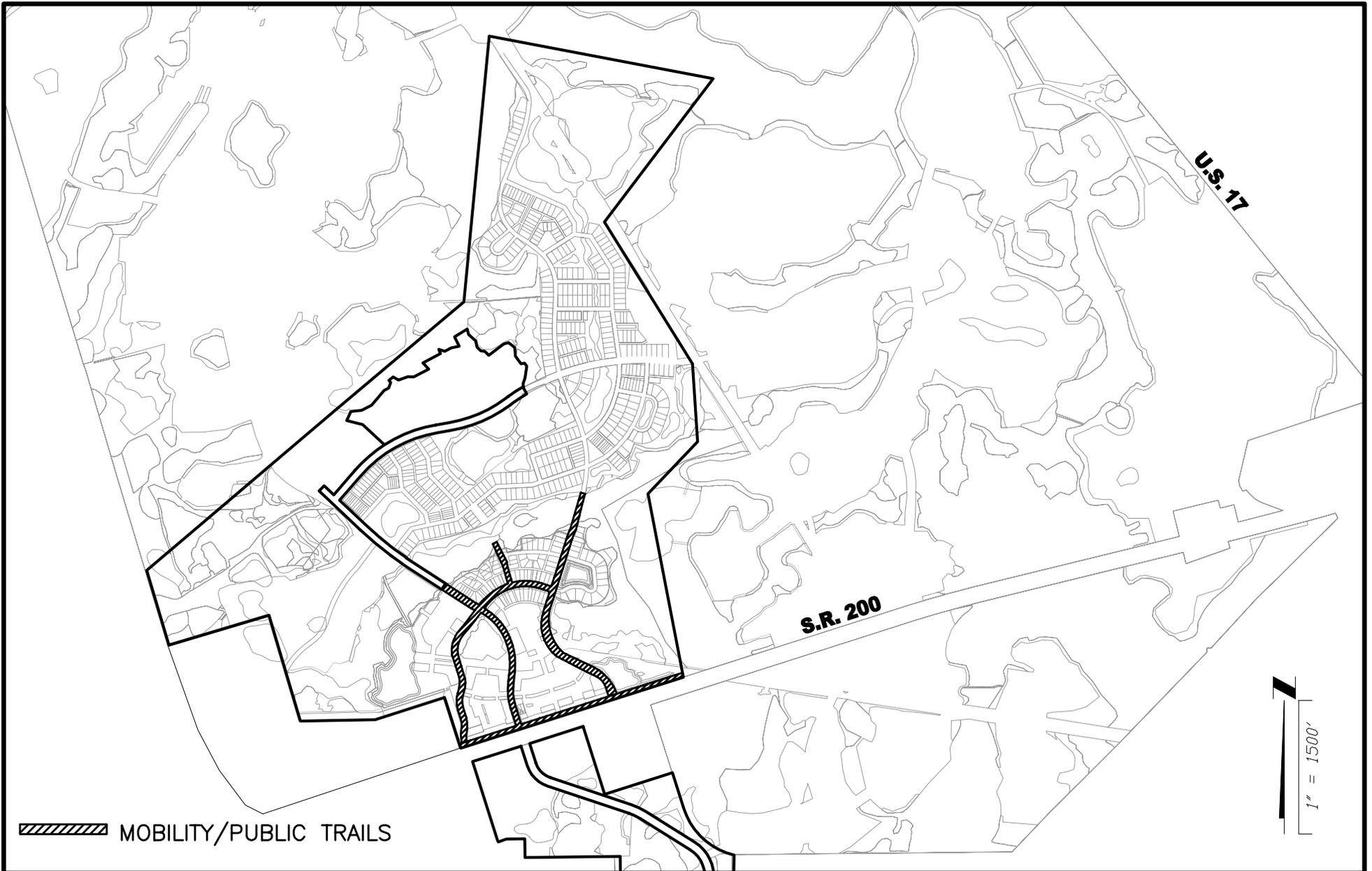
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ETM NO. 17-042

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DATE: OCTOBER 18, 2018

PLATE NO. 6

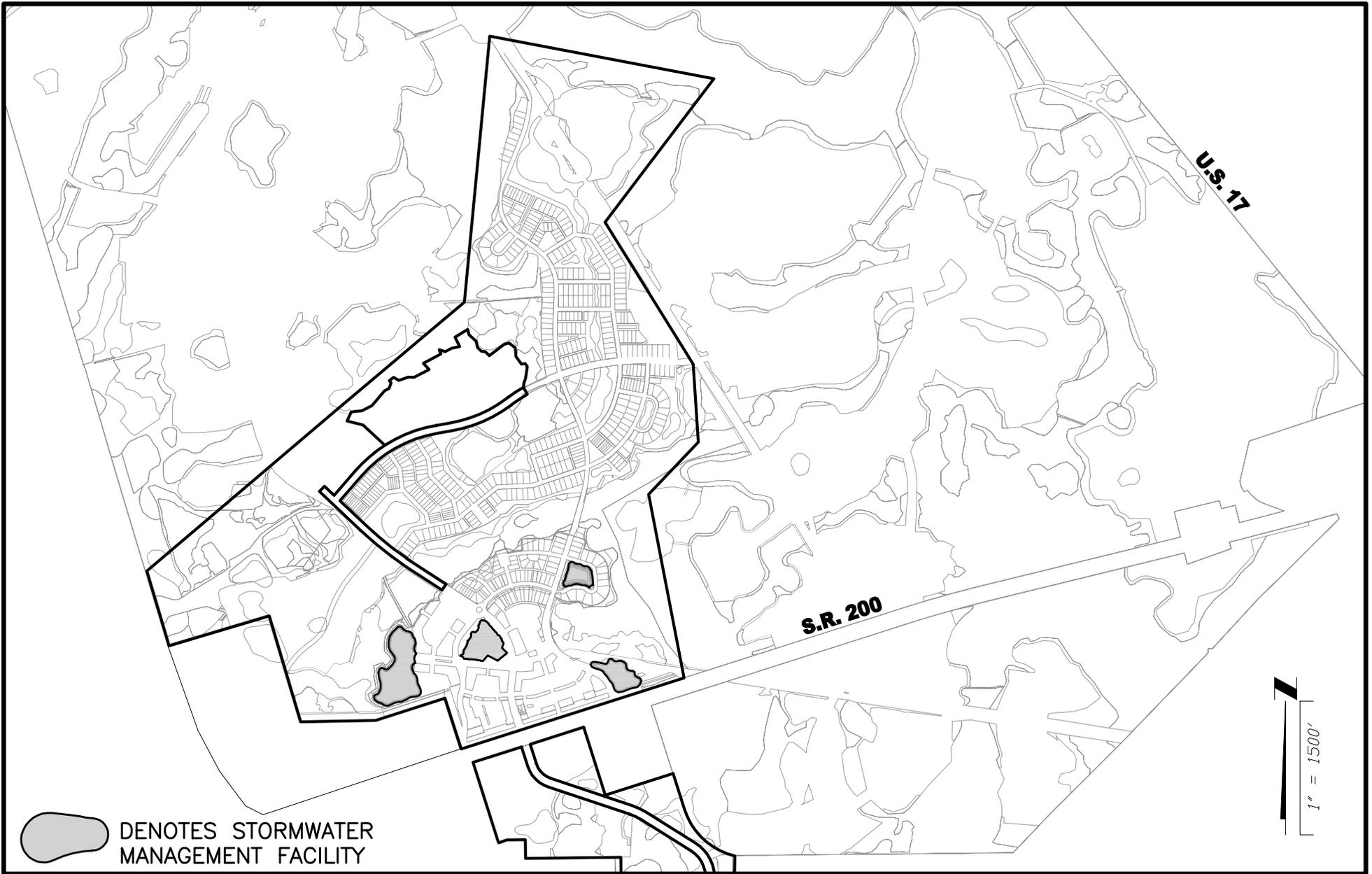


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MOBILITY/PUBLIC TRAILS

EAST NASSAU STEWARDSHIP DISTRICT

| |
|------------------------|
| ETM NO. 17-042 |
| DRAWN BY: A.J.A. |
| DATE: OCTOBER 18, 2018 |
| PLATE NO. 7 |




 DENOTES STORMWATER
 MANAGEMENT FACILITY



 1" = 1500'

ETM

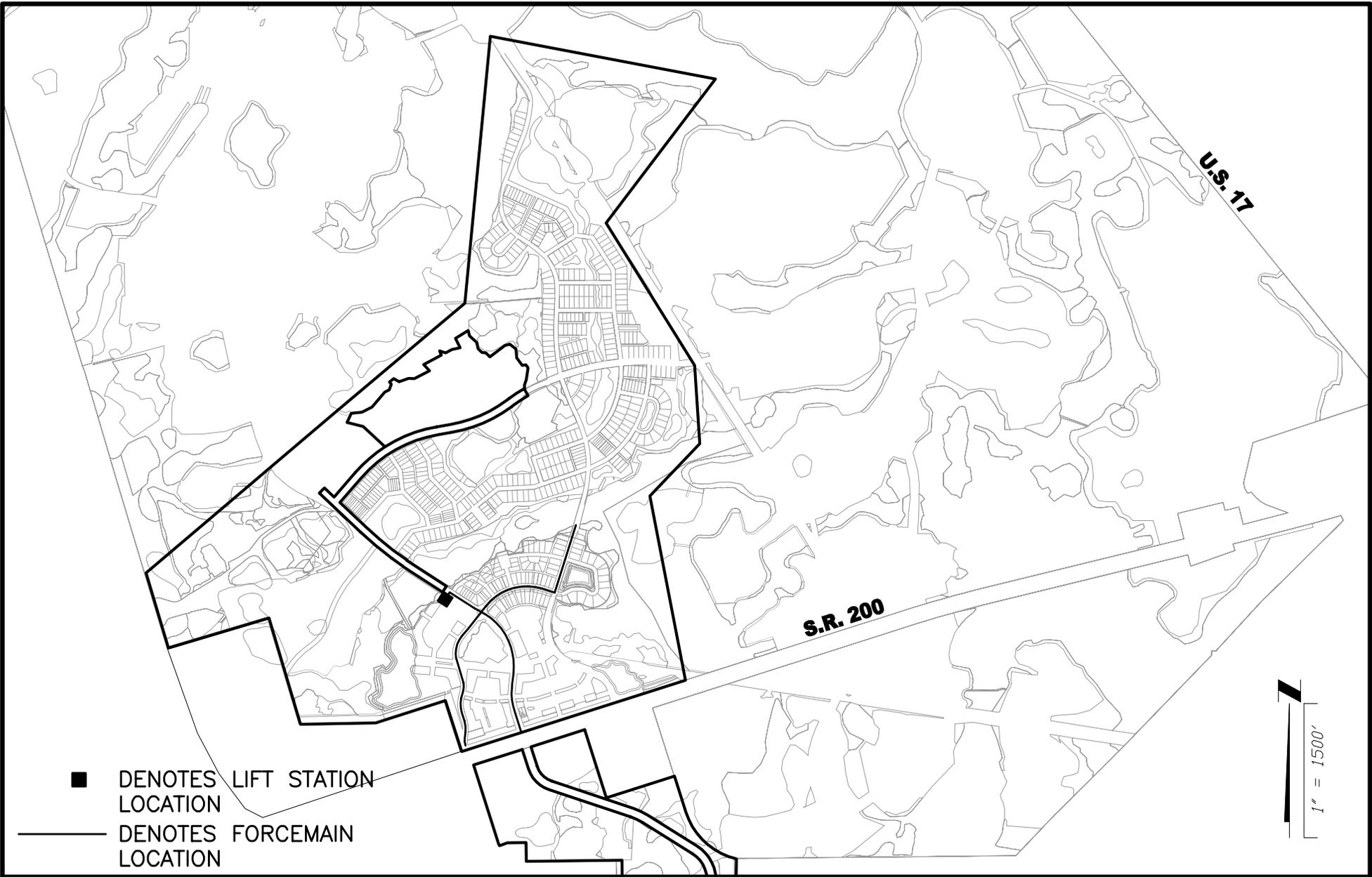
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STORMWATER MANAGEMENT FACILITIES

EAST NASSAU STEWARDSHIP DISTRICT

| |
|------------------------|
| ETM NO. 17-042 |
| DRAWN BY: A.J.A. |
| DATE: OCTOBER 18, 2018 |
| PLATE NO. 8 |



■ DENOTES LIFT STATION LOCATION
 — DENOTES FORCEMAIN LOCATION

1" = 1500'



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**SANITARY SEWER LIFT STATIONS
 AND FORCEMAINS**

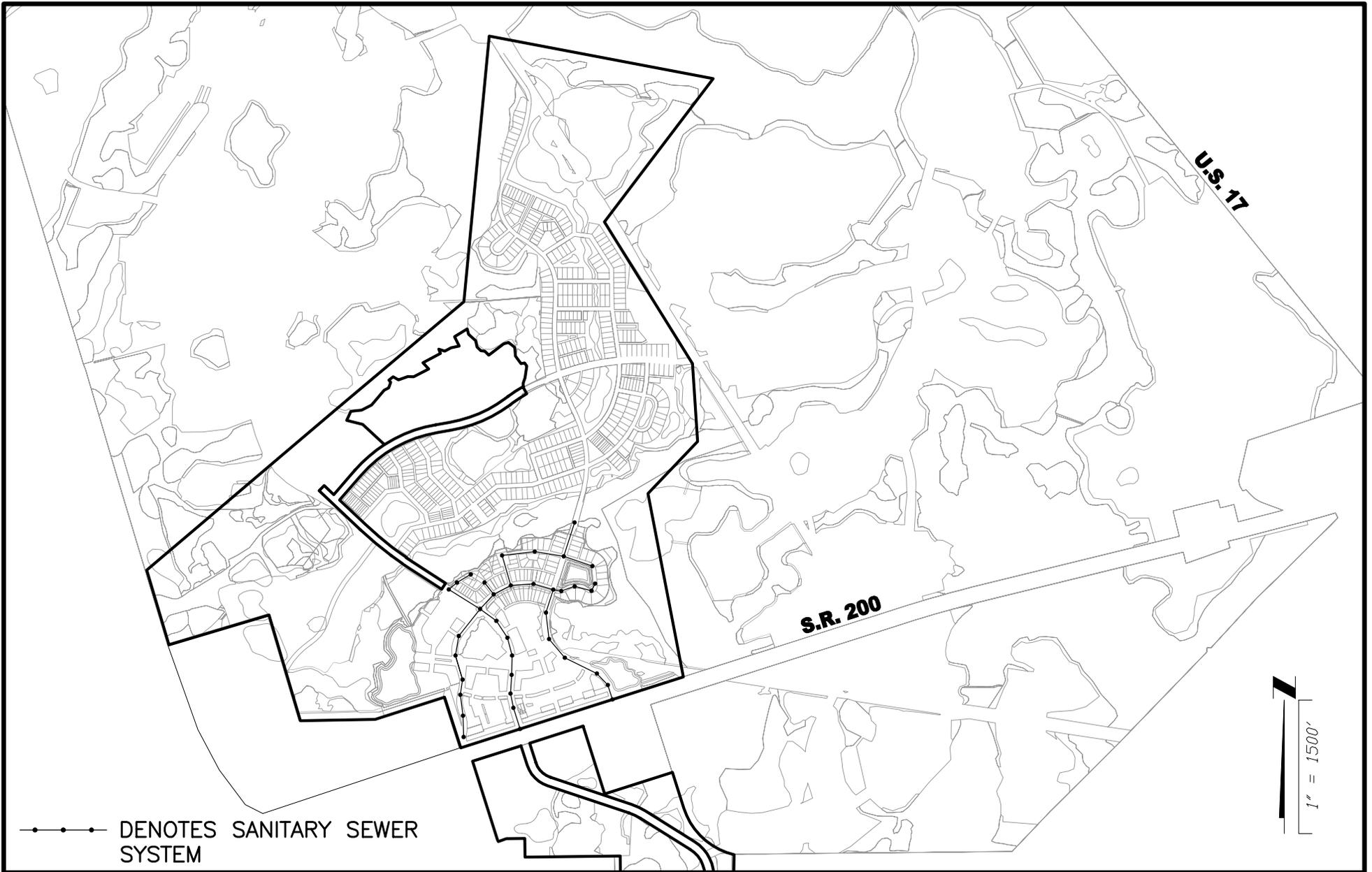
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ETM NO. 17-042

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PLATE NO. 9



ETM

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SANITARY SEWER COLLECTION SYSTEM

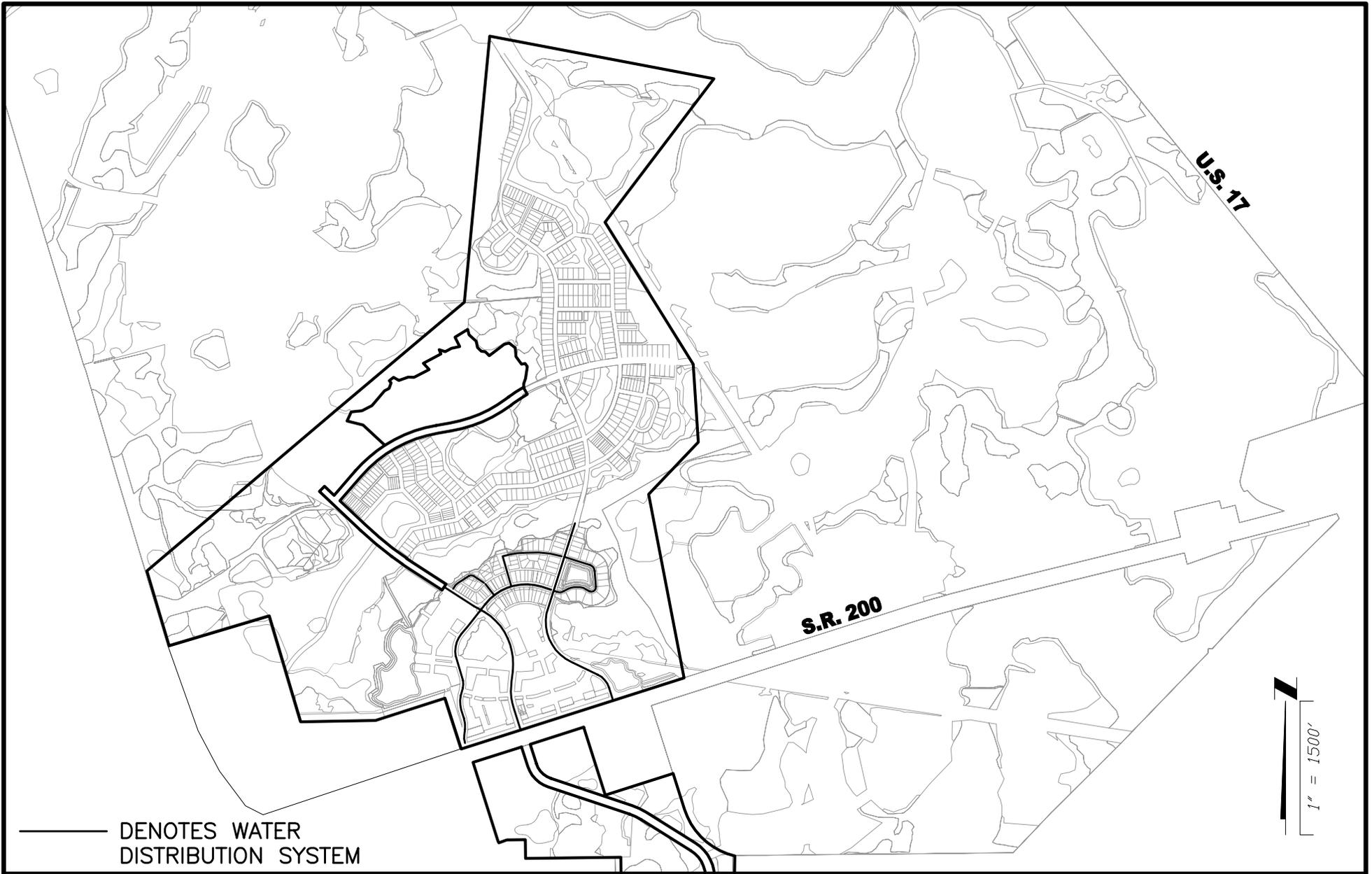
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ETM NO. 17-042

DRAWN BY: A.J.A.

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PLATE NO. 10



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 CA - 00002584 LC - 0000316

POTABLE WATER DISTRIBUTION SYSTEM

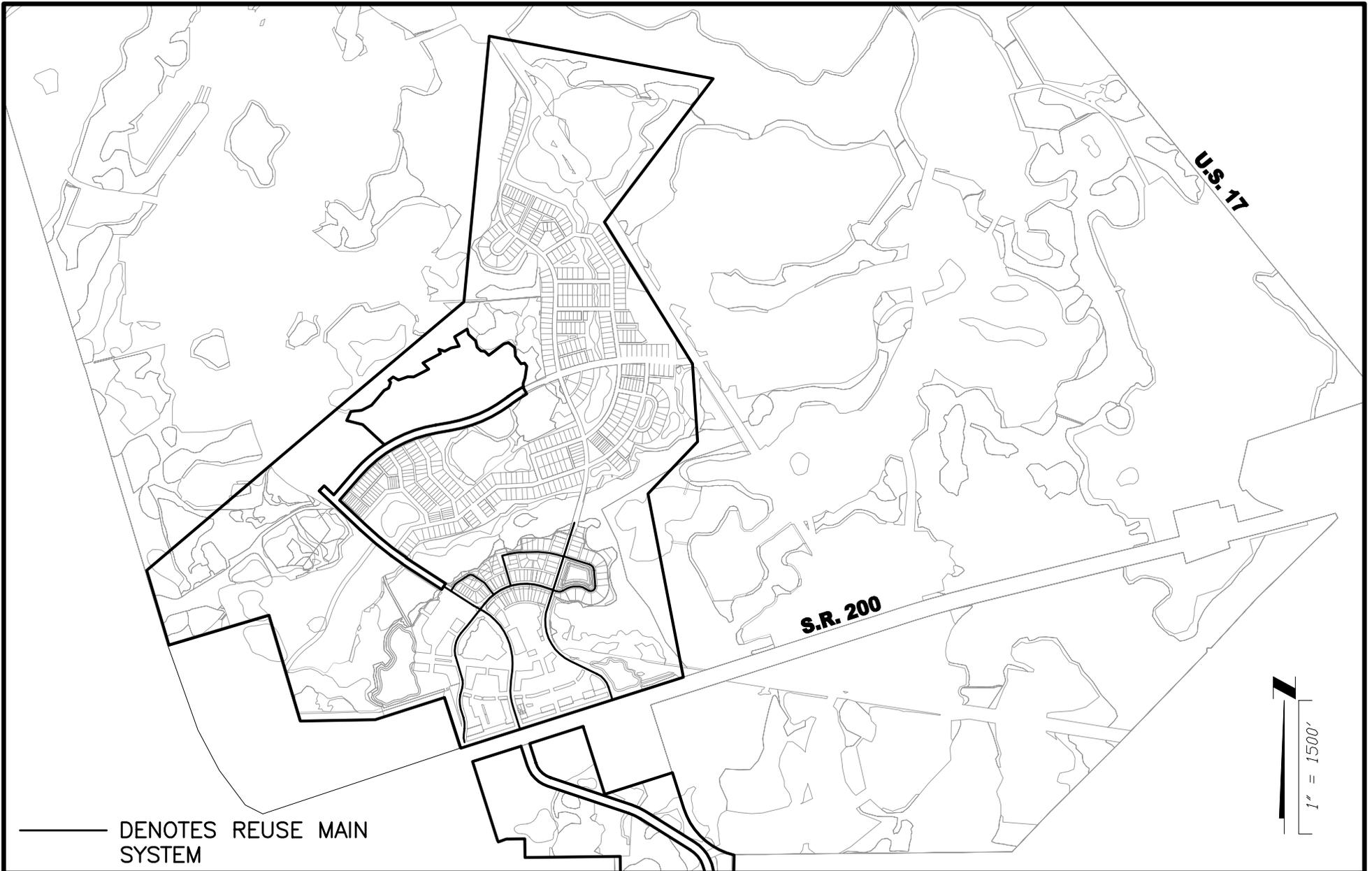
EAST NASSAU STEWARDSHIP DISTRICT

ETM NO. 17-042

DRAWN BY: A.J.A.

DATE: OCTOBER 18, 2018

PLATE NO. 11

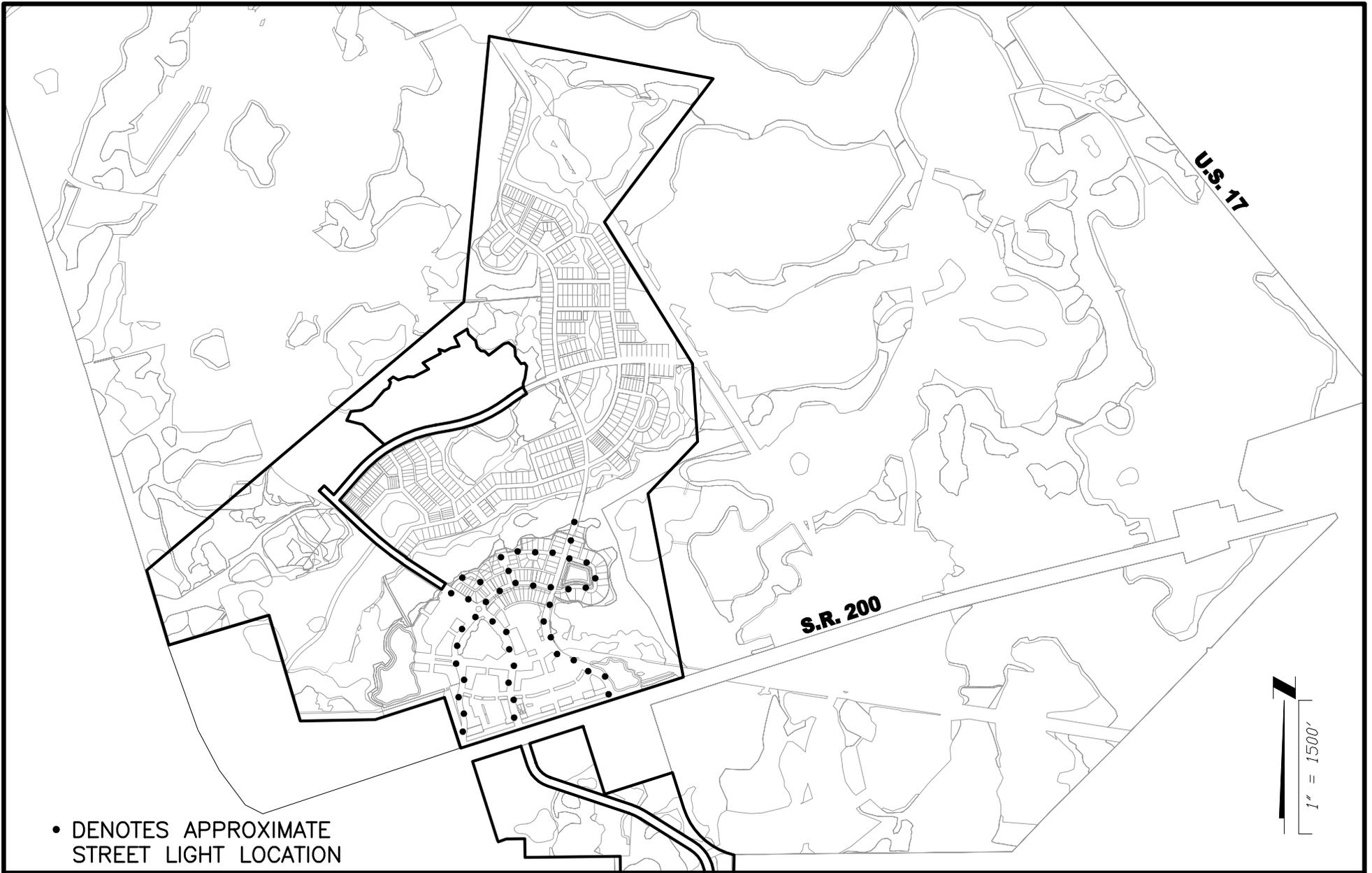


ETM
 VISION - EXPERIENCE - RESULTS
 ENGLAND - THIMS & MILLER, INC.
 14775 Old St. Augustine Road, Jacksonville, FL 32258
 TEL: (904) 642-8990, FAX: (904) 646-9485
 CA - 00002584 LC - 0000316

RECLAIM WATER DISTRIBUTION SYSTEM

EAST NASSAU STEWARDSHIP DISTRICT

ETM NO. 17-042
 DRAWN BY: A.J.A.
 DATE: OCTOBER 18, 2018
 PLATE NO. 12



• DENOTES APPROXIMATE STREET LIGHT LOCATION

ETM

VISION - EXPERIENCE - RESULTS
ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258
TEL: (904) 642-8990, FAX: (904) 646-9485
CA - 00002584 LC - 0000316

STREET LIGHTING

EAST NASSAU STEWARDSHIP DISTRICT

ETM NO. 17-042

DRAWN BY: A.J.A.

DATE: OCTOBER 18, 2018

PLATE NO. 13

**EAST NASSAU
STEWARDSHIP DISTRICT**

6

EAST NASSAU STEWARDSHIP DISTRICT

Supplemental
Special Assessment
Methodology Report
for the
Wildlight Village Phase 1

October 18, 2018



Provided by:

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
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Website: www.whhassociates.com

Table of Contents

| | | |
|------------|--|----|
| 1.0 | Introduction | |
| 1.1 | Purpose | 1 |
| 1.2 | Scope of the Supplemental Report | 1 |
| 1.3 | Special Benefits and General Benefits | 1 |
| 1.4 | Organization of the Supplemental Report | 2 |
| 2.0 | Development Program | |
| 2.1 | Overview | 3 |
| 2.2 | The Development Program | 3 |
| 3.0 | The Capital Improvement Program | |
| 3.1 | Overview | 3 |
| 3.2 | Wildlight Phase 1 Project and 2018 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 Bond Assessment | 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 | 8 |
| 5.6 | True-Up Mechanism | 9 |
| 5.7 | Assessment Roll | 10 |
| 6.0 | Additional Stipulations | |
| 6.1 | Overview | 10 |
| 7.0 | Appendix | |
| | Table 1 | 11 |
| | Table 2 | 12 |
| | Table 3 | 13 |
| | Table 4 | 14 |
| | Table 5 | 15 |
| | Table 6 | 16 |

1.0 Introduction

1.1 Purpose

This Supplemental Special Assessment Methodology Report for the Wildlight Village Phase 1 (the “Supplemental Report”) was developed to supplement the Master Special Assessment Methodology Report for the Wildlight Village Phase 1 dated December 14, 2017, as revised January 23, 2018 (“Master Report”) and the First Addendum to Master Special Assessment Methodology Report for the Wildlight Village Phase 1 dated August 6, 2018 (the “First Addendum”). This Supplemental Report was developed specifically to provide a supplemental financing plan and a supplemental special assessment methodology for funding a portion of the costs of public infrastructure improvements for the Wildlight Village Phase 1 (“Wildlight Phase 1”) portion of the East Nassau Stewardship District (the “District”), located in unincorporated Nassau County, Florida.

1.2 Scope of the Supplemental Report

This Supplemental Report presents the projections for financing a portion (the “2018 Project”) of the infrastructure improvements for Wildlight Phase 1 (the “Wildlight Phase 1 Project”), as described in the Engineer’s Report for Wildlight Village Phase 1 dated August 10, 2017, as revised December 14, 2017 (the “Original Engineer’s Report”), as supplemented and amended by the First Addendum to the Engineer’s Report for Wildlight Village Phase 1 dated December 14, 2017, as revised August 6, 2018 (the “Engineer’s First Addendum”) and specifically described in the Supplemental Engineer’s Report for 2018 Project, Wildlight Village Phase 1 dated October 18, 2018 (the “Supplemental Engineer’s Report” together with the Original Engineer’s Report and the Engineer’s First Addendum, the “Engineer’s Report”), and describes the method for the allocation of special benefits and the apportionment of special assessments resulting from the provision and funding of the 2018 Project.

1.3 Special Benefits and General Benefits

Improvements undertaken and funded by the District as part of the Wildlight Phase 1 Project create special and peculiar benefits, different in kind and degree than general benefits, for properties

within the Wildlight Phase 1, as well as general benefits to the areas outside Wildlight Phase 1, areas outside the District, and 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 Wildlight Phase 1. The District's Wildlight Phase 1 Project enables properties within the boundaries of Wildlight Phase 1 to be developed.

There is no doubt that the general public, property owners of property outside the District, and property owners of property outside Wildlight Phase 1 but inside the District will benefit from the provision of the Wildlight Phase 1 Project. However, these benefits are only incidental since the Wildlight Phase 1 Project is designed solely to provide special benefits peculiar to property within the Wildlight Phase 1. Properties outside the Wildlight Phase 1 are not directly served by the Wildlight Phase 1 Project and do not depend upon the Wildlight Phase 1 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which the Wildlight Phase 1 properties receive compared to those lying outside of the Wildlight Phase 1, whether inside or outside of the District's boundaries.

The Wildlight Phase 1 Project will provide the public infrastructure improvements necessary to make the lands within Wildlight Phase 1 developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the Wildlight Phase 1 to increase by more than the sum of the financed cost of the individual components of the Wildlight Phase 1 Project. Even though the exact value of the benefits provided by the Wildlight Phase 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 Supplemental Report

Section Two describes the development program as proposed by the Developer, as defined below.

Section Three provides a summary of the Wildlight Phase 1 Project and the 2018 Project as determined by England Thims & Miller, Inc. (the "District Engineer").

Section Four discusses the financing program for Wildlight Phase 1.

Section Five discusses the special assessment methodology for Wildlight Phase 1 that was introduced in the Master Report and the First Addendum, as well as their application to the current development and financing programs for Wildlight Phase 1.

2.0 Development Program

2.1 Overview

Wildlight Phase 1 will serve a portion of the Central Planning Area of the East Nassau Community Planning Area of the District. Wildlight Phase 1 is generally located directly east of Interstate I-95, and primarily to the north of S.R. 200 in unincorporated Nassau County, Florida. The land within the District consists of approximately 23,600 +/- acres, while the area of Wildlight Phase 1 consists of approximately 641.36 +/- acres.

2.2 The Development Program

The development of Wildlight Phase 1 is anticipated to be conducted by Wildlight, LLC, or its affiliates (the "Developer"). Based upon the information provided by the Developer and the District Engineer, the current development plan envisions a total of approximately 450,000 square feet of commercial uses, 581 single-family residential units, 279 rental apartments, a 27-acre elementary school, 2-acre community center, and a 28-acre Wellness Center/Private School, although land use types and unit/sq. ft./acre numbers may change throughout the development period. Table 1 in the *Appendix* illustrates the current development plan for Wildlight Phase 1.

3.0 Capital Improvement Program

3.1 Overview

The public infrastructure costs to be funded by the District for Wildlight Phase 1 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 2017-206, Laws of Florida, Chapter 189, Florida Statutes, and under the Internal

Revenue Code of 1986, as amended, was included in these estimates.

3.2 Wildlight Phase 1 Project and 2018 Project

The 2018 Project represents a portion of the Wildlight Phase 1 Project needed to serve the Wildlight Phase 1. Both the 2018 Project and the Wildlight Phase 1 Project are projected to consist of improvements which will serve all of the lands in the Wildlight Phase 1 (the “Master Infrastructure Improvements”).

According to the Supplemental Engineer’s Report, the Master Infrastructure Improvements that are part of the 2018 Project will consist of mobility roads, local roads, mobility/public trails, storm water management facilities, utilities (water, wastewater and reclaimed water), street lighting, and landscaping/irrigation. The cost of the Master Infrastructure Improvements that will be part of the 2018 Project is estimated to total approximately \$11,855,450, while the total cost of all Master Infrastructure Improvements identified by the District Engineer in the Original Engineer's Report and the Engineer’s First Addendum totaled \$26,290,000 in 2017 dollars and \$31,700,000 at buildout. According to the District Engineer, the Master Infrastructure Improvements that are part of the Wildlight Phase 1 Project and by extension also the part of the Wildlight Phase 1 Project that constitutes the 2018 Project will serve and provide benefit both to the non-residential and residential land uses within Wildlight Phase 1 and will comprise an interrelated system of improvements, which means all of the Master Infrastructure Improvements will serve the entire Wildlight Phase 1.

Table 2 in the *Appendix* illustrates the specific components and costs of the Wildlight Phase 1 Project and the 2018 Project. The 2018 Project represents the Master Infrastructure Improvements that have been completed to-date and funded by the Developer.

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 Wildlight Phase 1. The District will fund only a portion of the cost of the 2018 Project, which itself is a portion of the Wildlight Phase 1

Project with long-term indebtedness, while the balance will be contributed by the Developer to the District at no cost. Under the final financing plan, the District will fund approximately \$8,498,875 in construction costs with proceeds of Special Assessment Revenue Bonds, Series 2018 (the "2018 Bonds") in the principal amount of \$10,160,000.

4.2 Types of Bonds Proposed

The final financing plan for the District provides for the issuance of the 2018 Bonds in the principal amount of \$10,160,000 to defray construction/ acquisition expenses of approximately \$8,498,875. The 2018 Bonds will be amortized in 30 annual installments following an approximately 12-month capitalized interest period. Interest payments on the 2018 Bonds will be made every May 1 and November 1, and principal payments on the 2018 Bonds would be made every November 1.

In order to finance the approximately \$8,498,875 in improvement costs, the District will need to borrow more funds and incur indebtedness in the total amount of \$10,160,000. The difference is comprised of debt service reserve, capitalized interest, underwriter's discount and costs of issuance. The sources and uses of funding are presented in Table 3 in the *Appendix*.

5.0 Assessment Methodology

5.1 Overview

The issuance of the 2018 Bonds provides the District with funds necessary to construct/acquire the infrastructure improvements which are part of the Wildlight Phase 1 Project outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. These improvements provide special and general benefits, with special benefits accruing to the assessable properties within the boundaries of Wildlight Phase 1 and general benefits accruing to areas outside of Wildlight Phase 1 and being only incidental in nature. The debt incurred in financing the public infrastructure included in the Wildlight Phase 1 Project will be paid off by assessing properties that derive special and peculiar benefits from the Wildlight Phase 1 Project. All properties that receive special benefits from the Wildlight Phase 1 Project will be assessed

for their fair share of the debt issued in order to finance all or a portion of the Wildlight Phase 1 Project.

5.2 Benefit Allocation

According to the District Engineer, the Master Infrastructure Improvements will serve and provide benefit both to the non-residential and residential land uses and will comprise an interrelated system of improvements, which means all of the Master Infrastructure Improvements will serve the entire Wildlight Phase 1, and such public improvements will be interrelated such that they will reinforce one another. All of the land uses within the Wildlight Phase 1 will benefit from each infrastructure improvement category of the Master Infrastructure Improvements, as the improvements provide basic infrastructure to all land within the Wildlight Phase 1 and benefit all land within the Wildlight Phase 1 as an integrated system of improvements.

As described in the First Addendum, the benefit associated with the Master Infrastructure Improvements will be allocated to the different product types within Wildlight Phase 1 in proportion to the density of development and intensity of use of the Master Infrastructure Improvements as measured by a standard unit called an Equivalent Assessment Unit ("EAU"). Table 4 in the *Appendix* illustrates the Master Infrastructure Improvements EAU weights initially proposed in the Master Report and confirmed in the First Addendum.

In order to facilitate the marketing of land uses within Wildlight Phase 1, the Developer requested that the District limit the amount of annual assessments for debt service on the 2018 Bonds to certain predetermined levels. In order to accomplish that goal, the Developer will not only not be reimbursed for some of the improvements that have been completed to date as part of the 2018 Project to the extent that the cost of such improvements exceeds proceeds available from the issuance of the 2018 Bonds, but also be obligated to complete all Master Infrastructure Improvements that are part of the Wildlight Phase 1 Project. Using the Master Infrastructure Improvements EAU benefit allocations developed in Table 4 in the *Appendix* and applying such Master Infrastructure Improvements EAU benefit allocations to the total cost estimate of the Master Infrastructure Improvements Capital Improvement Program of \$26,290,000, Table 5 in the *Appendix* illustrates the allocation of benefit of the Master Infrastructure Improvements to the various unit types in Wildlight Phase 1. The District will fund only a portion of that amount in the total amount of

approximately \$8,498,875 with proceeds of the 2018 Bonds, while the balance of the cost of the Master Infrastructure Improvements in the total amount estimated at \$17,791,125 will be funded by the Developer and improvements funded in such way will be contributed to the District at no cost in accordance with the completion agreement that will be entered into by the Developer and District.

Finally, Table 6 in the *Appendix* presents the apportionment of the assessment associated with repayment of the 2018 Bonds (the "Assessment") as well as the annual Assessment payment per unit.

5.3 Assigning Debt Assessments

At the time of writing of this Supplemental Report, 84 single-family parcels have already been platted and another 497 single-family remain unplatted. For the 84 single-family parcels have already been platted, the Assessment will be levied upon them based on each parcel's land use in accordance with the Assessment apportionment shown in Table 6 in the *Appendix*. The 84 single-family parcels have already been platted will be apportioned a total amount of Assessment equal to \$1,306,285.71.

For the land that remains unplatted and has been determined by the District Engineer to contain the remaining 497 single-family residential units, the Assessment will initially be levied on approximately XXX +/- gross acres on an equal pro-rata gross acre basis and thus the Assessment in the total amount of \$8,853,714.29 (\$10,160,000 minus \$1,306,285.71) will be preliminarily levied on approximately XXX +/- gross acres at a rate of \$XXX per acre. As the unplatted land is platted, Assessment 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 Assessment to platted parcels will reduce the amount of Assessment levied on unplatted gross acres.

Further, to the extent that any single-family residential land which has not been platted is sold to another developer or builder, the Assessment 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 Assessment 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, the Wildlight Phase 1 Project creates special and peculiar benefits to certain properties within Wildlight Phase 1. The Wildlight Phase 1 Project benefits assessable properties within Wildlight Phase 1 and accrues to all such assessable properties, with the exceptions described in the previous section, on an EAU basis.

Wildlight Phase 1 Project can be shown to be creating special and peculiar benefits to the property within Wildlight Phase 1. The special and peculiar benefits resulting from each improvement are:

- 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 Wildlight Phase 1 Project makes the land in Wildlight Phase 1 developable and saleable and provides 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 Wildlight Phase 1 Project is delineated in Table 4 (expressed as EAU factors) in the *Appendix*.

The apportionment of the assessments is fair and reasonable because after accounting for the effects of the Developer's contribution of capital improvements that did not have to be financed with proceeds of the 2018 Bonds and with the exceptions mentioned in *Section 5.2*, it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within Wildlight Phase 1 according to reasonable estimates of the special and peculiar benefits derived from the Wildlight Phase 1 Project by different land uses.

Accordingly, no acre or parcel of property within Wildlight Phase 1 will be liened for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property.

5.6 True-Up Mechanism

The Assessment Methodology described herein is based on conceptual information obtained from the Developer prior to construction. As development occurs it is possible that the number of units and land uses mix may change. The mechanism for maintaining the methodology over the changes is referred to as true-up.

This mechanism is to be utilized to ensure that the Assessment on a per unit basis never exceeds the maximum assessment levels in Table 6 in the *Appendix*. If as a result of platting and apportionment of the Assessment, Assessment for land that remains unplatted is equal to the levels shown in Table 6 in the *Appendix*, then no true-up adjustment will be necessary.

If as a result of platting and apportionment of the Assessment, Assessment for land that remains unplatted is equal to less than the levels in shown in Table 6 in the *Appendix* (either as a result of an overall larger number of units, same number of larger units substituting for smaller units, or both), then the per unit Assessment for all single-family units within Wildlight Phase 1 will be lowered if that state persists at the conclusion of platting of all land within Wildlight Phase 1.

If, in contrast, a result of platting and apportionment of the Assessment, Assessment for land that remains unplatted is equal to more than the levels in shown in Table 6 in the *Appendix* (either as a result of an overall smaller number of units, same number of smaller units substituting for larger units, or both), then the difference in Assessment plus accrued interest will be collected from the owner of the property which platting caused the increase in Assessment to occur, in accordance with a true-up agreement to be entered into between the District and the Developer, which will be binding on assignees.

then the per unit Assessment for all single-family units within Wildlight Phase 1 will be lowered if that state persists at the conclusion of platting of all land within Wildlight Phase 1.

The owner(s) of the property will be required to immediately remit to the Trustee for redemption a true-up payment equal to the value of the Assessment that represents the units that have been lost as a result of changes in the development plan plus accrued interest to the next succeeding interest payment date on the 2018 Bonds, unless such interest payment date occurs within 45 days of such true-up payment, in which case the accrued interest shall be paid to the following interest payment date.

In addition to platting of property, any planned sale of an unplatted land for single-family residential land uses by the Developer to another builder or developer will cause the District to initiate a true-up test as described above. The test will be based upon the development rights as signified by the number of units of single-family residential land uses 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 Assessment transferred at sale.

5.7 Assessment Roll

The Assessment of \$10,160,000 is proposed to be levied over the area described in Exhibit "A". Excluding any capitalized interest period, debt service assessment shall be paid in thirty (30) annual installments.

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 Capital Improvement Program. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation Methodology described herein was based on information provided by those professionals. 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

East Nassau Stewardship District

Wildlight Village Phase 1

Development Plan

| Land Use | Unit of Measurement | Number of Sq. Ft./Acres/Units |
|-------------------------------------|---------------------|-------------------------------|
| <u>Commercial</u> | | |
| Village Center | Square Foot | 450,000 |
| Total Commercial | | 450,000 |
| <u>Educational/Community</u> | | |
| Elementary School | Acre | 27 |
| Community Center | Acre | 2 |
| Wellness Center/Private School | Acre | 28 |
| Total Educational/Community | | 57 |
| <u>Residential</u> | | |
| SF 30' | Dwelling Unit | 73 |
| SF 45' | Dwelling Unit | 230 |
| SF 55' | Dwelling Unit | 150 |
| SF 70' | Dwelling Unit | 128 |
| Apartment | Dwelling Unit | 279 |
| Total Residential | | 860 |

Table 2

East Nassau Stewardship District

Wildlight Village Phase 1

Wildlight Phase 1 Project Costs and 2018 Project, Wildlight Phase 1 Costs

| Improvement | Wildlight Phase 1 Project | 2018 Project, Wildlight Phase 1 Costs |
|---|---------------------------|---------------------------------------|
| Master Infrastructure Improvements | | |
| Mobility Roads | \$2,300,000 | \$2,300,000 |
| Local Roads | \$3,400,000 | \$1,700,000 |
| Mobility/Public Trails | \$1,600,000 | \$800,000 |
| Storm water Management Facilities | \$4,700,000 | \$1,175,000 |
| Utilities (Water, Wastewater and Reclaimed Water) | \$5,700,000 | \$2,850,000 |
| Street Lighting | \$300,000 | \$150,000 |
| Landscaping/Irrigation | \$1,200,000 | \$360,000 |
| Park and Recreation Facilities | \$500,000 | \$0 |
| Entry Features | \$1,000,000 | \$0 |
| Design, Engineering, Surveying & Permitting | \$2,485,000 | \$1,120,200 |
| Contingency | \$3,105,000 | \$1,400,250 |
| Sub-Total (2017 Dollars) | \$26,290,000 | \$11,855,450 |
| Neighborhood Infrastructure Improvements | | |
| Neighborhood Roads | \$4,700,000 | \$0 |
| Utilities (Water, Wastewater and Reclaimed Water) | \$4,300,000 | \$0 |
| Street Lighting | \$300,000 | \$0 |
| Wellness Center/Private School | \$2,100,000 | \$0 |
| Design, Engineering, Surveying & Permitting | \$1,368,000 | \$0 |
| Contingency | \$1,710,000 | \$0 |
| Sub-Total (2017 Dollars) | \$14,478,000 | \$0 |
| Total | \$40,768,000 | \$11,855,450 |

Note: The buildout costs for the Wildlight Phase 1 Project for the Master Infrastructure Improvements and Neighborhood Infrastructure Improvements are \$31,700,000 and \$17,425,000 respectively

Table 3

East Nassau Stewardship District

Wildlight Village Phase 1

Series 2018 Bonds - Estimated Sources and Uses of Funds

Sources

| | |
|----------------|--------------|
| Bond Proceeds: | |
| Par Amount | \$10,160,000 |

| | |
|----------------------|---------------------|
| Total Sources | \$10,160,000 |
|----------------------|---------------------|

Uses

| | |
|------------------------|-------------|
| Project Fund Deposits: | |
| Project Fund | \$8,498,875 |

| | |
|---------------------------|-------------------|
| Other Fund Deposits: | |
| Debt Service Reserve Fund | \$699,125 |
| Capitalized Interest Fund | \$558,800 |
| | <hr/> \$1,257,925 |

| | |
|-------------------------|-----------------|
| Delivery Date Expenses: | |
| Costs of Issuance | \$200,000 |
| Underwriter's Discount | \$203,200 |
| | <hr/> \$403,200 |

| | |
|-------------------|---------------------|
| Total Uses | \$10,160,000 |
|-------------------|---------------------|

Table 4

East Nassau Stewardship District

Wildlight Village Phase 1

Master Infrastructure Improvements Benefit Allocation

| Land Use | Master Infrastructure Improvements EAU per 1,000 Sq. Ft./Acre/Unit | Master Infrastructure Improvements Total EAU | Percent Share of Total |
|------------------------------------|--|--|------------------------|
| Commercial | | | |
| Village Center | 1.45 | 652.50 | 42.88757% |
| Total Commercial | | 652.50 | 42.88757% |
| Educational/Community | | | |
| Elementary School | n/a | 0.00 | 0.00000% |
| Community Center | n/a | 0.00 | 0.00000% |
| Wellness Center/Private School | 5.88 | 164.64 | 10.82147% |
| Total Educational/Community | | 164.64 | 10.82147% |
| Residential | | | |
| SF 30' | 0.62 | 45.26 | 2.97485% |
| SF 45' | 0.87 | 200.10 | 13.15219% |
| SF 55' | 1.00 | 150.00 | 9.85921% |
| SF 70' | 1.28 | 163.84 | 10.76889% |
| Apartment | 0.52 | 145.08 | 9.53583% |
| Total Residential | | 704.28 | 46.29097% |
| Total | | 1,521.42 | 100.00000% |

Table 5

East Nassau Stewardship District

Wildlight Village Phase 1

Master Infrastructure Improvements Cost Allocation

| Land Use | Master Infrastructure Allocation Based on EAU Method | Master Infrastructure Financed with 2018 Bonds | Master Infrastructure Contributed by the Developer |
|-------------------------------------|--|---|---|
| <u>Commercial</u> | | | |
| Village Center | \$11,275,140.99 | \$0.00 | \$11,275,140.99 |
| Total Commercial | \$11,275,140.99 | \$0.00 | \$11,275,140.99 |
| <u>Educational/Community</u> | | | |
| Elementary School | \$0.00 | \$0.00 | \$0.00 |
| Community Center | \$0.00 | \$0.00 | \$0.00 |
| Wellness Center/Private School | \$2,844,964.31 | \$0.00 | \$2,844,964.31 |
| Total Educational/Community | \$2,844,964.31 | \$0.00 | \$2,844,964.31 |
| <u>Residential</u> | | | |
| SF 30' | \$782,088.71 | \$625,631.47 | \$156,457.24 |
| SF 45' | \$3,457,709.90 | \$2,956,751.47 | \$500,958.43 |
| SF 55' | \$2,591,986.43 | \$2,356,830.88 | \$235,155.55 |
| SF 70' | \$2,831,140.38 | \$2,559,661.18 | \$271,479.21 |
| Apartment | \$2,506,969.28 | \$0.00 | \$2,506,969.28 |
| Total Residential | \$12,169,894.70 | \$8,498,875.00 | \$3,671,019.70 |
| Total | \$26,290,000.00 | \$8,498,875.00 | \$17,791,125.00 |

Table 6

East Nassau Stewardship District

Wildlight Village Phase 1

Assessment Apportionment

| Land Use | Master Infrastructure Financed with 2018 Bonds | Assessment Apportionment | Assessment Apportionment per 1,000 Sq. Ft./Acre/Unit | Annual Assessment Payment per 1,000 Sq. Ft./Acre/Unit* |
|------------------------------------|--|--------------------------|--|--|
| Commercial | | | | |
| Village Center | \$0 | \$0 | \$0 | \$0.00 |
| Total Commercial | \$0 | \$0 | | |
| Educational/Community | | | | |
| Elementary School | \$0 | \$0 | \$0 | \$0.00 |
| Community Center | \$0 | \$0 | \$0 | \$0.00 |
| Wellness Center/Private School | \$0 | \$0 | \$0 | \$0.00 |
| Total Educational/Community | \$0 | \$0 | | |
| Residential | | | | |
| SF 30' | \$625,631 | \$747,913 | \$10,245 | \$750.00 |
| SF 45' | \$2,956,751 | \$3,534,655 | \$15,368 | \$1,125.00 |
| SF 55' | \$2,356,831 | \$2,817,479 | \$18,783 | \$1,375.00 |
| SF 70' | \$2,559,661 | \$3,059,953 | \$23,906 | \$1,750.00 |
| Apartment | \$0 | \$0 | \$0 | \$0.00 |
| Total Residential | \$8,498,875 | \$10,160,000 | | |
| Total | \$8,498,875 | \$10,160,000 | | |

* Included costs of collection and assumes payment in **March**

Exhibit "A"

| PIN | Assessment |
|-------------------------|-------------|
| 44-2N-27-1000-0001-0000 | \$10,245.38 |
| 44-2N-27-1000-0002-0000 | \$10,245.38 |
| 44-2N-27-1000-0003-0000 | \$10,245.38 |
| 44-2N-27-1000-0004-0000 | \$15,368.07 |
| 44-2N-27-1000-0005-0000 | \$15,368.07 |
| 44-2N-27-1000-0006-0000 | \$15,368.07 |
| 44-2N-27-1000-0007-0000 | \$15,368.07 |
| 44-2N-27-1000-0008-0000 | \$15,368.07 |
| 44-2N-27-1000-0009-0000 | \$15,368.07 |
| 44-2N-27-1000-0010-0000 | \$15,368.07 |
| 44-2N-27-1000-0011-0000 | \$15,368.07 |
| 44-2N-27-1000-0012-0000 | \$15,368.07 |
| 44-2N-27-1000-0013-0000 | \$15,368.07 |
| 44-2N-27-1000-0014-0000 | \$15,368.07 |
| 44-2N-27-1000-0015-0000 | \$15,368.07 |
| 44-2N-27-1000-0016-0000 | \$15,368.07 |
| 44-2N-27-1000-0017-0000 | \$15,368.07 |
| 44-2N-27-1000-0018-0000 | \$15,368.07 |
| 44-2N-27-1000-0019-0000 | \$15,368.07 |
| 44-2N-27-1000-0020-0000 | \$15,368.07 |
| 44-2N-27-1000-0021-0000 | \$15,368.07 |
| 44-2N-27-1000-0022-0000 | \$15,368.07 |
| 44-2N-27-1000-0023-0000 | \$15,368.07 |
| 44-2N-27-1000-0024-0000 | \$15,368.07 |
| 44-2N-27-1000-0025-0000 | \$15,368.07 |
| 44-2N-27-1000-0026-0000 | \$15,368.07 |
| 44-2N-27-1000-0027-0000 | \$15,368.07 |
| 44-2N-27-1000-0028-0000 | \$15,368.07 |
| 44-2N-27-1000-0029-0000 | \$15,368.07 |
| 44-2N-27-1000-0030-0000 | \$15,368.07 |
| 44-2N-27-1000-0031-0000 | \$15,368.07 |
| 44-2N-27-1000-0032-0000 | \$15,368.07 |
| 44-2N-27-1000-0033-0000 | \$15,368.07 |
| 44-2N-27-1000-0034-0000 | \$15,368.07 |
| 44-2N-27-1000-0035-0000 | \$15,368.07 |
| 44-2N-27-1000-0036-0000 | \$15,368.07 |
| 44-2N-27-1000-0037-0000 | \$15,368.07 |
| 44-2N-27-1000-0038-0000 | \$15,368.07 |
| 44-2N-27-1000-0039-0000 | \$15,368.07 |
| 44-2N-27-1000-0040-0000 | \$15,368.07 |
| 44-2N-27-1000-0041-0000 | \$15,368.07 |
| 44-2N-27-1000-0042-0000 | \$15,368.07 |
| 44-2N-27-1000-0043-0000 | \$15,368.07 |
| 44-2N-27-1000-0044-0000 | \$15,368.07 |
| 44-2N-27-1000-0045-0000 | \$15,368.07 |
| 44-2N-27-1000-0046-0000 | \$15,368.07 |

| PIN | Assessment |
|-------------------------|-----------------------|
| 44-2N-27-1000-0047-0000 | \$15,368.07 |
| 44-2N-27-1000-0048-0000 | \$15,368.07 |
| 44-2N-27-1000-0049-0000 | \$15,368.07 |
| 44-2N-27-1000-0050-0000 | \$15,368.07 |
| 44-2N-27-1000-0051-0000 | \$15,368.07 |
| 44-2N-27-1000-0052-0000 | \$15,368.07 |
| 44-2N-27-1000-0053-0000 | \$15,368.07 |
| 44-2N-27-1000-0054-0000 | \$15,368.07 |
| 44-2N-27-1000-0055-0000 | \$15,368.07 |
| 44-2N-27-1000-0056-0000 | \$15,368.07 |
| 44-2N-27-1000-0057-0000 | \$15,368.07 |
| 44-2N-27-1000-0058-0000 | \$18,783.19 |
| 44-2N-27-1000-0059-0000 | \$18,783.19 |
| 44-2N-27-1000-0060-0000 | \$18,783.19 |
| 44-2N-27-1000-0061-0000 | \$18,783.19 |
| 44-2N-27-1000-0062-0000 | \$18,783.19 |
| 44-2N-27-1000-0063-0000 | \$18,783.19 |
| 44-2N-27-1000-0064-0000 | \$18,783.19 |
| 44-2N-27-1000-0065-0000 | \$18,783.19 |
| 44-2N-27-1000-0066-0000 | \$18,783.19 |
| 44-2N-27-1000-0067-0000 | \$18,783.19 |
| 44-2N-27-1000-0068-0000 | \$18,783.19 |
| 44-2N-27-1000-0069-0000 | \$18,783.19 |
| 44-2N-27-1000-0070-0000 | \$18,783.19 |
| 44-2N-27-1000-0071-0000 | \$18,783.19 |
| 44-2N-27-1000-0072-0000 | \$18,783.19 |
| 44-2N-27-1000-0073-0000 | \$18,783.19 |
| 44-2N-27-1000-0074-0000 | \$23,905.88 |
| 44-2N-27-1000-0075-0000 | \$23,905.88 |
| 44-2N-27-1000-0076-0000 | \$23,905.88 |
| 44-2N-27-1000-0077-0000 | \$23,905.88 |
| 44-2N-27-1000-0078-0000 | \$23,905.88 |
| 44-2N-27-1000-0079-0000 | \$23,905.88 |
| 44-2N-27-1000-0080-0000 | \$23,905.88 |
| 44-2N-27-1000-0081-0000 | \$23,905.88 |
| 44-2N-27-1000-0082-0000 | \$23,905.88 |
| 44-2N-27-1000-0083-0000 | \$23,905.88 |
| 44-2N-27-1000-0084-0000 | \$23,905.88 |
| Sub-Total | \$1,424,107.56 |

Assessment in the total amount of \$8,735,892.44 will be the area described below:



**EAST NASSAU
STEWARDSHIP DISTRICT**

7

RESOLUTION NO. 2019-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF EAST NASSAU STEWARDSHIP DISTRICT AUTHORIZING THE ISSUANCE OF EAST NASSAU STEWARDSHIP DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018 (THE "SERIES 2018 BONDS"); DETERMINING CERTAIN DETAILS OF THE SERIES 2018 BONDS AND ESTABLISHING CERTAIN PARAMETERS FOR THE SALE THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER TRUST INDENTURE AND A FIRST SUPPLEMENTAL TRUST INDENTURE; AUTHORIZING THE NEGOTIATED SALE OF THE SERIES 2018 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT WITH RESPECT TO THE SERIES 2018 BONDS AND AWARDED THE SERIES 2018 BONDS TO THE UNDERWRITER NAMED THEREIN; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM RELATING TO THE SERIES 2018 BONDS AND ITS USE BY THE UNDERWRITER IN CONNECTION WITH THE OFFERING FOR SALE OF THE SERIES 2018 BONDS; APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM RELATING TO THE SERIES 2018 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT, A TRUE-UP AGREEMENT, A COMPLETION AGREEMENT AND A COLLATERAL ASSIGNMENT; APPROVING THE FORM OF A DECLARATION OF CONSENT; PROVIDING FOR THE APPLICATION OF SERIES 2018 BOND PROCEEDS; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2018 BONDS; MAKING CERTAIN DECLARATIONS; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, East Nassau Stewardship District (the "District") is an independent special district duly created, organized and existing pursuant to Chapter 2017-206, Laws of Florida, effective June 6, 2017 (the "Act"); and

WHEREAS, pursuant to the Act and Resolution No. 2017-25 adopted by the Board of Supervisors of the District (the "Board") on August 10, 2017 (the "Original Resolution"), the Board has authorized the issuance of not to exceed \$600,000,000 in aggregate principal amount of East Nassau Stewardship District (Nassau County, Florida) Revenue Bonds (the "Bonds"); and

WHEREAS, the District is authorized under the Act to provide, plan, implement, construct, maintain, and finance as a local government management entity its systems, facilities,

services, improvements, infrastructure, and projects, and possesses financing powers to fund its management power over the long term and with sustained levels of high quality; and

WHEREAS, the District comprises approximately 23,600 gross acres (the "District Lands"); and

WHEREAS, the Board has previously approved the East Nassau Stewardship District Engineers Report for Wildlight Village Phase 1, dated August 10, 2017, and revised December 14, 2017, and August 6, 2018, as supplemented by the East Nassau Stewardship District Engineers Report – First Addendum for Wildlight Village Phase 1, dated August 6, 2018, all prepared by England-Thims, & Miller, Inc., (collectively, the "Master Phase 1 Engineer's Report") which sets forth certain public capital improvements to be constructed, acquired, equipped and installed for the development of the approximately 641 gross acres of District Lands comprising Wildlight Village Phase 1 (the "Assessment Area"), which capital improvements are referred to as the "Wildlight Phase I CIP"; and

WHEREAS, the Board has previously approved the Master Special Assessment Methodology Report for the Wildlight Village Phase 1, dated December 14, 2017, and revised January 23, 2018, and July 30, 2018, as supplemented by the First Addendum to Master Special Assessment Methodology Report for the Wildlight Village Phase 1, dated August 6, 2018, all prepared by Wrathell, Hunt and Associates, LLC (collectively, the "Master Phase 1 Methodology Report"), setting forth the District's methodology for the allocation of special benefits and the apportionment of special assessment debt on assessable property within the Assessment Area resulting from the provision and funding of the Wildlight Phase I CIP; and

WHEREAS, the Wildlight Phase I CIP consists of certain capital improvements that will specially benefit all of the lands in the Assessment Area (the "Master Infrastructure Improvements") and certain other capital improvements that will specially benefit specific lands within the Assessment Area (the "Neighborhood Infrastructure Improvements"); and

WHEREAS, the Board duly adopted Resolution No. 2018-19 on September 20, 2018, declaring the levy and collection of the Benefit Special Assessments (as defined in the Master Indenture) pursuant to the Act and Chapter 170, Florida Statutes, indicating the location, nature and estimated cost of the Wildlight Phase I CIP, which cost is to be defrayed by the Benefit Special Assessments imposed on land within the Assessment Area, providing the portion of the estimated costs of the Wildlight Phase I CIP, to be defrayed by the Benefit Special Assessments imposed on land within the Assessment Area, providing the manner in which the Benefit Special Assessments will be made, providing when such Benefit Special Assessments shall be paid, designating the lands within the Assessment Area upon which the Benefit Special Assessments will be levied, and adopting a preliminary assessment roll; and

WHEREAS, the Board has approved the East Nassau Stewardship District Supplemental Engineers Report for Series 2018 Project, Wildlight Village Phase 1, dated October 18, 2018, prepared by England-Thims, & Miller, Inc., (the "Series 2018 Supplemental Engineer's Report" and, together with the Master Phase 1 Engineer's Report, the "Phase 1 Engineer's Report"), which sets forth the specific elements of the completed portions of the Master Infrastructure

Improvements included in the Wildlight Phase 1 CIP that are being constructed, acquired, equipped and installed as the "Series 2018 Project"; and

WHEREAS, the Series 2018 Project benefits all assessable land within the Assessment Area (the "Series 2018 Assessment Area") and does not include any Neighborhood Infrastructure Improvements; and

WHEREAS, the Board has approved the Supplemental Special Assessment Methodology Report for the Wildlight Village Phase 1, dated October 18, 2018, prepared by Wrathell, Hunt and Associates, LLC (the "Series 2018 Supplemental Methodology Report" and, together with the Master Phase 1 Methodology Report, the "Phase 1 Methodology Report"), setting forth the District's methodology for the allocation of special benefits and the apportionment of Benefit Special Assessments on assessable property within the Series 2018 Assessment Area (the "Series 2018 Special Assessments") resulting from the provision and funding of the Series 2018 Project; and

WHEREAS, the Board has determined that it would be in the best interest of the landowners of the District for the District to issue, and the District has determined to issue its Series 2018 Bonds (as defined herein) for the purpose of providing funds for a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Series 2018 Project; and

WHEREAS, the Series 2018 Bonds will be one series of the Bonds validated and confirmed by a final judgment of the Fourth Judicial Circuit Court in and for Nassau County, Florida, rendered on July 17, 2018; and

WHEREAS, payment of the debt service on the Series 2018 Bonds shall be primarily secured by the Series 2018 Special Assessments levied on the assessable lands within the Series 2018 Assessment Area, in the manner described in the Series 2018 Supplemental Methodology Report; and

WHEREAS, there has been submitted to this meeting with respect to the issuance and sale of the Series 2018 Bonds and submitted to the Board:

- (i) a form of Master Trust Indenture (the "Master Indenture") between U.S. Bank National Association (the "Trustee") and the District attached hereto as **Exhibit A**;
- (ii) a form of First Supplemental Trust Indenture between the Trustee and the District attached hereto as **Exhibit B** (the "First Supplemental Indenture" and together with the Master Indenture the "Indenture");
- (iii) a form of Bond Purchase Agreement with respect to the Series 2018 Bonds, among the District, and MBS Capital Market, LLC (the "Underwriter"), attached hereto as **Exhibit C** (the "Bond Purchase Agreement"), together with the form of a disclosure statement attached to the Bond Purchase Agreement in accordance with Section 218.385, Florida Statutes;

- (iv) a form of Preliminary Limited Offering Memorandum relating to the Series 2018 Bonds, attached hereto as **Exhibit D** (the "Preliminary Limited Offering Memorandum");
- (v) a form of Rule 15c2-12 Certificate of the District relating to the Preliminary Limited Offering Memorandum, attached hereto as **Exhibit E** (the "Rule 15c2-12 Certificate"); and
- (vi) a form of the Continuing Disclosure Agreement with respect to the Series 2018 Bonds (the "Continuing Disclosure Agreement") to be entered into among the District, Wildlight, LLC, as the sole landowner (the "Landowner), currently constituting an obligated person (as contemplated under the Continuing Disclosure Agreement), and the dissemination agent named therein, attached hereto as **Exhibit F**.
- (vii) the form of the True-Up Agreement with respect to the Series 2018 Special Assessments, to be entered into by the District and the Landowner, attached hereto as **Exhibit G** (the "True-Up Agreement);
- (viii) a form of the Completion Agreement with respect to the Series 2018 Project, to be entered into by the District and the Landowner, attached hereto as **Exhibit H** (the "Completion Agreement);
- (ix) a form of the Collateral Assignment to be entered into by the District and the Landowner, attached hereto as **Exhibit I** (the "Collateral Assignment); and
- (x) a form of the Declaration of Consent to be executed and delivered by the Landowner, attached hereto as **Exhibit J** (the "Declaration of Consent").

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of East Nassau Stewardship District, as follows:

Section 1. Authorization of Issuance of Series 2018 Bonds. There are hereby authorized and directed to be issued: the East Nassau Stewardship District (Nassau County, Florida) Special Assessment Revenue Bonds, Series 2018 (the "Series 2018 Bonds") for the purpose of providing funds to (i) pay a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Series 2018 Project, (ii) funding a deposit to the debt service reserve account for the Series 2018 Bonds, (iii) paying a portion of the interest coming due on the Series 2018 Bonds, and (iv) paying certain costs of issuance in respect of the Series 2018 Bonds. The Series 2018 Bonds shall be issued under and secured by the Master Indenture and the First Supplemental Indenture, the forms of which by reference are hereby incorporated into this Resolution as if set forth in full herein.

Section 2. Details of the Series 2018 Bonds. The District hereby determines that the Series 2018 Bonds shall mature in the amounts and at the times, shall bear interest at the rates, be redeemable at the redemption prices and as determined by the Chairman of the Board the District (the "Chairman") or any member of the Board designated by the Chairman (a "Designated

Member"), prior to sale of said Series 2018 Bonds, all in a manner consistent with the requirements of the Original Resolution and within the parameters set forth in Section 5 hereof.

Section 3. Master Indenture and First Supplemental Indenture. The District hereby approves the form of and authorizes the execution of the Master Indenture and the First Supplemental Indenture by the Chairman or any Designated Member and the Secretary or any Assistant Secretary of the Board (the "Secretary") and the delivery of the Master Indenture and First Supplemental Indenture in substantially the forms thereof attached hereto as **Exhibit A** and **Exhibit B**, respectively, with such changes therein as shall be approved by the Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the forms of Master Indenture and First Supplemental Indenture attached hereto.

Section 4. Negotiated Sale. The Series 2018 Bonds shall be sold by a negotiated sale to the Underwriter. It is hereby determined by the District that a negotiated sale of the Series 2018 Bonds to the Underwriter will best effectuate the purposes of the Act, is in the best interests of the District and is necessitated by, in general, the characteristics of the issues and prevailing market conditions and specifically, the following additional reasons:

(i) because of the complexity of the financing structure of the Series 2018 Bonds, including the pledge of Series 2018 Special Assessments as security for the Series 2018 Bonds, it is desirable to sell the Series 2018 Bonds pursuant to a negotiated sale so as to have underwriters involved from the outset of the financing to assist in these matters;

(ii) because of changing market conditions for tax-exempt bonds and the necessity of being able to adjust the terms of the Series 2018 Bonds, it is in the best interests of the District to sell the Series 2018 Bonds by a negotiated sale;

(iii) the Underwriter has participated in structuring the issuance of the Series 2018 Bonds and can assist the District in attempting to obtain the most attractive financing for the District;

(iv) the Series 2018 Bonds do not bear a credit rating and will be offered initially only to accredited investors within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder; and

(v) the District will not be adversely affected if the Series 2018 Bonds are not sold pursuant to a competitive sale.

Section 5. Bond Purchase Agreement. The District hereby approves the form of the Bond Purchase Agreement submitted by the Underwriter and attached as **Exhibit C** hereto, and the sale of the Series 2018 Bonds by the District upon the terms and conditions set forth in the Bond Purchase Agreement is hereby approved. The Chairman or a Designated Member are each hereby authorized, acting individually, to execute the Bond Purchase Agreement and to deliver the Bond Purchase Agreement to the Underwriter. The Bond Purchase Agreement shall be in substantially the form of the Bond Purchase Agreement attached hereto as **Exhibit C** with such changes, amendments, modifications, omissions and additions as may be approved by the Chairman or the Designated Member; provided, however,

(1) The Series 2018 Bonds shall be subject to optional redemption not later than May 1, 2032 at a redemption price equal to their par value, plus accrued interest to the redemption date;

(2) The interest rate on the Series 2018 Bonds shall not exceed the maximum rate of interest permitted by law;

(3) The aggregate principal amount of the Series 2018 Bonds shall not exceed \$11,000,000;

(4) The Series 2018 Bonds shall have a final maturity not later than May 1, 2049; and

(5) The price at which the Series 2018 Bonds shall be sold to the Underwriter shall not be less than 2% of the aggregate face amount of the Series 2018 Bonds, exclusive of original issue discount.

Execution by the Chairman or a Designated Member of the Bond Purchase Agreement shall be deemed to be conclusive evidence of approval of such changes.

Section 6. Preliminary Limited Offering Memorandum; Final Limited Offering Memorandum. The District hereby approves the form of the Preliminary Limited Offering Memorandum submitted to this meeting and attached hereto as **Exhibit D** and authorizes its distribution and use in connection with the limited offering for sale of the Series 2018 Bonds. The preparation of a final Limited Offering Memorandum relating to the Series 2018 Bonds (the "Limited Offering Memorandum") is hereby approved and the Chairman or any Designated Member is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the Series 2018 Bonds and, upon such award, to deliver the same to the Underwriter for its use in connection with the sale and distribution of the Series 2018 Bonds. The Limited Offering Memorandum shall be substantially in the form of the Preliminary Limited Offering Memorandum attached as **Exhibit D** hereto, with such changes as shall be approved by the Chairman or Designated Member as necessary to conform the details of the Series 2018 Bonds and such other insertions, modifications and changes as may be approved by the Chairman or Designated Member. The execution and delivery of the Limited Offering Memorandum by the Chairman or Designated Member shall constitute evidence of the approval thereof. The District hereby authorizes the use of the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the Series 2018 Bonds.

The Chairman is further authorized to deem the Preliminary Limited Offering Memorandum "final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, in the form as mailed, and in furtherance thereof to execute the Rule 15c2-12 Certificate evidencing the same substantially in the forms attached hereto as **Exhibit E**.

Section 7. Continuing Disclosure. The District hereby approves the form of and authorizes the execution and delivery of the Continuing Disclosure Agreement by the Chairman or a Designated Member substantially in the form presented to this meeting and attached hereto as **Exhibit F**, with such changes therein as shall be approved by the Chairman or Designated

Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Continuing Disclosure Agreement attached hereto. The Continuing Disclosure Agreement is being executed by the District to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Section 8. True-Up Agreement. The District hereby approves the form and authorizes the execution and delivery of the True-Up Agreement by the Chairman or a Designated Member substantially in the form presented to this meeting and attached hereto as **Exhibit G**, with such changes therein as shall be approved by the Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of True-Up Agreement attached hereto.

Section 9. Completion Agreement. The District hereby approves the form and authorizes the execution and delivery of the Completion Agreement by the Chairman or a Designated Member substantially in the form presented to this meeting and attached hereto as **Exhibit H**, with such changes therein as shall be approved by the Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Completion Agreement attached hereto.

Section 10. Collateral Assignment. The District hereby approves the form and authorizes the execution and delivery of the Collateral Assignment by the Chairman or a Designated Member substantially in the form presented to this meeting and attached hereto as **Exhibit I**, with such changes therein as shall be approved by the Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Collateral Assignment attached hereto.

Section 11. Declaration of Consent. The District hereby approves the form of the Declaration of Consent attached hereto as **Exhibit J**.

Section 12. Application of Bond Proceeds. The proceeds of the Series 2018 Bonds shall be applied in the manner required in the First Supplemental Indenture.

Section 13. Further Official Action; Ratification of Prior and Subsequent Acts. The Chairman, the Secretary and each member of the Board of Supervisors of the District and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments (including, without limitation, any documents required by the Trustee to evidence its rights and obligations with respect to the Series 2018 Bonds, any documents required in connection with implementation of a book-entry system of registration, and investment agreements relating to the investment of the proceeds of the Series 2018 Bonds and any agreements in connection with maintaining the exclusion of interest on the Series 2018 Bonds from gross income of the holders thereof) and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairman or the Secretary is unable to execute and deliver

the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. The Chairman or any Designated Member may, among other things, change the date of any document accompanying this Resolution as an exhibit. Execution by the Chairman or a Designated Member of such document shall be deemed to be conclusive evidence of approval of such change of date. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 14. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 15. Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

Section 16. Ratification of Prior Acts. All actions previously taken by or on behalf of the District in connection with the issuance of the Series 2018 Bonds are hereby authorized, ratified and confirmed.

Section 17. Public Meetings. It is hereby found and determined that all formal actions of the District concerning and relating to the adoption of this Resolution and the consummation of the transactions contemplated by this Resolution were adopted in open meetings of the District, and that all deliberations of the District that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

Section 18. Effective Date. This Resolution shall take effect immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE
FOLLOWS]

PASSED in Public Session of the Board of Supervisors of East Nassau Stewardship District, this 18th day of October, 2018.

**EAST NASSAU STEWARDSHIP
DISTRICT**

Attest:

Secretary, Board of Supervisors

Chairman, Board of Supervisors

SCHEDULE I

DESCRIPTION OF SERIES 2018 PROJECT

The Series 2018 Project includes, but is not limited to, the following improvements as described in the Series 2018 Supplemental Engineer's Report:

| Improvement Category | Master Infrastructure Improvement |
|---|--|
| Mobility Roads | \$2,300,000 |
| Local Roads | \$1,700,000 |
| Mobility/Public Trails | \$800,000 |
| Stormwater Management Facilities | \$1,175,000 |
| Utilities (Water Mains, Force Mains, Reclaim Mains, Services and Lift Stations) | \$2,850,000 |
| Street Lighting | \$150,000 |
| Landscaping/Irrigation | \$360,000 |
| SUBTOTAL | \$9,335,000 |
| Design, Engineering, Surveying & Permitting (12%) | \$1,120,200 |
| Construction Cost Contingency (15%) | \$1,400,250 |
| 2017 TOTAL | \$11,855,450 |

Source: East Nassau Stewardship District Supplemental Engineers Report for Series 2018 Project, Wildlight Village Phase 1, dated October 18, 2018, prepared by England-Thims, & Miller, Inc.

EXHIBIT A

FORM OF MASTER TRUST INDENTURE

MASTER TRUST INDENTURE

by and between

EAST NASSAU STEWARDSHIP DISTRICT

and

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

**Dated as of
November 1, 2018**

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS

| | | |
|--------------|----------------------------------|----|
| Section 101. | Meaning of Words and Terms | 3 |
| Section 102. | Rules of Construction | 14 |

ARTICLE II FORM, EXECUTION, DELIVERY AND DESIGNATION OF BONDS

| | | |
|--------------|---|----|
| Section 201. | Issuance of Bonds | 15 |
| Section 202. | Details of Bonds..... | 15 |
| Section 203. | Execution and Form of Bonds | 16 |
| Section 204. | Negotiability, Registration and Transfer of Bonds | 16 |
| Section 205. | Ownership of Bonds | 16 |
| Section 206. | Special Obligations | 17 |
| Section 207. | Authorization of Bonds..... | 17 |
| Section 208. | Temporary Bonds..... | 18 |
| Section 209. | Mutilated, Destroyed or Lost Bonds..... | 19 |
| Section 210. | Pari Passu Obligations Under Credit Agreements | 19 |
| Section 211. | Bond Anticipation Notes..... | 19 |
| Section 212. | Tax Status of Bonds..... | 20 |
| Section 213. | Qualification for the Depository Trust Company | 20 |

ARTICLE III REDEMPTION OF BONDS

| | | |
|--------------|---|----|
| Section 301. | Redemption Generally | 21 |
| Section 302. | Notice of Redemption; Procedure for Selection | 22 |
| Section 303. | Effect of Calling for Redemption | 23 |
| Section 304. | Cancellation | 23 |

ARTICLE IV ACQUISITION AND CONSTRUCTION FUND

| | | |
|--------------|--|----|
| Section 401. | Acquisition and Construction Fund | 23 |
| Section 402. | Payments From Acquisition and Construction Fund | 23 |
| Section 403. | Cost of Project..... | 24 |
| Section 404. | Disposition of Balances in Acquisition and Construction Fund | 25 |

ARTICLE V ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

| | | |
|--------------|---|----|
| Section 501. | Lien | 26 |
| Section 502. | Establishment of Funds and Accounts | 26 |

| | | |
|--------------|--|----|
| Section 503. | Acquisition and Construction Fund | 27 |
| Section 504. | Revenue Fund and Series Revenue Accounts..... | 28 |
| Section 505. | Debt Service Fund and Series Debt Service Account..... | 28 |
| Section 506. | Optional Redemption..... | 30 |
| Section 507. | Rebate Fund and Series Rebate Accounts | 32 |
| Section 508. | Investment of Funds and Accounts..... | 33 |
| Section 509. | Deficiencies and Surpluses in Funds | 34 |
| Section 510. | Investment Income..... | 34 |
| Section 511. | Cancellation of the Bonds..... | 35 |

ARTICLE VI
CONCERNING THE TRUSTEE

| | | |
|--------------|--|----|
| Section 601. | Acceptance of Trust..... | 35 |
| Section 602. | No Responsibility for Recitals..... | 35 |
| Section 603. | Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Gross Negligence..... | 35 |
| Section 604. | Compensation and Indemnity | 36 |
| Section 605. | No Duty to Renew Insurance..... | 36 |
| Section 606. | Notice of Default; Right to Investigate..... | 36 |
| Section 607. | Obligation to Act on Default..... | 37 |
| Section 608. | Reliance by Trustee..... | 37 |
| Section 609. | Trustee May Deal in Bonds | 37 |
| Section 610. | Construction of Ambiguous Provision..... | 37 |
| Section 611. | Resignation of Trustee | 37 |
| Section 612. | Removal of Trustee..... | 37 |
| Section 613. | Appointment of Successor Trustee | 38 |
| Section 614. | Qualification of Successor Trustee | 38 |
| Section 615. | Instruments of Succession..... | 38 |
| Section 616. | Merger of Trustee | 39 |
| Section 617. | Resignation of Paying Agent or Bond Registrar..... | 39 |
| Section 618. | Removal of Paying Agent or Bond Registrar | 39 |
| Section 619. | Appointment of Successor Paying Agent or Bond Registrar | 39 |
| Section 620. | Qualifications of Successor Paying Agent or Bond Registrar | 40 |
| Section 621. | Acceptance of Duties by Successor Paying Agent or Bond Registrar..... | 40 |
| Section 622. | Successor by Merger or Consolidation..... | 40 |
| Section 623. | Brokerage Statements | 40 |
| Section 624. | Patriot Act Requirements of the Trustee..... | 40 |

ARTICLE VII
FUNDS CONSTITUTE TRUST FUNDS

| | | |
|--------------|-------------------|----|
| Section 701. | Trust Funds | 41 |
|--------------|-------------------|----|

ARTICLE VIII
COVENANTS AND AGREEMENTS OF THE DISTRICT

| | | |
|--------------|---|----|
| Section 801. | Payment of Bonds | 41 |
| Section 802. | Extension of Payment of Bonds..... | 41 |
| Section 803. | Further Assurance | 42 |
| Section 804. | Power to Issue Bonds and Create a Lien | 42 |
| Section 805. | Power to Undertake Series Projects and to Collect Pledged Revenue..... | 42 |
| Section 806. | Sale of Series Projects..... | 42 |
| Section 807. | Completion and Maintenance of Series Projects | 43 |
| Section 808. | Reports | 43 |
| Section 809. | Arbitrage and Other Tax Covenants | 44 |
| Section 810. | Enforcement of Payment of Assessment | 44 |
| Section 811. | Method of Collection of Assessments and Benefit Special Assessments..... | 44 |
| Section 812. | Delinquent Assessments | 44 |
| Section 813. | Deposit of Proceeds from Sale of Tax Certificates..... | 45 |
| Section 814. | Sale of Tax Deed or Foreclosure of Assessment or Benefit Special Assessment Lien | 45 |
| Section 815. | Other Obligations Payable from Assessments or Benefit Special Assessments | 45 |
| Section 816. | Re-Assessments | 46 |
| Section 817. | General..... | 46 |
| Section 818. | Secondary Market Disclosure | 46 |

ARTICLE IX
EVENTS OF DEFAULT AND REMEDIES

| | | |
|--------------|--|----|
| Section 901. | Extension of Interest Payment | 47 |
| Section 902. | Events of Default | 47 |
| Section 903. | Acceleration of Maturities of Bonds of a Series Under Certain Circumstances | 48 |
| Section 904. | Enforcement of Remedies..... | 49 |
| Section 905. | Pro Rata Application of Funds Among Owners of a Series of Bonds..... | 50 |
| Section 906. | Effect of Discontinuance of Proceedings..... | 51 |
| Section 907. | Restriction on Individual Owner Actions | 52 |
| Section 908. | No Remedy Exclusive..... | 52 |
| Section 909. | Delay Not a Waiver | 52 |
| Section 910. | Right to Enforce Payment of Bonds | 52 |
| Section 911. | No Cross Default Among Series..... | 52 |
| Section 912. | Indemnification..... | 52 |
| Section 913. | Provision Relating to Bankruptcy or Insolvency of Landowner | 52 |

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..... | 54 |
|---------------|---|----|

| | |
|-------------------------------------|----|
| Section 1002. Deposit of Bonds..... | 55 |
|-------------------------------------|----|

ARTICLE XI
SUPPLEMENTAL INDENTURES

| | |
|---|----|
| Section 1101. Supplemental Indentures..... | 55 |
| Section 1102. Supplemental Indentures With Owner Consent..... | 56 |
| Section 1103. Opinion of Bond Counsel With Respect to Supplemental Indenture | 57 |
| Section 1104. Supplemental Indenture Part of Indenture | 57 |
| Section 1105. Insurer or Issuer of a Credit or Liquidity Facility as Owner of Bonds | 57 |

ARTICLE XII
DEFEASANCE

| | |
|---|----|
| Section 1201. Defeasance and Discharge of the Lien of this Master Indenture and Supplemental Indentures..... | 58 |
| Section 1202. Moneys Held in Escrow | 61 |

ARTICLE XIII
MISCELLANEOUS PROVISIONS

| | |
|---|----|
| Section 1301. Effect of Covenant | 61 |
| Section 1302. Manner of Giving Notice to the District and the Trustee | 62 |
| Section 1303. Manner of Giving Notice to the Owners..... | 62 |
| Section 1304. Successorship of District Officers | 62 |
| Section 1305. Inconsistent Provisions | 63 |
| Section 1306. Further Acts; Counterparts..... | 63 |
| Section 1307. Headings Not Part of Indenture | 63 |
| Section 1308. Effect of Partial Invalidity | 63 |
| Section 1309. Attorneys' Fees..... | 63 |
| Section 1310. Effective Date | 63 |

EXHIBIT A - FORM OF REQUISITION

MASTER TRUST INDENTURE

THIS MASTER TRUST INDENTURE, dated as of November 1, 2018, by and between **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special and limited purpose independent special district unit of local government organized and existing under the laws of the State of Florida (the "District"), and **U.S. BANK NATIONAL ASSOCIATION**, as trustee (the "Trustee"), a national banking association having the authority to exercise corporate trust powers of the type set forth herein, with its designated corporate trust office located at 550 West Cypress Creek Road, Suite 380, Fort Lauderdale, Florida 33309, Attention: Corporate Trust.

WHEREAS, the District is a special and limited purpose independent special district unit of local government duly organized and existing under the provisions of the East Nassau Stewardship District Act, Chapter 2017-206, Florida Statutes, as amended (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 to levy and collect special assessments therefor as provided in the Act and Chapter 170, Florida Statutes, as amended, and to levy and collect user charges and fees therefor as provided in the Act; and

WHEREAS, additionally, the District has the power and authority under Act to levy and collect Benefit Special 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 (hereafter 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 that portion of the District all of which is located in Nassau County, Florida; and

WHEREAS, the execution and delivery of the Bonds and of this Master Indenture have been duly authorized by the Governing Body 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 (hereafter defined) by the Owners (hereafter defined), and of the sum of ten dollars (\$10.00), lawful money of the United States of America, to its 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 (hereafter 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: (i) the Pledged Revenues (hereinafter defined) and Pledged Funds (hereinafter defined); and (ii) 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 (hereafter 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 (a) that 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) that the Trust Estate shall immediately be subject to the lien of this pledge and assignment without any physical delivery thereof or further act, (c) that 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) that the Bonds of a Series are to be issued, authenticated and delivered, and that 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 except amounts on deposit in 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 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 Bond as of such date shall be the amount determined by compounding the Accreted Value of such 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 three hundred sixty (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) one hundred eighty (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 East Nassau Stewardship District Act, Chapter 2017-206, Florida Statutes, as amended, as amended from time to time.

"**Additional Bonds**" shall mean Bonds of a Series authenticated and delivered pursuant to the terms of a Supplemental Indenture providing for the issuance of pari passu Additional Bonds of such Series.

"**Additional Series Project**" shall mean the acquisition and/or construction of any additions, extensions, improvements and betterments to and reconstructions of a Series Project to be financed, in whole or in part, from the proceeds of any Subordinate Debt.

"**Amortization Installments**" shall mean the moneys required to be deposited in a Series Redemption 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 the Act as amended from time to time, together with the applicable interest specified by resolution adopted by the Governing Body, the interest specified in Chapter 170, Florida Statutes, as amended, 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.

"**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 the Depository Trust Company 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 6(12)(b) of the Act, as amended from time to time, 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 the bond anticipation notes authorized in Section 211 hereof, issued by the District in anticipation of the sale of a 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" or **"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 registry of the District reflecting the names, addresses, and other identifying information of 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 [_____] in each year and ending on the last day of [_____] 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 a Series Project to be funded by such Series, all or part of such interest which will be paid, or is expected to be paid, from the proceeds of such Series.

"Capitalized Interest Account" shall mean any Capitalized Interest Account to be established within a Series Debt Service Account by Supplemental Indenture with respect to any Series of Bonds issued under this Master Indenture, as authorized pursuant to this Master Indenture.

"Chairman" shall mean the 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 Engineers" 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.

"Cost" as applied to a Series Project or Additional 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 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 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 or Additional Series installed Project shall mean: (i) 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 (ii) 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 or Maintenance Special 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 East Nassau Stewardship District a special and limited purpose independent special district established pursuant to the Act or any successor thereto which succeeds to the obligations of the District hereunder.

"**Engineers' Certificate**" shall mean a certificate of the Consulting Engineers 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.

"**Federal Securities**" shall mean, to the extent permitted by law for investment as contemplated in this Master Indenture and any Supplemental Indenture, (i) Government Obligations, (ii) 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, (iii) certificates of ownership of the principal or interest of Government Obligations, which Government Obligations are held in trust and (iv) investment agreements at least 100% collateralized by obligations described in clauses (i), (ii) or (iii) 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 created hereunder, except the Rebate Fund.

"**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 Notes or Bonds, mean and includes any of the following securities, if and to the extent that such securities are legal investments for funds of the District;

- (i) Government Obligations;

(ii) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies or such other government - sponsored agencies which may presently exist or be hereafter created; provided that, such bonds, debentures, notes or other evidences of indebtedness are fully guaranteed as to both principal and interest by the United States of America; Bank for Cooperatives; Federal Intermediate Credit Banks; Federal Financing Bank; Federal Home Loan Bank System; Export-Import Bank of the United States; Farmers Home Administration; Small Business Administration; Inter-American Development Bank; International Bank for Reconstruction and Development; Federal Land Banks; the Federal National Mortgage Association; the Government National Mortgage Association; the Tennessee Valley Authority; or the Washington Metropolitan Area Transit Authority;

(iii) Direct and general obligations of any state of the United States, to 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;

(iv) Negotiable or non-negotiable certificates of deposit, Time Deposits or other similar banking arrangements issued by any bank or trust company, including the Trustee, or any federal savings and loan association, the deposits of which are insured by the Federal Deposit Insurance Corporation (including the FDIC's Savings Association Insurance Fund), which securities, to the extent that the principal thereof exceeds the maximum amount insurable by the Federal Deposit Insurance Corporation and, therefore, are not so insured, shall be fully secured to the extent permitted by law as to principal and interest by the securities listed in subsection (i), (ii) or (iii) above; provided, however, that with respect to securities used to secure securities hereunder, in addition to direct and general obligations of any political subdivision or instrumentality of any such state, to the payment of the principal of and interest on which the full faith and credit of such subdivision or instrumentality is pledged if such obligations are initially rated in one of the three highest rating categories without regard to gradations within any such categories by either S&P or Moody's; provided, further that

(v) Bank or broker repurchase agreements fully secured by securities specified in (i) or (ii) 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;

(vi) 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;

(vii) Any short term government fund or any money market fund whose assets consist of (i), (ii) and (iii) above;

(viii) Commercial paper which at the time of purchase is rated in the highest rating category without regard to gradations with such category by either S&P or Moody's;

(ix) (A) 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, and (B) 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;

(x) deposits, Federal funds or bankers' acceptances (with term to maturity of 270 days or less) of any bank, including the Trustee Bank, which, at the time of deposit, has an unsecured, uninsured and unguaranteed obligation rated in one of the top two rating categories by both Moody's and S&P; and

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

The Trustee shall be entitled to rely that any investment direction by an Authorized Officer of the Issuer is permitted hereunder 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 a Series of Bonds 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.

"Maintenance Special Assessments" shall mean assessments described in Section 2(2)(r) 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:

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

(ii) 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;

(iii) 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

(iv) 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 of this Master Indenture.

"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. Prepayments shall not include any interest paid on such Assessments.

"Principal and Interest Requirement" shall mean with respect to a Series of Bonds, the respective amounts which are required in each Bond Year to provide (less any amounts already on deposit in the applicable funds and accounts held under the related Series Trust Estate):

(i) for paying the interest on all Bonds of such Series then Outstanding which is payable in such Bond Year;

(ii) for paying the principal or Maturity Amount of all Serial Bonds of such Series then Outstanding which is payable in such Bond Year; and

(iii) the Amortization Installments on the Term Bonds of such Series of Bonds, if any, payable in such Bond Year.

"Property Appraiser" shall mean the Property Appraiser of Nassau 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 Outstanding Bonds.

"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.

"**S&P**" shall mean S&P Global Ratings, a division of McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and its assigns, and, if such corporation 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 each Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"**Series Debt Service Account**" shall mean the account with respect to a Series of Bonds established within the Debt Service Fund so designated in and created pursuant to Section 502 hereof.

"**Series Interest Account**" shall mean the account with respect to a Series of Bonds established within the Debt Service Fund so designated in, and created pursuant to, Section 502 hereof.

"**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 Principal Account**" shall mean the account with respect to a Series of Bonds established within the Debt Service Fund so designated in, and created pursuant to, Section 502 hereof.

"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 in 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 so designated in, and created pursuant to, Section 502 hereof.

"Series Reserve Account" shall mean the Reserve Account for the Series of Bonds, if any, established in the Reserve Fund by Supplemental Indenture in an amount equal to the Series Reserve Account Requirement for such Series of Bonds.

"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 each 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) Maximum Annual Debt Service Requirement for all Outstanding Bonds of such Series, (B) 125% of the average annual debt service for all Outstanding Bonds of such Series, or (C) the aggregate of 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: (1) 110% of the daily average interest rate on such Variable Rate Bonds during the 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 (2) 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 Revenue Account for a Series of Bonds established in the Revenue Fund by Supplemental Indenture for such Series of Bonds.

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

"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.

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

"**Tax Collector**" shall mean the Tax Collector of Nassau 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.

"**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 of Florida 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 Florida 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 National Association with its designated office in Orlando, 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 Special 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.

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

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 Florida 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 of this Article. 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, as may be provided in such Supplemental Indenture, and 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 and/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

Orlando, Florida; provided, however there shall be no need to present if the Bonds are held under DTC's book-entry only system. 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, or, if less than such amount, all of the Outstanding Bonds of a Series, in aggregate principal amount of the Bonds). 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, or bear the facsimile signature of 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 the Bonds. 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 transfer 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 of Florida, 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 of Florida.

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 Florida. 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. 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 Project or Projects or refunding an Outstanding Series of Bonds or any portion thereof; (ii) depositing the Series Reserve Account Requirement to the Series Reserve Account for such Series of Bonds; (iii) paying the costs and expenses of issuing such Series of Bonds and (iv) undertaking other acts permitted by the Act.

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 not Taxable 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 their initial purchasers.

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 or Vice Chairman of the District.

Payment to the Trustee of the purchase price of a Series of Bonds upon its issuance shall be conclusive evidence upon which the Trustee can rely of satisfaction of the foregoing conditions.

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 Interest Account;

(ii) an amount equal to the Series Reserve Account Requirement, if applicable, 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. Temporary Bonds. Pending delivery of definitive Bonds, there may be executed, authenticated, and delivered to the Owners thereof, in lieu of definitive Bonds and subject to the same limitations and conditions except as to identifying numbers, temporary printed, engraved, lithographed or typewritten Bonds in Authorized Denominations, substantially of the tenor set forth in the Bond form to be set forth in the Supplemental Indenture authorizing such Series of Bonds. The District shall cause definitive Bonds to be prepared and to be

executed, endorsed, registered and delivered to the Trustee, and the Trustee, upon presentation to it of any temporary Bond, shall cancel the same or cause the same to be canceled and cause to be authenticated and delivered, in exchange therefor, at the place designated by the Owner, without expense to the Owner, definitive Bonds of the same Series and in the same aggregate principal amount, maturing on the same date and bearing interest or yield to maturity at the same rate as the temporary Bond surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits of this Master Indenture and any Supplemental Indenture as the definitive Bonds to be issued hereunder.

Section 209. Mutilated, Destroyed or Lost Bonds. If any Bonds become mutilated or destroyed or lost, the District may cause to be executed, and the District may cause to be 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 210. Pari Passu 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 *pari passu* 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 211. 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. 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 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 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 212. Tax Status of Bonds. Any Series of Bonds issued under this Master Indenture either (i) may be issued as Tax Exempt Bonds, or (ii) may be issued as 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.

Section 213. Qualification for the Depository Trust Company. To the extent provided in a Supplemental Indenture or authorized and directed by a Resolution of the District authorizing the issuance of a Series of Bonds, the Trustee shall be authorized to enter into agreements with The Depository Trust Company, New York, New York ("DTC") and other depository trust companies, including, but not limited to, agreements necessary for wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC, and other depository trust companies in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC and other depository trust companies (or any of their designees identified to the Trustee) by overnight delivery, courier service, telegram, telecopy or other similar means of communication.

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

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

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

The Bonds registered in the name of Cede & Co. shall initially be issued in the form of one fully registered Bond for each maturity of each Series registered in the name of Cede & Co. and shall be held in such form until maturity. Individuals may purchase beneficial interests in

Authorized Denominations in book-entry-only form, without certificated Bonds, through DTC Participants and Indirect Participants.

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

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

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

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 any one maturity of a Series shall be called for redemption, the particular Bonds of a 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 hereafter 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.

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 so to be redeemed. Except as provided below, 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 the 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: (i) 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); (ii) the CUSIP numbers of all Bonds being redeemed; (iii) in the case of a partial redemption of Bonds, the principal amount of each Bond being redeemed; (iv) the date of issue of each Bond as originally issued and the complete official name of the Bonds including the series designation; (v) the rate or rates of interest borne by each Bond being redeemed; (vi) the maturity date of each Bond being

redeemed; (vii) the place or places where amounts due upon such redemption will be payable; and (viii) 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. CUSIP number identification with appropriate dollar amounts for each CUSIP number also shall accompany all redemption payments.

Any required notice of redemption also shall 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 EMMA or the then current repositories established by the MSRB, 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 and conditions, if any, to redemption being satisfied or waived, 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.

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 to the credit of the Series Acquisition and Construction Accounts there shall be deposited 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 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 Project. For the purposes of this Master Indenture, the Cost of the 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 Florida 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 and Liquidity Facility fees and costs, attorneys' fees, underwriting fees and discounts, the Trustee's acceptance fees, expenses and 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 Interest Account or 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 or 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 Capitalized Interest Account or 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 Acquisition and Construction Account, together with earnings thereon will be sufficient to complete the related Series Project which is to be funded from such 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 the Series Project or which are necessary or convenient to acquire, install and construct the 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 the Series Project, and including without limitation costs incident to the award of contracts.

(e) ***Other Professional Fees and Miscellaneous Expenses.*** 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 the Series Project.

- (i) Expenses of determining the feasibility or practicality of acquisition, construction, installation, or reconstruction.
- (ii) Costs of surveys, estimates, plans and specifications.
- (iii) Costs of improvements.
- (iv) Financing charges.
- (v) Creation of initial reserve and debt service funds.
- (vi) Working capital.
- (vii) Amounts to repay temporary or bond anticipation notes or loans made to finance any costs permitted under the Act.
- (viii) 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.
- (ix) 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.
- (x) Expenses of Project management and supervision.
- (xi) Costs of effecting compliance with any and all governmental permits relating to the Series Project.
- (xii) 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 Redemption Account

or as otherwise provided in the Supplemental Indenture, and used for the purposes set forth for such Account 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 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 and Accounts. The following funds and accounts 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 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 issued hereunder;

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

- (i) a Series Interest Account,
- (ii) a Series Principal Account,
- (iii) a Series Sinking Fund Account,

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

(v) a Capitalized Interest Account

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 Series Accounts or dispense with the Series 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 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; and

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

Amounts in such Acquisition and Construction Account shall be applied to the Cost of the Series Project; provided, however, that if any amounts remain in the Acquisition and Construction Account after the Date of Completion, and if such amounts are not reserved for payment of any remaining part of the Cost of the Series Project, such amounts shall be applied in the manner set forth in Section 404 above.

(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 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 the accuracy or validity of the items delivered pursuant to this Section 503(b).

(c) **Inspection.** All requisitions and certificates received by the Trustee pursuant to this Article 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 any Bonds of the related Series, and the agents and representatives thereof.

(d) **Completion of Series Project.** On the Date of Completion, the balance in the 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.

Section 504. Revenue Fund and Series Revenue Accounts. 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 of all such Pledged Revenues (except Prepayments which shall be identified as such and deposited into the Prepayment Account), when received, into the related Series Revenue Account and to immediately deposit all Prepayments, when received, into the related Series Redemption Account, unless otherwise provided for in the Supplemental Indenture relating to a Series of Bonds.

Section 505. Debt Service Fund and Series Debt Service Account.

(a) **Principal, Maturity Amount, Interest and Amortization Installments.** 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 credit of 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 credit of the Series Reserve Account, an amount, if any, which, together with the amount then on deposit therein, will equal the Series Reserve Account Requirement; and

(vi) to the credit of 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, 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 Serial Bonds payable in such Bond Year, the Maturity Amount of all Capital Appreciation Bonds due in such Bond Year and the Amortization Installment required to be paid into the Series Redemption Account in such Bond Year, and (ii) any amounts remain in the Series Revenue Account, 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 Redemption Account.

(c) Series Reserve Account. Moneys held for the credit of a Series Reserve Account shall be used for the purpose of paying (i) 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 and (ii) amounts owed under Section 604 hereof.

(d) **Series Debt Service Account.** Moneys held for the credit of a Series Principal Account and Series Interest 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 to redeem Term Bonds of such Series that are subject to mandatory redemption from Amortization Installments, as the case may be.

(e) **Series Redemption Account.** Moneys representing Prepayments on deposit in a Series Redemption Account 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 or 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. 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 Series 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 to the aggregate principal amount of all Series 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. 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 Principal 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 Principal 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: (i) stating that sufficient moneys are on deposit in the Redemption Account to pay the purchase price of such Bonds; (ii) setting forth the amounts and maturities of Bonds of such Series which are to be redeemed from such amounts; and (iii) containing cash flows which demonstrate that, after giving effect to the purchase of Bonds in the amounts and maturities set forth in clause (ii) 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 Principal 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 next preceding sentence from amounts on deposit in the related Series Principal Account and the Trustee may transfer moneys from the related Series Revenue Account to the related Series Principal 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: (i) stating that sufficient moneys are on deposit in the Series Principal 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; (ii) 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 (iii) containing cash flow 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 (ii) 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 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 Installment 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 Bond.

Section 507. Rebate Fund and Series Rebate Accounts.

(a) **Creation.** There is hereby created and established 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, the District shall pay, from any legally available source, the amount of any such deficiency to the United States as in

paragraph (b) above provided the Trustee shall have no obligation to pay such amounts 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 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 Series Accounts shall be invested as hereinafter in this Section 508 provided.

(a) ***Series Acquisition and Construction Account, Revenue Account and Debt Service Account.*** Moneys held for the credit of a Series Acquisition and Construction Account, the Series Revenue Account, and the 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 Series 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 (1) in the case of an obligation purchased at a premium by deducting the product thus obtained from the purchase price, and (2) 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. For purposes of this Section: (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 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 applicable 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 Redemption Account or the Series Principal Account.

Section 510. Investment Income. Unless provided otherwise in a Supplemental Indenture, earnings on Investments in a Series Acquisition and Construction Account, a Series

Interest Account and a Series Revenue Account shall be deposited, as realized, to the credit of such Series Account and used for the purpose of such Account. Unless provided in a Supplemental Indenture, earnings on investments in a Series Principal Account and Redemption Account shall be deposited, as realized, to the credit of such Series Interest Account and used for the purpose of such Account.

Earnings on investments in a Series Reserve Account shall unless otherwise therein 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, as realized, in the Series Revenue Account.

(b) if as of the last date on which amounts on deposit in the Series Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 509 above) in the Series Reserve Account, 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 deposited to the credit of 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 the 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 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, 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 whatever 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 Florida 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 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 and payable to the District other than moneys from a Credit Facility or a Liquidity Facility. This provision 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 of 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 Events of Default of which the Trustee has actual knowledge, unless such defaults have been remedied 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 a 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 25% in aggregate principal amount of the Outstanding Bonds. 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, 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 Bond Register 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 as to which Event of Default exists and filed with the Trustee and the District.

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 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 Bond Register, 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 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. 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 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 resulting from any merger or consolidation 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 continuing to act as Trustee hereunder shall meet the requirements of Section 614 hereof, and if such corporation 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 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 the 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 with the Trustee, an instrument or instruments in writing executed by an Authorized Officer appointing a successor. Such removal shall be effective thirty (30) days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Paying Agent or 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 (i) shall be a commercial bank or trust company (a) duly organized under the laws of the United States or any state or territory thereof, (b) authorized by law to perform all the duties imposed upon it by this Master Indenture, and (c) capable of meeting its obligations hereunder, and (ii) shall 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 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 into which any Paying Agent or Bond Registrar hereunder may be merged or converted 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 resulting from any merger or consolidation 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 Series Funds or Accounts for the benefit of a Series of Bonds shall:

(a) be used only for the purposes and in the manner herein and in the Supplemental Indenture relating to such Series of Bonds provided 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 Accounts in the Rebate Fund;

(c) be held and accounted for separate and apart from all other Funds and Accounts, including Series 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 pari passu obligations to issuers of Credit 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 pari passu obligations to issuers of Credit 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) 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 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 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 Revenue. 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: (i) 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 (ii) 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 deposited to the credit of the related Series Principal Account. 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 Engineers shall in writing approve such sale or lease; 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 deposited to the credit of the related Series Principal Account or Redemption Account.

Notwithstanding the foregoing, the District may: (i) 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 (ii) 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 (iii) 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. Reports.

(a) **Annual Report.** The District shall, within thirty 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: (a) 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 (b) 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 book-entry Bonds) of more than \$1,000,000 aggregate principal amount of any Series of Bonds who requests such information in writing to the District.

(b) **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 at the designated corporate trust office of the Trustee upon the giving of at least five (5) days advance written notice to the Trustee.

(c) **Reports Pursuant to Uniform Special District Accountability Act of 1989.** The District covenants and agrees that it will comply with the provisions of Chapter 189.401 et seq., Florida Statutes, as amended, 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 the Tax Exempt Bonds to become "arbitrage bonds" as defined in Section 148 of the Internal Revenue Code of 1986. 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 Internal Revenue Code of 1986) 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 that Rebate Amount at the time and place required by this Master Indenture and any Supplemental Indenture, including any covenants regarding the tax-exempt status of the Bonds contained therein.

Section 810. Enforcement of Payment of Assessment. 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 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 Assessment in accordance with applicable Florida 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 Assessments, shall be enforced in accordance with the provisions of the Act and Chapters 170 and/or 197, Florida Statutes, including but not limited to the sale of tax certificates and tax deed as regards such Delinquent Assessment. In the event the provisions of Chapter 197, Florida Statutes, are inapplicable or unavailable, then upon the delinquency of any Assessment or Benefit Special Assessments, 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 Outstanding Bonds of the Series, 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 Chapter 173, 170 and Section 6(17) of the Act, 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, 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 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, 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 Assessment or Benefit Special Assessment, 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 Outstanding Bonds of such Series.

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 Florida law.

Section 816. Re-Assessments. If any Assessments or Benefit Special Assessments 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 Assessments or Benefit Special Assessments is so irregular or defective that it cannot be enforced or collected, or if the District shall have omitted to make such Assessments or Benefit Special Assessments when it might have done so, the District shall either: (i) 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 (ii) 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 the issue of such Series of Bonds shall be within every debt and other limit prescribed by the laws of the State of Florida 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 Bondholders may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Master Indenture and any Supplemental Indenture. 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 benefitted 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. Secondary Market Disclosure. The District covenants and agrees with the Owners, from time to time, of the Bonds issued hereunder to make best efforts to provide, or cause to be provided, on a timely basis, all appropriate information repositories such information and documents as shall be required by applicable law to enable Owners to purchase and resell the Bonds issued, from time to time, hereunder. For purposes of complying with the above-described provision, the District may rely on an opinion of counsel which is familiar with disclosure of information relating to municipal securities. Nothing herein shall, however, require the District to provide disclosure in order to enable the purchaser of a security in a "private placement transaction" within the meaning of applicable securities laws, to offer or re-sell such security in other than a "private placement transaction. All financial statements provided to a

repository shall be in accordance with generally accepted governmental accounting principles and shall be provided to such repository as soon as practicable after the same becomes available. The financial statements shall contain such information as shall be customary for local governments, such as the District. Nothing in this Section 818 is intended to impose upon the District, and this Section 818 shall not be construed as imposing upon the District, any disclosure obligations beyond those imposed by applicable law. Failure to comply with the provisions of this Section 818 shall not constitute an Event of Default hereunder, but instead shall be enforceable by mandamus, injunction or any other means of specific performance.

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 all Bonds 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 a related Series Project;
- (d) The District is adjudged insolvent by a court of competent jurisdiction, or is adjudged a 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) The Trustee is authorized to withdraw funds from a Series Reserve Account in an amount greater than twenty-five percent (25%) of the applicable Series Reserve Account Requirement to pay debt service on such Series of Bonds (regardless of whether the Trustee does or does not, per the direction of the Majority Owners, actually withdraw such funds from such Series Reserve Account to pay debt service on such Series of Bonds) and any such amount withdrawn is not replenished within ninety (90) days of the date of such withdrawal;

(h) Material breach by the District of any material covenant made by it in the Indenture securing a Series of Bonds, whether or not notice of such breach has been given; and

(i) More than twenty percent (20%) of the operation and maintenance assessments levied by the District on tax parcels subject to Assessments pledged to a Series of Bonds are not paid by the date such are due and payable.

(j) The District shall default in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in the Bonds or herein or in the Supplemental Indenture on the part of the District to be performed (other than a default in the payment of Debt Service on the 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 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 per centum (10%) in aggregate principal amount of the Bonds then Outstanding.

Section 903. Acceleration of Maturities of Bonds of a Series Under Certain Circumstances. Upon the happening and continuance of any Event of Default specified Section 902 above with respect to a Series of Bonds, the Trustee shall, upon written direction of the Majority Owners of such Series then Outstanding, by a notice in writing to the District, declare the aggregate principal amount of all of the Bond 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 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, 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) shall have been remedied, then the Trustee or, if the Trustee is unable or unwilling to act, the Majority Owners of such Series then Outstanding not then due except by virtue of a declaration under this Section, 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 Florida 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: (1) an Event of Default shall have occurred and is continuing; (2) the Majority Owners of such Series Outstanding have requested the Trustee, in writing, to exercise the powers granted in this first paragraph of this Section 904 or to pursue such remedy in its or their name or names; (3) the Trustee has been offered indemnity satisfactory to it against costs, expenses and liabilities reasonably anticipated to be incurred; (4) 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 (5) no direction inconsistent with such request has been given to the Trustee during such 60-day period by the Majority Owners of such Series Outstanding. The provisions of this 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 and the second paragraph of this Section 904. No one or more Owner of such Series of Bonds shall have any right in any manner whatever 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 Maintenance Special Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, including Delinquent Direct Maintenance Special 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 (i) 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 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 (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

Section 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 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 of this Article, 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 of this Article, 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 of this Article, and if such declaration shall thereafter have been rescinded and annulled pursuant to the provisions of Section 903 of this Article, 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 of this Article, 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 are in all respects subject to the provisions of Section 901 of this Article.

Whenever moneys are to be applied pursuant to this Section, 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 of the Bonds shall have any right in any manner whatever 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 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. Provision 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 subject to at least five percent (5%) of the Assessments

pledged to the Bonds of a Series 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 seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds of a Series 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 Outstanding, the Outstanding Bonds of a Series or any rights of the Trustee under the Indenture (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Bonds of a Series Outstanding, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following 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 Outstanding, the Bonds of a Series Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(iii) the District hereby agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Bonds of a Series Outstanding, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following 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, 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 Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale

procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) the District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the District's claim and rights with respect to the Assessments relating to the Bonds of a Series Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Assessments pledged to the Bonds of a Series Outstanding, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

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) Notwithstanding the provisions of the immediately preceding paragraphs, nothing in this Section shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Maintenance Special Assessments, and the District shall be free to pursue such a claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for Maintenance Special 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 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 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 (unless such Bond is held by DTC under its book-entry only system).

ARTICLE XI SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures. Without Owners' 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 of a Series; 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 of a Series 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 Outstanding Bonds; or
- (f) to make such changes as may be necessary in order to reflect amendments to the Act and/or Chapters 170, 197 and 298, or other Florida Statutes, so long as, in the opinion of counsel to the District, such changes either: (a) do not have a material adverse effect on the Owners of each Series of Bonds to which such changes relate; or (b) 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 the Bonds Outstanding, upon which opinion the Trustee may conclusively rely.

Section 1102. Supplemental Indentures With Owner Consent. Subject to the provisions contained in this Section, and not otherwise, the Majority Owners 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,

- (a) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond;
- (b) a reduction in the principal, premium, or interest on any Bond;
- (c) a preference or priority of any Bond over any other Bond; or
- (d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture.

In addition to the foregoing, the Majority Owners of any Series 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,

- (a) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond of such Series;
- (b) a reduction in the principal, premium, or interest on any Bond of such Series;
- (c) a preference or priority of any Bond of such Series over any other Bond of such Series; or
- (d) a reduction in the aggregate principal amount of the Bonds of such Series required for consent to such indenture supplemental to the Supplemental Indenture.

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 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.

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 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 indenture supplemental to a Supplemental Indenture, no such indenture shall be effective unless and until there shall have been delivered to the Trustee the 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 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.

Section 1105. Insurer or Issuer of a Credit or Liquidity Facility as Owner of Bonds. As long as a Credit or Liquidity Facility securing all or a portion of the Bonds of a Series Outstanding is in effect and the issuer thereof is not in default of any of its obligations under such Credit or Liquidity Facility, as the case may be, the issuer of the Credit 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 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 Series at the time 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. Notwithstanding the foregoing, neither an Insurer nor the issuer of a Credit 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 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 any Letter of Credit Agreement and any Liquidity Agreement 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 Outstanding Bonds 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 escrow 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. All Outstanding Bonds of any particular maturity or Series 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 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 registry books of the District, a notice to the registered Owners of such Bonds and to the 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) 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. 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 or, and to the extent all obligations under any Letter of Credit Agreement or any Liquidity Agreement are satisfied, as determined by an Insurer or an issuer of any Credit Facility and any 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 or 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.

(c) 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 Letter of Credit Agreement and any Liquidity Agreement pursuant to the provisions of this Section, 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 or under any Letter of Credit Agreement or any Liquidity Agreement.

(d) 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 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 (d), 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 (d). 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 or 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 or any Letter of Credit Agreement or Liquidity Agreement.

(e) Anything in this Master Indenture to the contrary notwithstanding, any moneys held by the Trustee or any Paying Agent in escrow 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 registry 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.

(f) 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.

(g) Anything in this Master Indenture to the contrary notwithstanding, the provisions of the foregoing subsections (b) through (f) 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 Outstanding" were a reference to the "Bonds of such Series Outstanding."

Section 1202. Moneys Held in Escrow. All moneys and obligations held by an escrow or paying agent or trustee pursuant to this Section shall be held in escrow 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 upon 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:

East Nassau Stewardship District
c/o Wrathell, Hunt and Associates, LLC, as district manager
2300 Glades Road
Suite 410W
Boca Raton, Florida 33431

To the Trustee, addressed to:

U.S. Bank National Association
225 East Robinson Street
Suite 250
Orlando, Florida 32801
Attention: Corporate Trust

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 the 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 of Florida shall govern their construction.

Section 1309. Attorneys' Fees. Any reference herein to the term "attorneys' fees" or "legal fees" or words of like import shall include but not be limited to fees of legal assistants and paralegal and fees incurred in any and all legal proceedings, including any trial or appellate level proceedings, and any sales tax thereon.

Section 1310. Effective Date. This Master Indenture shall be effective as of the date first above-written.

(SEAL)

**EAST NASSAU STEWARDSHIP
DISTRICT**

By: _____
Chairman

ATTEST:

By: _____
Secretary

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Vice President

EXHIBIT A

FORM OF REQUISITION

The undersigned, an Authorized Officer of East Nassau Stewardship District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of November 1, 2018 (the "Master Indenture"), as amended and supplemented by the [_____] Supplemental Indenture from the District to the Trustee, dated as of [_____] 1, 20__ (the Master Indenture as amended and supplemented is hereinafter referred to as 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) Fund or Account and subaccount, if any, from which disbursement to be made:

[Costs of Issuance Account/Acquisition and Construction Fund]

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 construction of the [_____] Project and each represents a Cost of the [_____] Project, and has not previously been paid] OR [this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid].**

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.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**EAST NASSAU STEWARDSHIP
DISTRICT**

By: _____
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY**

If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the [_____] Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the [_____] Project with respect to which such disbursement is being made; and (iii) 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.

By: _____
Consulting Engineer

EXHIBIT B

FORM OF FIRST SUPPLEMENTAL TRUST INDENTURE

FIRST SUPPLEMENTAL TRUST INDENTURE

by and between

EAST NASSAU STEWARDSHIP DISTRICT

and

**U.S. BANK NATIONAL ASSOCIATION
as Trustee**

**dated as of
November 1, 2018**

**[\$_____]
EAST NASSAU STEWARDSHIP DISTRICT
(NASSAU COUNTY, FLORIDA)
SPECIAL ASSESSMENT REVENUE BONDS,
SERIES 2018**

TABLE OF CONTENTS

This Table of Contents is incorporated herein for ease of reference only and shall not be deemed a part of the First Supplemental Trust Indenture.

ARTICLE 1 DEFINITIONS

| | | |
|--------------|------------------|---|
| Section 101. | Definitions..... | 4 |
|--------------|------------------|---|

ARTICLE II AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2018 BONDS

| | | |
|--------------|--|----|
| Section 201. | Authorization of Series 2018 Bonds; Book-Entry Only Form | 10 |
| Section 202. | Terms | 11 |
| Section 203. | Dating; Interest Accrual..... | 11 |
| Section 204. | Denominations | 11 |
| Section 205. | Paying Agent..... | 11 |
| Section 206. | Bond Registrar | 11 |
| Section 207. | Conditions Precedent to Issuance of Series 2018 Bonds..... | 12 |

ARTICLE III REDEMPTION OF SERIES 2018 BONDS

| | | |
|--------------|--|----|
| Section 301. | Bonds Subject to Redemption; Notice..... | 13 |
|--------------|--|----|

ARTICLE IV DEPOSIT OF SERIES 2018 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

| | | |
|--------------|--|----|
| Section 401. | Establishment of Accounts | 13 |
| Section 402. | Use of Series 2018 Bond Proceeds | 13 |
| Section 403. | Series 2018 Acquisition and Construction Account and Series 2018 Capitalized Interest Account. | 14 |
| Section 404. | Costs of Issuance Account..... | 14 |
| Section 405. | Series 2018 Reserve Account | 15 |
| Section 406. | Amortization Installments..... | 15 |
| Section 407. | Tax Covenants and Rebate Accounts | 15 |
| Section 408. | Establishment of Series 2018 Revenue Account in Revenue Fund; 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. | Limitation on Parity Bonds | 18 |
|--------------|----------------------------------|----|

**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 | 19 |
| Section 705. | Assignment of District's Rights Under Collateral Assignment | 19 |
| Section 706. | Enforcement of True-Up Agreement and Completion Agreement | 20 |
| Section 707. | Owner Direction and Consent with Respect to Series 2018 Acquisition and Construction Account Upon Occurrence of Event of Default | 20 |

Exhibit A - Description of Series 2018 Project

Exhibit B - Form of Bonds

**FIRST SUPPLEMENTAL
TRUST INDENTURE**

THIS FIRST SUPPLEMENTAL TRUST INDENTURE (the "First Supplemental Indenture"), dated as of November 1, 2018, by and between **EAST NASSAU STEWARDSHIP DISTRICT** (the "District") and **U.S. BANK NATIONAL ASSOCIATION**, as Trustee (the "Trustee"), a national banking association, having the authority to accept and execute trusts of the character herein set out, with its designated corporate trust office and post office address located at 550 West Cypress Creek Road, Suite 380, Fort Lauderdale, Florida 33309, Attention: Corporate Trust.

WHEREAS, the District has entered into a Master Trust Indenture dated as of November 1, 2018 (the "Master Indenture" and together with this First Supplemental Indenture, the "Indenture") with the Trustee, to secure the issuance of its East Nassau Stewardship District Special Assessment Revenue Bonds, issuable in one or more series from time to time; and

WHEREAS, pursuant to Resolution No. 2017-25, adopted by the Board of Supervisors (the "Board") on August 10, 2017 (the "Original Bond Resolution"), the District authorized the issuance, sale and delivery of not to exceed \$600,000,000 of its East Nassau Stewardship District Special Assessment Revenue Bonds (the "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 Circuit Court in and for Nassau County, Florida on July 17, 2018; and

WHEREAS, the District comprises approximately 23,600 gross acres (the "District Lands"); and

WHEREAS, the Board has previously approved the East Nassau Stewardship District Engineers Report for Wildlight Village Phase 1, dated August 10, 2017, and revised December 14, 2017, and August 6, 2018, as supplemented by the East Nassau Stewardship District Engineers Report – First Addendum for Wildlight Village Phase 1, dated August 6, 2018, all prepared by England-Thims, & Miller, Inc. (collectively, the "Master Phase 1 Engineer's Report"), which sets forth certain public capital improvements to be constructed, acquired, equipped and installed for the development of the approximately 641 gross acres of District Lands comprising Wildlight Village Phase 1 (the "Assessment Area"), which capital improvements are referred to as the "Wildlight Phase 1 CIP"; and

WHEREAS, the Board has previously approved the Master Special Assessment Methodology Report for the Wildlight Village Phase 1, dated December 14, 2017, and revised January 23, 2018, and July 30, 2018, as supplemented by the First Addendum to Master Special Assessment Methodology Report for the Wildlight Village Phase 1, dated August 6, 2018, all prepared by Wrathell, Hunt and Associates, LLC (collectively, the "Master Phase 1 Methodology Report"), setting forth the District's methodology for the allocation of special benefits and the apportionment of special assessment debt on assessable property within the Assessment Area resulting from the provision and funding of the Wildlight Phase 1 CIP; and

WHEREAS, the Wildlight Phase 1 CIP consists of certain capital improvements that will specially benefit all of the lands in the Assessment Area (the "Master Infrastructure

Improvements") and certain other capital improvements that will specially benefit specific lands within the Assessment Area (the "Neighborhood Infrastructure Improvements"); and

WHEREAS, the Board duly adopted Resolution No. 2018-14 on August 6, 2018, setting a public hearing to be held on September 20, 2018, for the purpose of hearing public comment on the Master Phase 1 Methodology Report and intent to impose the Benefit Special Assessments in the Assessment Area; and

WHEREAS, the Board duly adopted Resolution No. 2018-19 on September 20, 2018, declaring the levy and collection of the Benefit Special Assessments pursuant to the Act and Chapter 170, Florida Statutes, indicating the location, nature and estimated cost of the Wildlight Phase I CIP which cost is to be defrayed by the Benefit Special Assessments imposed on land within the Assessment Area, providing the portion of the estimated costs of Wildlight Phase I CIP, to be defrayed by the Benefit Special Assessments imposed on land within the Assessment Area, providing the manner in which the Benefit Special Assessments will be made, providing when such Benefit Special Assessments shall be paid, designating the lands within the Assessment Area upon which the Benefit Special Assessments will be levied, and adopting a preliminary assessment roll; and

WHEREAS, the Board has approved the East Nassau Stewardship District Supplemental Engineers Report for Series 2018 Project, Wildlight Village Phase 1, dated October 18, 2018, prepared by England-Thims, & Miller, Inc., (the "Series 2018 Supplemental Engineer's Report" and, together with the Master Phase 1 Engineer's Report, the "Phase 1 Engineer's Report"), which sets forth the specific elements of the completed portions of the Master Infrastructure Improvements included in the Wildlight Phase I CIP that are being constructed, acquired, equipped, and installed as the "Series 2018 Project;" and

WHEREAS, the Series 2018 Project benefits all assessable land within the Assessment Area (the "Series 2018 Assessment Area"), and does not include any Neighborhood Infrastructure Improvements; and

WHEREAS, the Board has approved the Supplemental Special Assessment Methodology Report for the Wildlight Village Phase 1, dated October 18, 2018, prepared by Wrathell, Hunt and Associates, LLC (the "Series 2018 Supplemental Methodology Report" and, together with the Master Phase 1 Methodology Report, the "Phase 1 Methodology Report"), setting forth the District's methodology for the allocation of Benefit Special Assessments and the apportionment of special assessment debt on assessable property within the Series 2018 Assessment Area (the "Series 2018 Special Assessments") resulting from the provision and funding of the Series 2018 Project; and

WHEREAS, the Board has determined that it would be in the best interest of the landowners of the District for the District to issue, its East Nassau Stewardship District Special Assessment Revenue Bonds, Series 2018 (the "Series 2018 Bonds"), as an issue of Bonds under the Master Indenture and has authorized the execution and delivery of the Master Indenture and this First Supplemental Indenture to secure the issuance of the Series 2018 Bonds and to set forth the terms of the Series 2018 Bonds; and

WHEREAS, the District will apply the proceeds of the Series 2018 Bonds to: (i) finance a portion of the Costs of acquiring, constructing and equipping a portion of the Series 2018 Project; (ii) pay certain costs associated with the issuance of the Series 2018 Bonds; (iii) pay a portion of the interest to become due on the Series 2018 Bonds; and (iv) make a deposit into the Series 2018 Reserve Account for the benefit of all of the Series 2018 Bonds; and

WHEREAS, payment of the debt service on the Series 2018 Bonds shall be primarily secured by the Series 2018 Special Assessments levied on the assessable lands within the Series 2018 Assessment Area, in the manner described in the Series 2018 Supplemental Methodology Report; and

WHEREAS, the execution and delivery of the Series 2018 Bonds and of this First Supplemental Indenture have been duly authorized by the Board and all things necessary to make the Series 2018 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this First Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the Series 2018 Trust Estate have been done;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS FIRST SUPPLEMENTAL TRUST INDENTURE WITNESSETH:

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Series 2018 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 2018 Bonds Outstanding (as defined in the Master Indenture) 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 such other payments due under any Credit Facility (as defined in the Master Indenture), and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this First Supplemental Indenture and in the Series 2018 Bonds: (a) has executed and delivered this First 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 under the 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 Indenture and the provisions of the Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Indenture the revenues derived by the District from the Series 2018 Special Assessments (the "Series 2018 Pledged Revenues") and the Funds and Accounts (except for the Series 2018 Rebate Account) established hereby (the "Series 2018 Pledged Funds") which shall comprise the Trust Estate securing the Series 2018 Bonds (the "Series 2018 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, 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 2018 Bonds issued or to be issued under and secured by this First Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one Series 2018 Bond over any other Series 2018 Bond by reason of priority in their issue, sale or execution;

PROVIDED FURTHER 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 2018 Bonds or any Series 2018 Bond of a particular maturity issued, secured and Outstanding under this First Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2018 Bonds and this First 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 First Supplemental Trust 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 First Supplemental Indenture, then upon such final payments, this First Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2018 Bonds or any Series 2018 Bond of a particular maturity, otherwise this First Supplemental Indenture shall remain in full force and effect;

THIS FIRST SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Series 2018 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Master Indenture (except as amended directly or by implication by this First Supplemental Indenture), including this First Supplemental Indenture, expressed, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Series 2018 Bonds, as follows:

ARTICLE 1 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 (i) expressly given a different meaning herein or (ii) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

"Arbitrage Certificate" shall mean that certain Arbitrage Certificate, including arbitrage rebate covenants, of the District, dated [_____, 2018], relating to certain restrictions on arbitrage under the Code with respect to the Series 2018 Bonds.

"Assessment Area" shall mean all assessable lands within the Assessment Area specially benefitted by the Series 2018 Project.

"Authorized Denominations" shall mean, with respect to the Series 2018, \$5,000 or any integral multiple thereof; provided however, that the Series 2018 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of \$5,000 in excess of \$100,000.

"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 Bonds as securities depository.

"Capitalized Interest" shall mean interest due or to become due on the Series 2018 Bonds, which will be paid, or is expected to be paid, from the proceeds of the Series 2018 Bonds.

"Collateral Assignment" shall mean Collateral Assignment and Assumption of Development and Contract Rights Relating to the Series 2018 Assessment Area delivered by the Landowner, dated [_____, 2018] by the Landowner in favor of the District.

"Completion Agreement" shall mean the Agreement between the District and the Developer regarding the Completion of Certain Improvements, dated [_____, 2018].

"Continuing Disclosure Agreement" shall mean the Continuing Disclosure Agreement for the benefit of the owners of the Series 2018 Bonds, dated [_____, 2018], by and among the District, the dissemination agent named therein, and the Landowner, in connection with the issuance of the Series 2018 Bonds.

"Declaration of Consent" shall mean the Declaration of Consent to Jurisdiction of East Nassau Stewardship District and to Imposition of Special Assessments dated [_____, 2018] delivered by the Landowner.

"Delinquent Assessment Interest" shall mean Series 2018 Assessment Interest deposited by the District with the Trustee on or after April 1 of the year in which such Assessment Interest has, or would have, become delinquent under State law applicable thereto.

"Delinquent Assessment Principal" shall mean Series 2018 Assessment Principal deposited by the District with the Trustee on or after April 1 of the year in which such Series 2018 Assessment Principal has, or would have, become delinquent under State law applicable thereto.

"District Manager" shall mean Wrathell, Hunt and Associates, LLC, and its successors and assigns.

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

"Interest Payment Date" shall mean each May 1 and November 1, commencing May 1, 2019, and any other date on which principal of the Series 2018 Bonds is paid.

"Landowner" shall mean Wildlight, LLC, a Delaware limited liability company.

"Master Indenture" shall mean the Master Trust Indenture, dated as of November 1, 2018, by and between the District and the Trustee, as supplemented and amended with respect to matters pertaining solely to the Master Indenture or the Series 2018 Bonds (as opposed to supplements or amendments relating to Series of Bonds other than the Series 2018 Bonds as specifically defined in this First Supplemental Indenture).

"Majority Owners" shall mean the Beneficial Owners of more than fifty percent (50%) of the then Outstanding principal amount of the Series 2018 Bonds.

"Master Phase 1 Engineer's Report" shall mean collectively, the East Nassau Stewardship District Engineers Report for Wildlight Village Phase 1, dated August 10, 2017, and revised December 14, 2017, and August 6, 2018, as supplemented by the East Nassau Stewardship District Engineers Report – First Addendum for Wildlight Village Phase 1, dated August 6, 2018, all prepared by England-Thims, & Miller, Inc., which sets forth the Wildlight Phase 1 CIP to be constructed, acquired, equipped and installed for the development of the Assessment Area.

"Master Phase 1 Methodology Report" shall mean collectively, the Master Special Assessment Methodology Report for the Wildlight Village Phase 1, dated December 14, 2017, and revised January 23, 2018, and July 30, 2018, as supplemented by the First Addendum to Master Special Assessment Methodology Report for the Wildlight Village Phase 1, dated August 6, 2018, all prepared by Wrathell, Hunt and Associates, LLC, setting forth the District's methodology for the allocation of special benefits and the apportionment of special assessment debt on assessable property within the Assessment Area resulting from the provision and funding of the Wildlight Phase 1 CIP.

"Nominee" shall mean the nominee of the Bond Depository, which may be the Bond Depository, as determined from time to time pursuant to this First Supplemental Indenture.

"Prepayment" shall mean the payment by any owner of property of the amount of Series 2018 Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. The term "Prepayment" also means any proceeds received as a result of accelerating and/or foreclosing the Series 2018 Special Assessments. "Prepayments" shall include, without limitation, Prepayment Principal and Prepayment Interest.

"Prepayment Interest" shall mean the amount of accrued interest for each Prepayment from the date of such Prepayment to the next succeeding Quarterly Redemption Date, or the second succeeding Quarterly Redemption Date if such Prepayment is made within 45 calendar days before the next succeeding Quarterly Redemption Date.

"Prepayment Principal" shall mean the excess amount of Series 2018 Assessment Principal received by the District over the Series 2018 Assessment Principal included within an Assessment appearing on any outstanding and unpaid tax bill, whether or not mandated to be

prepaid in accordance with the Serie 2018 Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Prepayment Principal shall not mean the proceeds of any Refunding Bonds or other borrowing of the District portion of a Prepayment corresponding to the principal amount of Series 2018 Special Assessments being prepaid.

"Quarterly Redemption Date" shall mean each February 1, May 1, August 1, or November 1.

"Redemption Date" shall mean any date on which Outstanding Series 2018 Bonds are called for redemption; provided, however that the Redemption Date for extraordinary mandatory redemption of Series 2018 Bonds, in part, from funds on deposit in the Series 2018 Prepayment Subaccount is limited to Quarterly Redemption Dates, except with respect to final payment of the Series 2018 Bonds.

"Phase 1 Engineer's Report" shall mean collectively, the Master Phase 1 Engineer's Report and the Series 2018 Supplemental Engineer's Report.

"Phase 1 Methodology Report" shall mean collectively, the Master Phase 1 Methodology Report and the Series 2018 Supplemental Methodology Report.

"Series 2018 Assessment Area" shall mean all assessable lands within the Assessment Area, specially benefitted by the Series 2018 Project.

"Series 2018 Assessment Interest" shall mean the interest on the Series 2018 Special Assessments which is pledged to the Series 2018 Bonds, other than applicable Delinquent Assessment Interest and Prepayment Interest.

"Series 2018 Assessment Principal" shall mean the principal amount of Series 2018 Special Assessments received by the District which represent a proportionate amount of the principal of and Amortization Installments of the Series 2018 Bonds, other than applicable Delinquent Assessment Principal and Prepayment Principal.

"Series 2018 Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2018 Special Assessments, including, but not limited to Resolutions Nos. [_____], as may be supplemented, adopted by the Board of the District, and any supplemental proceedings undertaken by the District with respect to the Series 2018 Special Assessments and the Phase 1 Methodology Report as approved thereby.

"Series 2018 Assessment Revenues" shall mean all revenues derived by the District from the Series 2018 Special Assessments.

"Series 2018 Bonds" shall mean \$[_____] East Nassau Stewardship District (Nassau County, Florida) Special Assessment Revenue Bonds, Series 2018 authorized and issued under this First Supplemental Indenture.

"Series 2018 Investment Obligations" shall mean Investment Obligations authorized under the Master Indenture and includes any of the following securities, if and to the extent that such securities are legal investments for funds of the District;

(i) Government Obligations;

(ii) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies or such other government - sponsored agencies which may presently exist or be hereafter created; provided that, such bonds, debentures, notes or other evidences of indebtedness are fully guaranteed as to both principal and interest by the United States of America; Bank for Cooperatives; Federal Intermediate Credit Banks; Federal Financing Bank; Federal Home Loan Bank System; Export-Import Bank of the United States; Farmers Home Administration; Small Business Administration; Inter-American Development Bank; International Bank for Reconstruction and Development; Federal Land Banks; the Federal National Mortgage Association; the Government National Mortgage Association; the Tennessee Valley Authority; or the Washington Metropolitan Area Transit Authority;

(iii) Shares of money market mutual funds that are rated in the highest rating category for such funds by either Moody's or S&P, or, which invest only in the obligations described in (i) and (ii) above, including money market mutual funds of the Trustee bank meeting such criteria;

(iv) Commercial paper rated in the highest rating category by either Moody's or S&P;

(v) Deposits, Federal funds or bankers' acceptances (with term to maturity of 270 days or less) of any bank, including the Trustee Bank, which, at the time of deposit, has an unsecured, uninsured and unguaranteed obligation rated in one of the top two rating categories by both Moody's and S&P; and

(vi) In addition to deposits described in subsection (v) of this definition, negotiable or non-negotiable certificates of deposit, time deposits or other similar banking arrangements issued by any bank or trust company, including the Trustee, or any federal savings and loan association, the deposits of which are insured by the Federal Deposit Insurance Corporation (including the FDIC's Savings Association Insurance Fund), which securities, to the extent that the principal thereof exceeds the maximum amount insurable by the Federal Deposit Insurance Corporation and, therefore, are not so insured, shall be fully secured to the extent permitted by law as to principal and interest by the securities listed in subsection (i), (ii) or (iii) above; provided, however, that with respect to securities used to secure securities hereunder, in addition to direct and general obligations of any political subdivision or instrumentality of any such state, to the payment of the principal of and interest on which the full faith and credit of such subdivision or instrumentality is pledged if such obligations are initially rated in one of the three highest rating categories without regard to gradations within any such categories by either S&P or Moody's.

Under all circumstances, the Trustee shall be entitled to rely that the direction of an Authorized Officer with respect to any investment directed by the District is conclusive evidence that the investment is permitted under the Indenture.

"Series 2018 Pledged Funds" shall mean all of the Funds and Accounts created hereby with the Trustee, including the Subaccounts therein other than the Series 2018 Rebate Account in the Rebate Fund.

"Series 2018 Pledged Revenues" shall mean the Series 2018 Special Assessments.

"Series 2018 Project" shall mean the completed Master Infrastructure Improvements described in the Series 2018 Supplemental Engineer's Report and summarized in Exhibit A attached hereto.

"Series 2018 Reserve Account Requirement" shall be the amount equal to [__]% of the Maximum Annual Debt Service Requirement for the Series 2018 Bonds at the time of issuance, which is \$[_____].

"Series 2018 Special Assessments" shall mean the non-ad valorem special assessments levied by the District against assessable property within the Series 2018 Assessment Area benefitted by the Series 2018 Project, pursuant to Section 190.022 Florida Statutes, as amended, and the Series 2018 Assessment Proceedings.

"Series 2018 Supplemental Engineer's Report" shall mean the East Nassau Stewardship District Supplemental Engineers Report for Series 2018 Project, Wildlight Village Phase 1, dated October 18, 2018, prepared by England-Thims, & Miller, Inc., which sets forth the Series 2018 Project to be constructed, acquired, equipped and installed for the development of the Series 2018 Assessment Area.

"Series 2018 Supplemental Methodology Report" shall mean the Supplemental Special Assessment Methodology Report for the Wildlight Village Phase 1, dated October 18, 2018, prepared by Wrathell, Hunt and Associates, LLC, setting forth the District's methodology for the allocation of special benefits and the apportionment of Series 2018 Special Assessments on assessable property within the Series 2018 Assessment Area resulting from the provision and funding of the Series 2018 Project.

"Substantially Absorbed" shall mean the date on which a principal amount of the Series 2018 Special Assessments equaling at least ninety percent (90%) of the then-Outstanding principal amount of the Series 2018 Bonds are levied on tax parcels within the District with respect to which a certificate of occupancy has been issued for a structure thereon and are occupied by end users. The District shall present the Trustee with a certification that the Series 2018 Special Assessments are Substantially Absorbed and the Trustee may rely conclusively upon such certification and shall have no duty to verify if the Series 2018 Special Assessments are Substantially Absorbed.

"True-Up Agreement" shall mean the Agreement between the Landowner and the District regarding the True-Up and Payment of Special Assessments for Special Assessment Revenue Bonds, Series 2018, dated as of [_____, 2018].

"Wildlight Phase 1 CIP" shall mean the assessable capital improvements described in more detail in the Master Phase 1 Engineer's Report.

ARTICLE II
AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2018 BONDS

Section 201. Authorization of Series 2018 Bonds; Book-Entry Only Form. The Series 2018 Bonds are hereby authorized to be issued in one Series in the aggregate principal amount of \$[] for the purposes enumerated in the recitals hereto to be designated "East Nassau Stewardship District (Nassau County, Florida) Special Assessment Revenue Bonds, Series 2018." The Series 2018 Bonds shall be substantially in the form set forth as Exhibit B to this First Supplemental Indenture. Each Series 2018 Bond shall bear the designation "2018R" and shall be numbered consecutively from 1 upwards.

The Series 2018 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2018 Bond for each maturity thereof. Upon initial issuance, the ownership of each such Series 2018 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 2018 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 2018 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 (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the Series 2018 Bonds, (ii) 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 2018 Bonds, including any notice of redemption, or (iii) 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 2018 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Series 2018 Bond is registered in the registration books kept by the Bond Registrar as the absolute owner of such Series 2018 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2018 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2018 Bond, for the purpose of registering transfers with respect to such Series 2018 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2018 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 2018 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 2018 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 First Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC: (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Series 2018 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 2018 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Series 2018 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 2018 Bonds shall designate, in accordance with the provisions hereof.

Section 202. Terms. The Series 2018 Bonds shall be issued in one series, shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

| <u>Maturity (May 1)</u> | <u>Amount</u> | <u>Interest Rate</u> | <u>Initial CUSIP No.</u> |
|-----------------------------|---------------|--------------------------|------------------------------|
| | \$ | | |

Section 203. Dating; Interest Accrual. Each Series 2018 Bond shall be dated its date of initial issuance and delivery. Each Series 2018 Bond also shall bear its date of authentication. Each Series 2018 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 2018 Bond has been paid, in which event such Series 2018 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2018 Bonds, in which event, such Series 2018 Bond shall bear interest from its date. Interest on the Series 2018 Bonds shall be due and payable on each May 1 and November 1, commencing May 1, 2019, and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 204. Denominations. The Series 2018 Bonds shall be issued in Authorized Denominations.

Section 205. Paying Agent. The District appoints the Trustee as Paying Agent for the Series 2018 Bonds.

Section 206. Bond Registrar. The District appoints the Trustee as Bond Registrar for the Series 2018 Bonds.

Section 207. Conditions Precedent to Issuance of Series 2018 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2018 Bonds, all the Series 2018 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 2018 Assessment Proceedings including the Series 2018 Supplemental Methodology Report;

(b) Executed copies of the Master Indenture and this First Supplemental Indenture;

(c) A Bond Counsel opinion to the effect that: (i) the District has the right and power under the Act as amended to the date of such opinion to authorize, execute and deliver the Master Indenture and this First Supplemental Indenture, and the Master Indenture and this First Supplemental Indenture have been duly and lawfully authorized, executed and delivered by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their respective terms; (ii) the Master Indenture, as amended and supplemented by this First Supplemental Indenture, creates the valid pledge which it purports to create of the Series 2018 Trust Estate in the manner and to the extent provided in the Master Indenture and this First Supplemental Indenture; and (iii) the Series 2018 Bonds are valid, binding, special obligations of the District, enforceable in accordance with their terms and the terms of the Master Indenture and this First Supplemental Indenture, subject to bankruptcy, insolvency or other laws affecting the rights of creditors generally and entitled to the benefits of the Act as amended to the date of such opinion, and the Series 2018 Bonds have been duly and validly authorized and issued in accordance with law and the Master Indenture and this First Supplemental Indenture; and a customary bond counsel tax opinion opining that interest on the Series 2018 Bonds are exempt from federal income taxation;

(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 2018 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this First Supplemental Indenture;

(f) A copy of the Series 2018 Supplemental Engineer's Report prepared by the District's Engineer describing the Series 2018 Project;

(g) A certified copy of the final judgment of validation with a certificate of no appeal with respect to the Bonds; and

(h) Executed copies of the Arbitrage Certificate, the True-Up Agreement, the Completion Agreement, the Declaration of Consent, the Collateral Assignment, the Continuing Disclosure Agreement, and the Acquisition Agreement.

Payment to the Trustee of \$[_____] being the net proceeds from the initial issuance of the Series 2018 Bonds shall constitute conclusive evidence of satisfaction of the conditions precedent to the issuance of the Series 2018 Bonds.

**ARTICLE III
REDEMPTION OF SERIES 2018 BONDS**

Section 301. Bonds Subject to Redemption; Notice. The Series 2018 Bonds are subject to redemption prior to maturity as provided in the form thereof set forth as Exhibit B to this First Supplemental Indenture.

Notwithstanding anything in the Master Indenture or this First Supplemental Indenture to the contrary, notice of optional redemption may be conditioned upon the occurrence of non-occurrence of such event or events 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.

**ARTICLE IV
DEPOSIT OF SERIES 2018 BOND PROCEEDS AND APPLICATION THEREOF;
ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF**

Section 401. Establishment of Accounts. There are hereby established, the following Funds and Accounts.

(a) There are hereby established within the Acquisition and Construction Fund held by the Trustee the following accounts: (i) a Series 2018 Acquisition and Construction Account; and (ii) a Series 2018 Costs of Issuance Account.

(b) There are hereby established within the Debt Service Fund held by the Trustee the following accounts: (i) a Series 2018 Debt Service Account and therein a Series 2018 Sinking Fund Account, a Series 2018 Interest Account, and a Series 2018 Capitalized Interest Account; and (ii) a Series 2018 Redemption Account and therein a Series 2018 Prepayment Subaccount.

(c) There is hereby established within the Reserve Fund held by the Trustee a Series 2018 Reserve Account, which shall be held for the benefit of all of the Series 2018 Bonds, without distinction as to Series 2018 Bonds and without privilege or priority of one Series 2018 Bond over another.

(d) There is hereby established within the Revenue Fund held by the Trustee a Series 2018 Revenue Account.

(e) There is hereby established within the Rebate Fund held by the Trustee a Series 2018 Rebate Account.

Section 402. Use of Series 2018 Bond Proceeds. The net proceeds of sale of the Series 2018 Bonds, consisting of \$[_____] principal amount of Series 2018 Bonds, less Underwriter's discount of \$[_____] , [less original issue discount in the amount of \$[_____]] resulting in net proceeds of sale of the Series 2018 Bonds of \$[_____] , 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) \$[_____], representing the Series 2018 Reserve Account Requirement shall be deposited to the credit of the Series 2018 Reserve Account and applied in accordance with the provisions of Section 405 hereof;

(b) \$[_____], representing the costs of issuance relating to the Series 2018 Bonds shall be deposited to the credit of the Series 2018 Costs of Issuance Account and shall be applied in accordance with the provisions of Section 404 hereof;

(c) \$[_____] shall be deposited into the Series 2018 Capitalized Interest Account and applied to the payment of Capitalized Interest, in accordance with the provisions of Section 403(b) hereof; and

(d) \$[_____] shall be deposited to the credit of the Series 2018 Acquisition and Construction Account and applied to pay the Costs of the Series 2018 Project, in accordance with the provisions of Section 403(a) hereof.

Section 403. Series 2018 Acquisition and Construction Account and Series 2018 Capitalized Interest Account.

(a) Amounts on deposit in the Series 2018 Acquisition and Construction Account shall be held, and shall be requisitioned by the District, subject to the provisions of Section 707 hereof, to pay Costs of the Series 2018 Project as described in the Series 2018 Supplemental Engineer's Report upon compliance with the requisition provisions set forth in Section 503(b) of the Master Indenture. Anything in the Master Indenture to the contrary notwithstanding, the Consulting Engineer shall establish a Date of Completion for the Series 2018 Project, and any balance remaining in the Series 2018 Acquisition and Construction Account (taking into account the moneys currently on deposit therein to pay any accrued but unpaid Costs of the Series 2018 Project which are required to be reserved in the Series 2018 Acquisition and Construction Account in accordance with the certificate of the Consulting Engineer establishing such Date of Completion), shall be deposited into the Series 2018 Prepayment Subaccount and applied to the redemption of the Series 2018 Bonds in accordance with Section 301 hereof and in the manner prescribed in the form of Series 2018 Bond set forth as Exhibit B hereto.

(b) Amounts on deposit in the Series 2018 Capitalized Interest Account shall, until and including November 1, 2019, be transferred into the Series 2018 Interest Account and applied to the payment of interest first coming due on the Series 2018 Bonds, and thereafter transferred into the Series 2018 Acquisition and Construction Account, and the Series 2018 Capitalized Interest Account shall be closed.

Section 404. Costs of Issuance Account. The amount deposited in the Series 2018 Costs of Issuance Account shall, upon submission of a written requisition by an Authorized Officer to the Trustee, be used to pay the costs of issuance relating to the Series 2018 Bonds. On the earlier to occur of: (x) the written direction of an Authorized Officer or (y) six months after the date of delivery of the Series 2018 Bonds, any amounts deposited in the Series 2018 Costs of Issuance Account which have not been requisitioned shall be transferred over and deposited into the Series 2018 Acquisition and Construction Account and used for the purposes permitted therefor, and the Series 2018 Costs of Issuance Account shall be closed.

Section 405. Series 2018 Reserve Account. The Series 2018 Reserve Account shall be initially funded in an amount equal to the Series 2018 Reserve Account Requirement. Except as otherwise provided herein or in the Master Indenture, amounts on deposit in the Series 2018 Reserve Account shall be used only for the purpose of making payments into the Series 2018 Interest Account, and the Series 2018 Sinking Fund Account to pay Debt Service on the Series 2018 Bonds, when due, without distinction as to Series 2018 Bonds and without privilege or priority of one Series 2018 Bond over another, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose. Such Account shall consist only of cash and Series 2018 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 first Business Day preceding such forty-fifth (45th) day), the Trustee is hereby authorized and directed to recalculate the Series 2018 Reserve Account Requirement and to transfer any excess resulting from a prepayment and not from investment earnings on deposit in the Series 2018 Reserve Account into the Series 2018 Prepayment Subaccount of the Series 2018 Redemption Account and applied to the extraordinary mandatory redemption of the Series 2018 Bonds.

On the earliest date on which there is on deposit in the Series 2018 Reserve Account, sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2018 Bonds, together with accrued interest on such Series 2018 Bonds to the earliest date of redemption permitted therein and herein, then the Trustee shall transfer the amount on deposit in the Series 2018 Reserve Account into the Series 2018 Prepayment Subaccount in the Series 2018 Redemption Account to pay and redeem all of the Outstanding Series 2018 Bonds on the earliest date permitted for redemption therein and herein.

Anything in the Master Indenture or herein to the contrary notwithstanding, amounts on deposit in the Series 2018 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. (a) The Amortization Installments for the Series 2018 Bonds shall be as set forth in the forms of Bonds attached hereto.

(b) Upon any redemption of Series 2018 Bonds (other than Series 2018 Bonds redeemed in accordance with scheduled Amortization Installments and other than Series 2018 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 District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so as to amortize the Outstanding Series 2018 Term Bonds in substantially equal annual installments of principal and interest (subject to rounding to the nearest \$5,000 increment of principal) over the remaining term of the Series 2018 Bonds.

Section 407. Tax Covenants and Rebate Accounts. The District shall comply with the covenants set forth in the District's Arbitrage Certificate issued in connection with the

issuance of the Series 2018 Bonds, as amended and supplemented from time to time in accordance with their terms.

Section 408. Establishment of Series 2018 Revenue Account in Revenue Fund; Application of Revenues and Investment Earnings.

(a) The Trustee is hereby authorized and directed to establish within the Revenue Fund a Series 2018 Revenue Account into which the Trustee shall deposit any and all amounts required to be deposited therein by this Section 408 or by any other provision of the Master Indenture or this First 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 2018 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 2018 Revenue Account the Series 2018 Assessment Revenues, other than the Prepayment Principal which shall be identified by the District to the Trustee as such in writing upon deposit and which shall be deposited into the Series 2018 Prepayment Subaccount in the Redemption Account, and any other revenues required by other provisions of the Indenture to be deposited therein.

(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 next preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2018 Prepayment Subaccount of the Series 2018 Redemption Account and, shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2018 Bonds on the next succeeding Quarterly Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2018 Prepayment Subaccount in accordance with the provisions for extraordinary redemption of the Series 2018 Bonds set forth in the form of Series 2018 Bond attached hereto, Section 301 hereof, and Article III of the Master Indenture. The Trustee is further authorized and directed to withdraw from the Series 2018 Interest Account, the amount of interest accrued and due on the Series 2018 Bonds subject to redemption on any Quarterly Redemption Date. The Series 2018 Bonds so called for extraordinary mandatory redemption as provided in this section as a result of monies on deposit in the Series 2018 Prepayment Subaccount of the Series 2018 Redemption Account can be in amounts less than Authorized Denominations, subject to rounding to the nearest \$5,000 increment of principal.

(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) beginning on May 1, 2019, the Trustee shall first transfer from the Series 2018 Capitalized Interest Account to the Series 2018 Interest Account the lesser of (x) the amount of interest coming due on the Series 2018 Bonds on such May 1 or November 1, less the amount already on deposit therein, or (y) the amount remaining in the Series 2018 Capitalized Interest Account.

Following the foregoing transfers, 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 transfer amounts on deposit in the Series 2018 Revenue Account to the Funds and Accounts designated below in the following amounts and in the following order of priority:

FIRST, from the Series 2018 Revenue Account to the Series 2018 Interest Account of the Series 2018 Debt Service Account, an amount equal to the amount of interest payable on all Series 2018 Bonds then Outstanding on such May 1 or November 1, less any amount transferred from the Series 2018 Capitalized Interest Account in accordance with Section 403(b) hereof, and less any other amount already on deposit in the Series 2018 Interest Account not previously credited;

SECOND, on each May 1, to the Series 2018 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2018 Bonds subject to mandatory sinking fund redemption on such May 1, and the amount already on deposit in the Series 2018 Sinking Fund Account not previously credited;

THIRD, to the Series 2018 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2018 Reserve Account Requirement with respect to the Series 2018 Bonds; and

FOURTH, the balance shall be retained in the Series 2018 Revenue Account.

(e) On any date required by the Arbitrage Certificate, the District shall give the Trustee written direction, and the Trustee shall, transfer from the Series 2018 Revenue Account to the Series 2018 Rebate Account established for the Series 2018 Bonds in the Rebate Fund in accordance with the Master Indenture, the amount due and owing to the United States, which amount shall be paid, to the United States, when due, in accordance with such Tax Regulatory Covenants.

(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 2018 Bonds shall be invested only in Series 2018 Investment Obligations, and further, earnings on the Series 2018 Acquisition and Construction Account, the Series 2018 Capitalized Interest Account, and the Series 2018 Interest Account shall be retained, as realized, in such Accounts or subaccounts and used for the purpose of such Account or subaccount. Earnings on investments in the other Funds and Accounts other than the Series 2018 Reserve Account shall be deposited, as realized, to the credit of the Series 2018 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2018 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 2018 Reserve Account as of the most recent date on which amounts on deposit in the Series 2018 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2018 Reserve Account since such date which have created a deficiency, then earnings on the Series 2018 Reserve Account shall be deposited into the Series 2018 Capitalized Interest Account through November 1, 2019, and thereafter, earnings in the Series 2018 Reserve Account shall be deposited into the Series 2018 Revenue Account and used for the purpose of such Account; and

(ii) if as of the last date on which amounts on deposit in the Series 2018 Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 509 of

the Master Indenture), or if after such date withdrawals have been made from the Series 2018 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2018 Reserve Account shall be deposited into the Series 2018 Reserve Account until the amount on deposit therein is equal to the Series 2018 Reserve Account Requirement, and then earnings on the Series 2018 Reserve Account shall be deposited into the Series 2018 Capitalized Interest Account through November 1, 2019, and thereafter, earnings in the Series 2018 Reserve Account shall be deposited into the Series 2018 Revenue Account and used for the purpose of such Account.

ARTICLE V CONCERNING THE TRUSTEE

Section 501. Acceptance by Trustee. The Trustee accepts the trusts declared and provided in this First Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth 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 First 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. Except as otherwise expressly stated in this First Supplemental Indenture, 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. Limitation on Parity Bonds. The District covenants not to issue any other Bonds or other debt obligations secured by the Series 2018 Special Assessments. Such covenant shall not prohibit the District from issuing refunding bonds. In addition, the District covenants not to issue any other Bonds or other debt obligations secured by Assessments on assessable lands within the District which are also secured by the Series 2018 Special Assessments for any capital project unless the Series 2018 Special Assessments have been Substantially Absorbed. The District shall present the Trustee with a certification that the Series 2018 Special Assessments are Substantially Absorbed and the Trustee may rely conclusively on such certification and shall have no duty to verify if the Series 2018 Special Assessments are Substantially Absorbed. Notwithstanding the foregoing, the District may impose Benefit Special Assessments and issue Bonds secured by such Benefit Special Assessments on property subject to the Series 2018 Special Assessments for the purpose of providing funding for renewal and replacement costs and for health, safety and welfare reasons, or to remediate a natural disaster, without the consent of the Majority Owners.

ARTICLE VII MISCELLANEOUS

Section 701. Confirmation of Master Indenture. As supplemented by this First Supplemental Indenture, the Master Indenture is in all respects ratified and confirmed, and this First 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 First Supplemental Indenture and to the Series 2018 Bonds issued hereunder.

Section 702. Continuing Disclosure Agreement. Contemporaneously with the execution and delivery hereof, the District has executed and delivered a Continuing Disclosure Agreement together with the Landowner or any successor entity constituting an "obligated person" under the Continuing Disclosure Agreement, in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The District covenants and agrees to comply with the provisions of such 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 by mandamus, injunction or any other means of specific performance. Anything herein or in the Master Indenture to the contrary notwithstanding, the District shall not be required to provide financial statements or other reports to the Trustee to the extent that they are required to be filed with a national repository in accordance with the Continuing Disclosure Agreement.

Section 703. Additional Covenant Regarding Assessments. In addition, and not in limitation of, the covenants contained elsewhere in this First Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2018 Special Assessments, including the Series 2018 Supplemental Methodology Report, and to levy the Series 2018 Special Assessments and any required true-up payments set forth in the Series 2018 Supplemental Methodology Report, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2018 Bonds, when due.

Section 704. Collection of Assessments. (a) Anything herein or in the Master Indenture to the contrary notwithstanding, Series 2018 Special Assessments levied on platted lots and pledged hereunder to secure the Series 2018 Bonds shall be collected pursuant to the Uniform Method and Series 2018 Special Assessments levied on unplatted lots and pledged hereunder to secure the Series 2018 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.

(b) All Series 2018 Special Assessments that are collected directly by the District and not via the Uniform Method shall be due and payable by the landowner no later than thirty (30) days prior to each Interest Payment Date.

Section 705. Assignment of District's Rights Under 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 2018 Bonds.

Section 706. 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 Completion Agreement and the True-Up 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, shall 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 Completion Agreement and True-Up 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 without benefit of any period for cure, and entitle the Majority Owners of the Series 2018 Bonds to direct the Trustee to declare that the aggregate principal amount of all of Series 2018 Bonds then Outstanding shall be due and payable immediately pursuant to the provisions of Section 903 of the Master Indenture.

Section 707. Owner Direction and Consent with Respect to Series 2018 Acquisition and Construction Account Upon Occurrence of Event of Default. In accordance with the provisions of the Indenture, upon the occurrence of an Event of Default with respect to the Series 2018 Bonds, the Series 2018 Bonds are payable solely from the Series 2018 Trust Estate. Anything in the Indenture to the contrary notwithstanding, the District hereby acknowledges that (i) the Series 2018 Pledged Funds includes, without limitation, all amounts on deposit in the Series 2018 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2018 Bonds, the Series 2018 Pledged Funds may not be used by the District (whether to pay costs of the Series 2018 Project or otherwise) without the 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 2018 Project and payment is for such work and (iii) the Series 2018 Pledged Funds may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District shall not enter into any binding agreement with respect to the Series 2018 Project after the occurrence of an Event of Default unless authorized in writing by the Majority Owners.

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IN WITNESS WHEREOF, East Nassau Stewardship District has caused these presents to be signed in its name and on its behalf by its Chairman, and its official seal to be hereunto affixed and attested by its Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized officer.

SEAL

**EAST NASSAU STEWARDSHIP
DISTRICT**

Attest:

Secretary

By: _____
Chairman, Board of Supervisors

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Vice President

EXHIBIT A

Description of Series 2018 Project

The Series 2018 Project includes, but is not limited to, the following improvements as described in the Series 2018 Supplemental Engineer's Report.

| Improvement Category | Master Infrastructure Improvement |
|---|--|
| Mobility Roads | \$2,300,000 |
| Local Roads | \$1,700,000 |
| Mobility/Public Trails | \$800,000 |
| Stormwater Management Facilities | \$1,175,000 |
| Utilities (Water Mains, Force Mains, Reclaim Mains, Services and Lift Stations) | \$2,850,000 |
| Street Lighting | \$150,000 |
| Landscaping/Irrigation | \$360,000 |
| SUBTOTAL | \$9,335,000 |
| Design, Engineering, Surveying & Permitting (12%) | \$1,120,200 |
| Construction Cost Contingency (15%) | \$1,400,250 |
| 2017 TOTAL | \$11,855,450 |

Source: East Nassau Stewardship District Supplemental Engineers Report for Series 2018 Project, Wildlight Village Phase 1, dated October 18, 2018, prepared by England-Thims, & Miller, Inc.

EXHIBIT B

FORM OF SERIES 2018 BONDS

[TEXT OF SERIES 2018 BOND FACE]

No. 2018R-

\$ _____

United States of America

State of Florida

**EAST NASSAU STEWARDSHIP DISTRICT
(NASSAU COUNTY, FLORIDA)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018**

| Interest Rate | Maturity Date | Dated Date | CUSIP |
|--------------------------|--------------------------|----------------------------|---------------------|
| <u> </u> % | <u>[May 1, 20__]</u> | <u>[November __, 2018]</u> | <u>[]</u> |

Registered Owner: CEDE & CO.

Principal Amount:

EAST NASSAU STEWARDSHIP DISTRICT, an independent special district duly established and existing pursuant to Chapter 2007-206, Laws of Florida, as amended (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 mentioned hereinafter) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing May 1, 2019 until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular record date for such interest, which shall be the fifteenth (15th) day of the calendar month next 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. Except as provided herein, 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 National Association, located in Orlando, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"). 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 2018 Bonds, as defined below). So long as the Bonds are held in book entry form, presentation shall not be required and the book entry system for payments shall control. Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is one of a duly authorized issue of bonds of the District designated "Special Assessment Revenue Bonds, Series 2018" in the aggregate principal amount of \$_____ (the "Series 2018 Bonds") (the Series 2018 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"), under a Master Trust Indenture, dated November 1, 2018 (the "Master Indenture"), between the District and U.S. Bank National Association, located in Orlando, Florida, as trustee (the "Trustee"), as supplemented by a First Supplemental Indenture, dated as of November 1, 2018 (the "Supplemental Indenture"), between the District and the Trustee (the Master Indenture as amended and supplemented by the Supplemental Indenture is hereinafter referred to as the "Indenture"). The Series 2018 Bonds are issued in an aggregate principal amount of \$[_____], which together with other available funds of the District will be used to (i) finance all or a portion of the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2018 Project; (ii) pay certain costs associated with the issuance of the Series 2018 Bonds; (iii) pay a portion of the interest to become due on the Series 2018 Bonds; and (iv) make a deposit into the Series 2018 Reserve Account for the benefit of all of the Series 2018 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 MASTER INDENTURE OR IN THE SUPPLEMENTAL INDENTURE AUTHORIZING THE ISSUANCE OF THE SERIES 2018 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 THE MASTER INDENTURE, THE SUPPLEMENTAL INDENTURE, OR THE SERIES 2018 BONDS.

RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE MASTER INDENTURE, THE SUPPLEMENTAL INDENTURE, OR THE SERIES 2018 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2018 TRUST ESTATE, ALL AS PROVIDED HEREIN, IN THE MASTER INDENTURE AND IN THE SUPPLEMENTAL INDENTURE.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the ordinances and 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.

THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE HEREOF AND SUCH CONTINUED TERMS AND PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

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IN WITNESS WHEREOF, East Nassau Stewardship District has caused this Bond to bear the signature of the Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

[Official Seal]

**EAST NASSAU STEWARDSHIP
DISTRICT**

Attest:

Secretary

By: _____
Chairman, Board of Supervisors

[FORM OF CERTIFICATE OF AUTHENTICATION FOR SERIES 2018 BONDS]

This Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

**U.S. BANK NATIONAL
ASSOCIATION**, as Trustee

Date of Authentication: _____

By: _____
Vice President

[TEXT OF SERIES 2018 BOND]

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 2007-206, Laws of Florida, 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 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 Installment and Redemption Price of, and the interest on, the Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Assessments (as defined in the Indenture), the terms and conditions under which the Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the registered Owners of the Bonds, and, by the acceptance of this Bond, the registered and beneficial Owners hereof assent to all of the provisions of the Indenture. The Series 2018 Bonds are equally and ratably secured by the Series 2018 Trust Estate, without preference or priority of one Series 2018 Bond over another. The Supplemental Indenture does not authorize the issuance of any additional Bonds ranking on a parity with the Series 2018 Bonds as to the lien and pledge of the Series 2018 Trust Estate.

The Series 2018 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 Orlando, 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.

Optional Redemption

The Series 2018 Bonds maturing on or after May 1, 20 [__], 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, 2032, at the Redemption Price of 100% of the principal amount of such Series 2018 Bonds or portions thereof to be redeemed, together with accrued interest to the Redemption Date.

Mandatory Redemption

The Series 2018 Term Bonds maturing May 1, [__], are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2018 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable

Amortization Installments (as defined in the Master Indenture) 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:

| <u>May 1 of the Year</u> | <u>Amortization Installment</u> | <u>May 1 of the Year</u> | <u>Amortization Installment</u> |
|------------------------------|-------------------------------------|------------------------------|-------------------------------------|
| | \$ | | \$ |

*

* Maturity

As more particularly set forth in the Indenture, any Series 2018 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 2018 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2018 Bonds so as to reamortize the remaining Outstanding principal balance of the Series 2018 Bonds as set forth in the First Supplemental Indenture.

Extraordinary Mandatory Redemption

The Series 2018 Bonds are subject to Extraordinary Mandatory Redemption prior to maturity, in whole on any date or in part on any Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, 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 2018 Project (as such terms are defined in the Indenture), by application of moneys transferred from the Series 2018 Acquisition and Construction Account in the Acquisition and Construction Fund established under the Indenture to the Series 2018 Prepayment Subaccount of the Series 2018 Redemption Account in accordance with the terms of the Indenture; or
- (b) from Prepayments (as defined in the Indenture) or other moneys deposited into the Series 2018 Prepayment Subaccount of the Series 2018 Redemption Account; or
- (c) on the date on which the amount on deposit in the Series 2018 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2018 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2018 Bonds shall be called for redemption, the particular Series 2018 Bonds or portions of Series 2018 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of each redemption of Series 2018 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 Redemption Date to each registered Owner of Series 2018 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 2018 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 2018 Bonds or such portions thereof on such date, interest on such Series 2018 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2018 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 2018 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.

As provided in the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events 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 Master Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2018 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 six (6) years after the date when such Bond has become due and payable, either at its 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 six (6) 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 (as defined in the Indenture) sufficient to pay the principal or redemption price of any 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 2018 Bonds as to the Series 2018 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.

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CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court of the Fourth Judicial Circuit of Florida in and for Nassau County, Florida, rendered on July 17, 2018.

Chairman

[FORM OF ABBREVIATIONS FOR SERIES 2018 BONDS]

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 Transfer to Minors Act _____

Additional abbreviations may also be used though not in the above list.

[FORM OF ASSIGNMENT FOR SERIES 2018 BONDS]

For value received, the undersigned hereby sells, assigns and transfers unto _____ this 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 whatever.

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

EAST NASSAU STEWARDSHIP DISTRICT
(Nassau County, Florida)

\$ _____
Special Assessment Revenue Bonds, Series 2018

_____, 2018

BOND PURCHASE AGREEMENT

East Nassau Stewardship District
Nassau County, Florida

Ladies and Gentlemen:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this Bond Purchase Agreement with the East Nassau Stewardship District (the "District" or the "Issuer"). This offer is made subject to written acceptance hereof by the Issuer at or before 12:00 midnight, New York time, on the date hereof. If not so accepted, this offer will be subject to withdrawal by the Underwriter upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Capitalized terms that are not defined herein shall have the meaning ascribed to such term in the Limited Offering Memorandum or the Indenture, as applicable, each as defined herein.

1. Purchase and Sale. Upon the terms and conditions and in reliance on the representations, warranties, covenants and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of its \$_____ East Nassau Stewardship District (Nassau County, Florida) Special Assessment Revenue Bonds, Series 2018 (the "Series 2018 Bonds") (the "Series 2018 Bonds"). The Series 2018 Bonds shall be dated as of the date of their delivery and shall be payable on the dates and principal amounts, bear such rates of interest and be subject to redemption, all as set forth in Exhibit A attached hereto. Interest on the Series 2018 Bonds is payable semi-annually on May 1 and November 1 each year, commencing May 1, 2019. The aggregate purchase price for the Series 2018 Bonds shall be \$_____ (representing the aggregate par amount of the Series 2018 Bonds of \$_____, less an Underwriter's discount on the Series 2018 Bonds of \$_____).

The disclosure statement required by Section 218.385, Florida Statutes, is attached hereto as Exhibit B.

2. The Series 2018 Bonds. The Series 2018 Bonds are authorized and issued pursuant to the East Nassau Stewardship District Act, Chapter 2017-206, Laws of Florida, as

amended (the "Act"). The District was established for the purposes, among other things, of financing and managing the acquisition, construction, installation, maintenance and operation of the major infrastructure within the District. The Series 2018 Bonds are being issued pursuant to the Act and a Master Trust Indenture, dated as of November 1, 2018 (the "Master Indenture"), between the District and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a First Supplemental Trust Indenture (the "First Supplemental Indenture," together with the Master Indenture, the "Indenture") by and between the District and the Trustee and dated as of November 1, 2018, and Resolution Nos. 2017-25 and 2019-1 adopted by the District on August 10, 2017 and on October 18, 2018, respectively (collectively, the "Bond Resolutions"), authorizing the issuance of the Series 2018 Bonds. The Series 2018 Special Assessments comprising the Series 2018 Pledged Revenues will be levied by the Issuer on lands within the District specially benefited by the Series 2018 Project pursuant to resolutions duly adopted by the Board (collectively, the "Assessment Resolutions"). The Series 2018 Bonds shall be as described in, and shall be issued and secured pursuant to, the provisions of the Indenture. The Issuer has or will also enter into:

- (a) a continuing disclosure agreement with Wrathell, Hunt and Associates, LLC, as dissemination agent, and Wildlight, LLC (the "Developer") (the "Continuing Disclosure Agreement") dated November ____, 2018;
- (b) a True-Up Agreement with the Developer, dated November ____, 2018 (the "True-Up Agreement");
- (c) an agreement by and between the Issuer and Developer regarding the completion of certain improvements not funded with the Series 2018 Bonds dated November ____, 2018 (the "Completion Agreement");
- (d) a Collateral Assignment and Assumption of Development Rights Relating to the Wildlight Phase I CIP with the Developer dated November ____, 2018 (the "Assignment Agreement");
- (f) an Acquisition Agreement by and between the Issuer and the Developer dated _____, 2018 (the "Acquisition Agreement"); and
- (g) this Bond Purchase Agreement.

For purposes hereof, the Indenture and the documents described in (a) through (f) are referred to herein collectively as the "Financing Documents."

The Series 2018 Bonds are being issued to, together with other funds of the District: (i) finance a portion of the Cost of acquiring, constructing and equipping assessment improvements comprising the Series 2018 Project, as more particularly described in the Limited Offering Memorandum (as defined herein); (ii) pay certain costs associated with the issuance of the Series 2018 Bonds; (iii) pay a portion of the interest to become due on the Series 2018 Bonds;

and (iv) make a deposit into the Series 2018 Reserve Account to be held for the benefit of all of the Series 2018 Bonds, without privilege or priority of one Series 2018 Bond over another.

The principal and interest on the Series 2018 Bonds are payable from and secured by the Series 2018 Trust Estate, which includes the Series 2018 Pledged Revenues and the Series 2018 Pledged Funds. The Series 2018 Pledged Revenues consist of the revenues derived by the District from the Series 2018 Special Assessments.

3. Delivery of Limited Offering Memorandum and Other Documents. (a) Prior to the date hereof, the Issuer provided to the Underwriter for its review the Preliminary Limited Offering Memorandum dated _____, 2018, (the "Preliminary Limited Offering Memorandum"), that the Issuer deemed final as of its date, except for certain permitted omissions (the "permitted omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") in connection with the pricing of the Series 2018 Bonds. The Issuer hereby confirms that the Preliminary Limited Offering Memorandum was deemed final as of its date, except for the permitted omissions.

(b) The Issuer shall deliver, or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof or use good faith to deliver within such shorter period as may be requested by the Underwriter and at least three (3) business days prior to the date the Series 2018 Bonds are delivered to the Underwriter, or within such other period as the Underwriter may inform the Issuer which is necessary for the Underwriter to comply with regulations of the Municipal Securities Rulemaking Board ("MSRB") in order to accompany any confirmation that requests payment from any customer sufficient copies of the final Limited Offering Memorandum ("Limited Offering Memorandum") to enable the Underwriter to fulfill its obligations pursuant to the securities laws of Florida and the United States, in form and substance satisfactory to the Underwriter. In determining whether the number of copies to be delivered by the Issuer are reasonably necessary, at a minimum, the number shall be determined by the Underwriter and conveyed to the Issuer as shall be sufficient to enable the Underwriter to comply with the requirements of the Rule, all applicable rules of the MSRB, and to fulfill its duties and responsibilities under Florida and federal securities laws generally.

The Underwriter agrees to file the Limited Offering Memorandum in accordance with applicable MSRB rules.

The Issuer authorizes, or ratifies as the case may be, the use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in connection with the limited public offering and sale of the Series 2018 Bonds. The Underwriter agrees that it will not confirm the sale of any Series 2018 Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Limited Offering Memorandum.

(c) From the date hereof until the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in the Rule), or (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB (but in no case less than 25 days following the end of the underwriting period), if the Issuer has knowledge of the occurrence of any event which may make it necessary to amend or supplement the Limited Offering Memorandum in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the reasonable opinion of the Issuer or the reasonable opinion of the Underwriter, such event requires the preparation and publication of an amendment or supplement to the Limited Offering Memorandum, the Issuer, at its expense (unless such event was caused by the Underwriter), shall promptly prepare an appropriate amendment or supplement thereto (and file or cause, to be filed, the same with the MSRB, and mail such amendment or supplement to each record owner of Series 2018 Bonds) so that the statements in the Limited Offering Memorandum as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading, in a form and in a manner reasonably approved by the Underwriter. The Issuer will promptly notify the Underwriter of the occurrence of any event of which it has knowledge, which, in its opinion, is an event described in the preceding sentence. The amendments or supplements that may be authorized for use with respect to the Series 2018 Bonds are hereinafter included within the term “Limited Offering Memorandum.”

4. Authority of the Underwriter. The Underwriter is duly authorized to execute this Bond Purchase Agreement and to perform its obligations hereunder. The Underwriter hereby represents that neither it nor any “person” or “affiliate” has been on the “convicted vendor list” during the past 36 months, as all such terms are defined in Section 287.133, Florida Statutes, as amended.

5. Offering and Sale of Series 2018 Bonds. The Underwriter agrees to make a bona fide limited offering to “accredited investors” representing the general public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of Underwriter or wholesalers) of all of the Series 2018 Bonds at not in excess of the initial public offering price or prices (or below the yield or yields) set forth in Exhibit A hereto; provided, however, that the Underwriter may (i) offer and sell the Series 2018 Bonds to certain bond houses, brokers or to similar persons or organizations acting in the capacity of underwriters or wholesalers at prices lower than the public offering prices set forth in Exhibit A hereto, and (ii) change such initial offering prices (or yields) as the Underwriter deems necessary in connection with the marketing of the Series 2018 Bonds. The Underwriter agrees to assist the Issuer in establishing the issue price as provided in Section 20 hereof.

The Issuer hereby authorizes the Underwriter to use the Limited Offering Memorandum in connection with the limited public offering and sale of the Series 2018 Bonds and ratifies and confirms the distribution and use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with such public offering and sale.

6. Issuer Representations, Warranties, Covenants and Agreements. The Issuer represents and warrants to and covenants and agrees with the Underwriter that, as of the date hereof and as of the date of the Closing:

(a) The District is a unit of special and limited purpose local government, duly organized and established and validly existing under the Act and the Constitution and laws of the State of Florida, with full legal right, power and authority to: (i) adopt the Bond Resolutions and the Assessment Resolutions; (ii) enter into the Financing Documents; (iii) sell, issue and deliver the Series 2018 Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the Series 2018 Bonds for the purposes described in the Limited Offering Memorandum; (v) authorize the distribution of the Preliminary Limited Offering Memorandum and execution of the Limited Offering Memorandum; (vi) carry out and consummate the transactions contemplated by the Bond Resolutions, the Assessment Resolutions, the Financing Documents and the Limited Offering Memorandum; (vii) undertake the completion or acquisition of the Series 2018 Project; and (viii) levy and collect the Series 2018 Special Assessments that will secure the Series 2018 Bonds. The Issuer has complied, and at the Closing (hereinafter defined) will be in compliance in all respects, with the terms of the Act and with the obligations on its part contained in the Financing Documents and the Series 2018 Bonds.

(b) The District has complied with the Bond Resolutions, the Assessment Resolutions, the Act, and the Constitution and laws of the State of Florida in all matters relating to the Financing Documents and the Series 2018 Bonds, and the imposition, and levy and collection of the Series 2018 Special Assessments.

(c) The District has duly authorized and approved (1) the execution and delivery, or adoption, as the case may be, and performance of the Financing Documents, the Series 2018 Special Assessments and the Series 2018 Bonds, (2) the use and distribution of the Preliminary Limited Offering Memorandum and the execution, delivery and distribution of the Limited Offering Memorandum, and (3) the taking of any and all such action as may be required on the part of the District to carry out, give effect to and consummate the transactions contemplated by the Financing Documents, the Series 2018 Special Assessments, the Series 2018 Bonds and the Limited Offering Memorandum.

(d) Each of the Financing Documents constitutes a legally valid and binding obligation of the District enforceable in accordance with its terms, and, upon due authorization, execution and delivery hereof and thereof by the parties hereto and thereto, will constitute a legal, valid and binding obligation of the District enforceable in accordance with its terms.

(e) When delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Bond Purchase Agreement, the Series 2018 Bonds will have been duly authorized, executed, authenticated, issued and delivered and will constitute legal, valid and binding special obligations of the District, conforming to the Act, and entitled to the benefit and security of the Indenture.

(f) Upon the execution, authentication, issuance and delivery of the Series 2018 Bonds as aforesaid, the Indenture will provide, for the benefit of the holders from time to time of the Series 2018 Bonds, a legally valid and binding pledge of and a security interest in and to the Series 2018 Pledged Revenues pledged to the Series 2018 Bonds, subject only to the provisions of the Indenture permitting the application of such Series 2018 Pledged Revenues for the purposes and on the terms and conditions set forth in the Indenture.

(g) Other than any approvals that might be required under the securities laws of any state, no approval, permit, consent or authorization of, or registration or filing with, any governmental or public agency or authority or any other entity not already obtained or made, or to be made simultaneously with the issuance of the Series 2018 Bonds, is required to be obtained by the District in connection with the issuance and sale of the Series 2018 Bonds, or the execution and delivery by the District of, or the due performance of its obligations under the Financing Documents and the Series 2018 Bonds, and any such approvals, permits, consents or authorizations so obtained are in full force and effect.

(h) Other than as disclosed in the Limited Offering Memorandum, the District is not in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States, the Financing Documents, the Series 2018 Bonds or any applicable judgment or decree or any other loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, that could have a materially adverse effect on the business or operations of the District, and no event of default by the District has occurred and is continuing under any such instrument.

(i) The execution and delivery by the District of the Financing Documents, the Series 2018 Bonds and any other instrument to which the District is a party and which is used or contemplated for use in conjunction with the transactions contemplated by the Financing Documents, the Series 2018 Bonds or the Limited Offering Memorandum, and the compliance with the provisions of each such instrument and the consummation of any transactions contemplated hereby and thereby, will not conflict with or constitute a breach of, or default under any indenture, contract, agreement, or other instrument to which the District is a party or by which it is bound, or to the best of its knowledge under any provision of the Constitution of the State of Florida or any existing law, rule, regulation, ordinance, judgment, order or decree to which the District (or any of its supervisors or officers in their respective capacities as such) or its properties is subject.

(j) Except as disclosed in the Limited Offering Memorandum, there is no action, suit, hearing, inquiry or investigation, at law or in equity, before or by any court, public board, agency or body, pending or, to the best knowledge of the District, threatened against or affecting the District or any of its supervisors in their respective capacities as such, in which an unfavorable decision, ruling or finding would, in any material way, adversely affect (1) the transactions contemplated by the Financing Documents, the Series 2018 Bonds or the proceedings relating to the Series 2018 Special Assessments, (2) the organization, existence or

powers of the District or any of its supervisors or officers in their respective capacities as such, (3) the business, properties or assets or the condition, financial or otherwise, of the District, (4) the validity or enforceability of the Series 2018 Bonds, the Financing Documents, the Series 2018 Special Assessments or any other agreement or instrument to which the District is a party and which is used or contemplated for use in the transactions contemplated hereby or by the Indenture, (5) the exclusion from gross income for federal income tax purposes of the interest on the Series 2018 Bonds, (6) the exemption under the Act of the Series 2018 Bonds and the interest thereon from taxation imposed by the State of Florida, (7) the legality of investment in the Series 2018 Bonds for certain investors as provided in the Act, (8) the issuance, sale or delivery of the Series 2018 Bonds, or (9) the collection of the Series 2018 Special Assessments and the pledge thereof under the Indenture to pay the principal or premium, if any, or interest on the Series 2018 Bonds.

(k) Except as disclosed in the Limited Offering Memorandum, the District has not issued, assumed or guaranteed any indebtedness, incurred any material liabilities, direct or contingent, or entered into any contract or arrangement of any kind payable from or secured by a pledge of the Series 2018 Trust Estate pledged to the Series 2018 Bonds with a lien thereon prior to or on a parity with the lien of the Series 2018 Bonds.

(l) Between the date of this Bond Purchase Agreement and the date of the Closing, the District will not, without the prior written consent of the Underwriter, incur any material liabilities, direct or contingent, nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District, other than (1) as contemplated by the Limited Offering Memorandum, or (2) in the ordinary course of business.

(m) Any certificates signed by any official of the District authorized to do so shall be deemed a representation and warranty by the District to the Underwriter as to the statements made therein.

(n) No representation or warranty by the District in this Bond Purchase Agreement nor any statement, certificate, document or exhibit furnished to or to be furnished by the District pursuant to this Bond Purchase Agreement or the Limited Offering Memorandum or in connection with the transactions contemplated hereby contains or will contain on the date of Closing any untrue statement of a material fact or omits or will omit a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided, however, that no representation is made with respect to information concerning The Depository Trust Company or the Underwriter.

(o) Other than as disclosed in the Limited Offering Memorandum, the District is not in default and has not been in default at any time after December 31, 1975 as to principal or interest with respect to any obligations issued or guaranteed by the District.

7. The Closing. At 12:00 noon, New York time, on November ____, 2018, or at such earlier or later time or date to which the Issuer and the Underwriter may mutually agree, the Issuer will, subject to the terms and conditions hereof, deliver the Series 2018 Bonds to the Underwriter in full book-entry form, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the aggregate purchase price of the Series 2018 Bonds as set forth in Paragraph 1 hereof (such delivery of and payment for the Series 2018 Bonds is herein called the "Closing"). The Issuer shall cause CUSIP identification numbers to be printed on the Series 2018 Bonds, but neither the failure to print such number on any Series 2018 Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Series 2018 Bonds in accordance with the terms of this Bond Purchase Agreement. The Closing shall occur at the offices of the Issuer, or such other place to which the Issuer and the Underwriter shall have mutually agreed. The Series 2018 Bonds shall be prepared and delivered as fully registered bonds in such authorized denominations and registered in full book-entry form in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") and shall be delivered to DTC during the business day prior to the Closing for purposes of inspection, unless the DTC "F.A.S.T." procedure is used which requires the Registrar to retain possession of the Series 2018 Bonds.

8. Closing Conditions. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the District contained herein and contained in the documents and instruments delivered at the Closing, and upon the performance by the District of its obligations hereunder, as of the date of the Closing. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement to cause the purchase, acceptance of delivery and payment for the Series 2018 Bonds shall be subject to the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the District contained herein shall be true, complete and correct on and as of the date of the Closing, the statements made in all certificates and other documents delivered to the Underwriter at the Closing shall be true, complete and correct as of the date of Closing, and the District shall be in compliance with each of the agreements made by it in this Bond Purchase Agreement and the Indenture as of the date of Closing;

(b) At the Closing, (1) the Financing Documents, the Bond Resolutions and the Series 2018 Special Assessments shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and the District shall have adopted and there shall be in full force and effect such additional agreements therewith and in connection with the issuance of the Series 2018 Bonds all such action as in the reasonable opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, (2) the Limited Offering Memorandum shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the

Underwriter, (3) there shall not have occurred any event that causes the Limited Offering Memorandum or any amendment or supplement thereto to contain an untrue or misleading statement of fact that in the opinion of the Underwriter or its counsel is material or omits to state a fact that in the opinion of the Underwriter or its counsel is material and necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (4) the District shall perform or shall have performed all of its obligations under or specified in the Financing Documents to be performed at or prior to the Closing, and (5) the Series 2018 Bonds shall have been duly authorized, executed, authenticated and delivered;

(c) At or prior to the Closing, the Underwriter and the District shall have received executed or certified copies of the following documents:

(1) Certificates, dated the date of Closing regarding the Limited Offering Memorandum and no default;

(2) The Bond Resolutions and the Assessment Resolutions, certified by authorized officers of the District under its seal as true and correct copies and as having been adopted with only such amendments, modifications or supplements as may have been approved by the Underwriter;

(3) The Indenture and the proceedings relating to the levy of the Series 2018 Special Assessments, certified by authorized officers of the District as true and correct copies;

(4) The Limited Offering Memorandum, executed on behalf of the District by the Chair or Vice Chair, and each supplement or amendment, if any, thereto;

(5) A certificate of the District, dated the date of Closing, signed on its behalf by the Chair and the Secretary of its Board of Supervisors, in substantially the form of Exhibit C hereto;

(6) An opinion, dated the date of Closing, of Greenberg Traurig, P.A., Orlando, Florida, Bond Counsel, substantially in the form attached as an Appendix to the Limited Offering Memorandum;

(7) A supplemental opinion, dated the date of Closing, of Bond Counsel to the effect that (i) the Underwriter may rely on the approving opinion of Bond Counsel as though such opinion were addressed to them; (ii) the Series 2018 Bonds are exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended (the "1933 Act"), and Section 304(a)(4) of the Trust Indenture Act of 1939, as amended (the "1939 Act") and it is not necessary in connection with the sale of the Series 2018 Bonds to the public to register the Series 2018 Bonds under the 1933 Act, or to qualify the Indenture under the 1939 Act; and (iii) Bond Counsel has reviewed the statements contained in the Limited Offering Memorandum under the sections captioned "DESCRIPTION OF THE SERIES 2018 BONDS" (other than the portion thereof

captioned "Book-Entry Only System" and other than any information therein relating to DTC or the book-entry system, as to which no opinion is expressed), "SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2018 BONDS" (other than the portions thereof captioned "Agreement for Assignment of Development Rights," "Completion Agreement," and "True-Up Agreement" as to all of which no opinion will be expressed), and are of the opinion that insofar as such statements purport to be summaries of certain provisions of the Series 2018 Bonds, the Act, and the Indenture, that such statements fairly represent the documents purported to be summarized therein. Bond Counsel has also reviewed the statements contained in the Limited Offering Memorandum on the cover relating to Bond Counsel's opinion and under the caption "TAX MATTERS" and are of the opinion that insofar as such sections purport to summarize the provisions of the Internal Revenue Code of 1986, as amended, and applicable laws of the State of Florida, such sections are correct as to matters therein set forth;

(8) An opinion, dated the date of Closing, of Hopping Green & Sams, P.A., Tallahassee, Florida, District Counsel, in substantially the form of Exhibit D hereto;

(9) Copies of the Master Special Assessment Methodology Report for the Wildlight Village Phase 1, dated December 14, 2017, revised January 23, 2018, and July 30, 2018, the First Addendum to Master Special Assessment Methodology Report for Wildlight Village Phase 1, dated August 6, 2018 and the Supplemental Special Assessment Methodology Report for Wildlight Village Phase 1, dated October 18, 2018, each as prepared by Wrathell, Hunt and Associates, LLC, and a certificate from such firm in substantially the form attached hereto as Exhibit E;

(10) An opinion, dated the date of Closing, of Bryant Miller Olive P.A., Orlando, Florida, Counsel to the Underwriter (the "Underwriter's Counsel"), in form and substance satisfactory to the Underwriter;

(11) An opinion, dated the date of Closing and addressed to the Underwriter and the Issuer, of Holland & Knight LLP, Miami, Florida, Counsel to the Trustee, in form and substance acceptable to the Underwriter and Issuer and a customary authorization and incumbency certificate, dated the Closing Date, signed by authorized officers of the Trustee;

(12) A certificate of the Developer, in substantially the form of the certificate included herein as Exhibit F, and opinion, dated the date of Closing, of Gunster Yoakley & Stewart, P.A., Jacksonville, Florida, Counsel to the Developer addressed to the District and the Underwriter, in substantially the form included herein as Exhibit G (which may be addressed to such parties in one or more separate opinions);

(13) Copies of the East Nassau Stewardship District Engineers Report for Wildlight Village Phase 1, dated August 10, 2017, revised December 14, 2017, and August 6, 2018, the East Nassau Stewardship District Engineers Report – First

Addendum for Wildlight Village Phase 1, dated August 6, 2018, and the East Nassau Stewardship District Supplemental Engineers Report for Wildlight Village Phase 1, dated October 18, 2018 (collectively, the "Engineer's Report") and a certificate from the Issuer's Consulting Engineer, in substantially the form attached hereto as Exhibit H dated the Closing Date and addressed to the Issuer and the Underwriter;

(14) A certificate, dated the date of Closing, of the authorized officers of the District to the effect that, on the basis of the facts, estimates and circumstances in effect on the Closing Date, it is not expected that the proceeds of the Series 2018 Bonds will be used in a manner that would cause the Series 2018 Bonds to be "arbitrage bonds" within the meaning of Section 148 of Internal Revenue Code of 1986, as amended;

(15) Specimen Series 2018 Bonds;

(16) A copy of the executed DTC Blanket Issuer Letter of Representations between the District and The Depository Trust Company, New York, New York;

(17) A Declaration of Consent to Jurisdiction of East Nassau Stewardship District and to Imposition of Special Assessments (the "Declaration of Consent") executed and delivered by each owner of real property within the District which is subject to the Series 2018 Special Assessments;

(18) Executed Financing Documents;

(19) A certificate executed by the District Manager that all resolutions required to be published by Florida law have been published in accordance with the requirements of Florida law;

(20) Evidence of compliance with the requirements of Section 189.051 and Section 215.84, Florida Statutes; and

(21) Such additional legal opinions, certificates (including such certificates as may be required by regulations of the Internal Revenue Service in order to establish the tax exempt character of the Series 2018 Bonds, which certificates shall be satisfactory in form and substance to Bond Counsel), and other evidence as the Underwriter, Bond Counsel or Underwriter's Counsel may deem necessary to evidence the truth and accuracy as of the Closing of the representations and warranties of the District herein contained and of the information contained in the Limited Offering Memorandum and the due performance and satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by it.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance as set forth herein or as described herein or as otherwise satisfactory to the Underwriter. Receipt of, and payments for,

the Series 2018 Bonds shall constitute evidence of the satisfactory nature of such as to the Underwriter. The performance of any and all obligations of the District hereunder and the performance of any and all conditions herein for the benefit of the Underwriter may be waived by the Underwriter in their sole discretion.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to cause the purchase, acceptance and delivery and payment for the Series 2018 Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to cause the purchase, acceptance of delivery and payment of the Series 2018 Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate, and neither the Underwriter nor the District shall be under further obligation hereunder, but the respective obligations of the Underwriter and the District set forth in Section 9 hereof shall continue in full force and effect.

9. Termination. The Underwriter may terminate this Bond Purchase Agreement by written notice to the Issuer in the event that between the date hereof and the Closing:

(a) the marketability of the Series 2018 Bonds or the market price thereof, in the reasonable opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation (other than any actions taken by either House of Congress on or prior to the date hereof) (i) enacted or adopted by the United States, (ii) recommended to the Congress or otherwise endorsed for passage, by press release, other form of notice or otherwise, by the President of the United States, the Chair or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, the Treasury Department of the United States or the Internal Revenue Service, or (iii) favorably reported out of the appropriate Committee for passage to either House of the Congress by any full Committee of such House to which such legislation has been referred for consideration, or by any decision of any court of the United States or by any order, rule or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other authority or regulatory body of the United States, or by a release or announcement or communication issued or sent by the Treasury Department or the Internal Revenue Service of the United States, or any comparable legislative, judicial or administrative development affecting the federal tax status of the Issuer, its property or income, obligations of the general character of the Series 2018 Bonds, as contemplated hereby, or the interest thereon; or

(b) any legislation, rule, or regulations shall be introduced in, or be enacted or adopted in the State of Florida, or a decision by any court of competent jurisdiction within the State of Florida shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2018 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2018 Bonds to be purchased by them; or

(c) any amendment to the Limited Offering Memorandum is proposed by the Issuer or deemed necessary by Bond Counsel, or the Underwriter which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2018 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2018 Bonds to be purchased by them; or

(d) there shall have occurred any outbreak or escalation of hostility, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Underwriter, impractical or inadvisable to proceed with the offering or delivery of the Series 2018 Bonds as contemplated by the Limited Offering Memorandum (exclusive of any amendment or supplement thereto); or

(e) legislation shall be enacted or adopted, or any action shall be taken by, or on behalf of, the Securities and Exchange Commission which, in the reasonable opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Series 2018 Bonds to be registered under the Securities Act of 1933, as amended, or the Indenture to be qualified under the Trust Indenture Act of 1939, as amended, or any laws analogous thereto relating to governmental bodies, and compliance therewith cannot be accomplished prior to the Closing; or

(f) legislation shall be introduced by amendment or otherwise in or be enacted by, the House of Representatives or the Senate of the Congress of the United States, or a decision by a Court of the United States of America shall be rendered, or a stop order, ruling, release, regulation, Limited Offering Memorandum or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental authority having jurisdiction of the subject matter of the Series 2018 Bonds shall have been proposed, issued or made (which is beyond the control of the Underwriter or the Issuer to prevent or avoid) to the effect that the issuance, offering or sale of the Series 2018 Bonds as contemplated hereby or by the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Series 2018 Bonds is or would be in violation of any of the federal securities laws at Closing, including the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the Trust Indenture Act of 1939, as amended and then in effect, or with the purpose or effect of otherwise prohibiting the offering and sale of obligations of the general character of the Series 2018 Bonds, or the Series 2018 Bonds, as contemplated hereby; or

(g) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the Issuer or proceedings under the federal or State of Florida bankruptcy laws shall have been instituted by the Issuer, in either case the effect of which, in the reasonable judgment of the Underwriter, is such as to materially and adversely affect (i) the market price or the marketability of the Series 2018 Bonds, or (ii) the ability of the Underwriter to enforce contracts for the sale of the Series 2018 Bonds; or

(h) a general banking moratorium shall have been declared by the United States, New York or Florida authorities, which in the reasonable opinion of the Underwriter, materially

adversely affects the market for the Series 2018 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2018 Bonds to be purchased by them; or

(i) any national securities exchange, or any governmental authority, shall impose, as to the Series 2018 Bonds or obligations of the general character of the Series 2018 Bonds any material restrictions not now in force, or increase materially those now in force, with respect to the establishment of material restrictions upon trading of securities, including limited or minimum prices, by any governmental authority or by any national securities exchange, which in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2018 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2018 Bonds to be purchased by it; or

(j) legal action shall have been filed against the Issuer wherein an adverse ruling would materially adversely affect the transactions contemplated hereby or by the Limited Offering Memorandum or the validity of the Series 2018 Bonds, the Bond Resolutions, the Assessment Resolutions, the Indenture, this Bond Purchase Agreement, or any other Financing Documents; provided, however, that as to any such litigation, the Issuer may request and the Underwriter may accept an opinion by Bond Counsel, or of other counsel acceptable to the Underwriter, that in such counsel's opinion the issues raised by any such litigation or proceeding are without substance or that the contentions of any plaintiffs therein are without merit; or

(k) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's obligations; or

(l) any information shall have become known which, in the Underwriter's reasonable opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in the Limited Offering Memorandum, as the information contained therein has been supplemented or amended by other information, or causes the Limited Offering Memorandum, as so supplemented or amended, to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading and upon the receipt of notice of same by the Issuer, the Issuer fails to promptly amend or supplement the Limited Offering Memorandum; or

(m) an event occurs as a result of which the Limited Offering Memorandum, as then amended or supplemented, would include an untrue statement of a material fact or omit to state any material fact which is necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading which, in the reasonable opinion of the Underwriter, requires an amendment or supplement to the Limited Offering Memorandum and, in the reasonable opinion of the Underwriter, materially adversely affects the marketability of the Series 2018 Bonds or the contemplated offering prices

thereof and upon the receipt of notice by the Issuer, the Issuer fails to promptly amend or supplement the Limited Offering Memorandum.

(n) the IRS makes a determination with respect to any special purpose development district formed under State law (referred to herein as a “Special District”) deeming that all or certain of such Special Districts are not a “political subdivision” for purposes of Section 103(a) of the Code, and such determination, in the reasonable opinion of the Underwriter, materially adversely affects the federal tax status of the District, the tax exempt character or marketability of the Series 2018 Bonds or the contemplated offering prices thereof.

10. Expenses.

(a) The District agrees to pay from the proceeds of the Series 2018 Bonds, and the Underwriter shall be under no obligation to pay, all expenses incident to the performance of the District's obligations hereunder, including but not limited to (1) the cost of the preparation, printing or other reproduction (for distribution prior to, on or after the date of acceptance of this Bond Purchase Agreement) of a reasonable number of copies of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum; (2) the fees and disbursements of Bond Counsel, District Counsel, Wrathell, Hunt and Associates, LLC, as Assessment Consultant, England-Thims & Miller, Inc., as Consulting Engineer, and any other experts or consultants retained by the District, including, but not limited to, the fees and expenses of the District Manager; (3) the fees and disbursements of Underwriter's Counsel, (4) the fees and disbursements of the Trustee, Bond Registrar and Paying Agent under the Indenture; and (5) out-of-pocket expenses of the District.

(b) The Underwriter shall pay (1) the cost of qualifying the Series 2018 Bonds for sale in various states chosen by the Underwriter and the cost of preparing or printing any Blue Sky and legal investment memoranda to be used in connection with such sale; and (2) out-of-pocket expenses, including advertising, incurred by them in connection with their offering and distribution of the Series 2018 Bonds.

(c) In the event that either the District or the Underwriter shall have paid obligations of the other as set forth in this Section, adjustment shall be made at or prior to Closing.

11. No Advisory or Fiduciary Role. The District acknowledges and agrees that (i) the purchase and sale of the Series 2018 Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act), agent or fiduciary of the District, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto

(irrespective of whether the Underwriter or any affiliate of the Underwriter has provided other services or is currently providing other services to the District on other matters) and the Underwriter has no obligation to the District with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering of the Series 2018 Bonds, (v) the Underwriter has financial and other interests that differ from those of the District, and (vi) the District has received the Underwriter's G-17 Disclosure Letter.

12. Notices. All notices, demands and formal actions hereunder shall be in writing and mailed, telegraphed or delivered to:

The Underwriter: MBS Capital Markets, LLC
152 Lincoln Avenue
Winter Park, Florida 32789
Attention: Brett Sealy

The District: East Nassau Stewardship District
c/o District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attention: Craig Wrathell
Phone: (561) 570-0010

Copy to: Jonathan T. Johnson, Esq.
Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301

13. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assignees of the Issuer or the Underwriter) and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, covenants and agreements in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriter; (ii) the delivery of and payment for the Series 2018 Bonds pursuant to this Bond Purchase Agreement; or (iii) any termination of this Bond Purchase Agreement but only to the extent provided by the last paragraph of Section 8 hereof.

14. Waiver. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the Issuer hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter, in their sole discretion.

15. Effectiveness. This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof by the Chair or Vice Chair of the District and shall be valid and enforceable at the time of such acceptance.

16. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

17. Headings. The headings of the sections of this Bond Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

18. Florida Law Governs. The validity, interpretation and performance of this Bond Purchase Agreement shall be governed by the laws of the State of Florida.

19. Truth In Bonding Statement. Pursuant to the provisions of Section 218.385(2) and (3), Florida Statutes, as amended, the Underwriter provides the following truth-in-bonding statement:

(a) The Issuer is proposing to issue the Series 2018 Bonds for the purposes described in Section 2 hereof. The Series 2018 Bonds are expected to be repaid over a period of approximately [30] years. At a true interest cost of approximately _____%, total interest paid over the life of the Series 2018 Bonds will be approximately \$_____.

(b) The sources of repayment for the Series 2018 Bonds is the Series 2018 Trust Estate described in Section 2 hereof. Authorizing the Series 2018 Bonds will result in an average of approximately \$_____ not being available to finance other services of the Issuer every year for approximately [30] years.

20. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2018 Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit I, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2018 Bonds.

(b) Except as otherwise set forth in Schedule A to Exhibit I attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2018 Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2018 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the

Series 2018 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2018 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Series 2018 Bonds of that maturity or until all Series 2018 Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Series 2018 Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule A to Exhibit I attached hereto, except as otherwise set forth therein. Schedule A to Exhibit I also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Series 2018 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2018 Bonds, the Underwriter will neither offer nor sell unsold Series 2018 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2018 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer when it has sold 10% of that maturity of the Series 2018 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Series 2018 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Series 2018 Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Series 2018 Bonds of that maturity or all Series 2018 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2018 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution

agreement was employed in connection with the initial sale of the Series 2018 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series 2018 Bonds.

(e) The Underwriter acknowledges that sales of any Series 2018 Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2018 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2018 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2018 Bonds to the public),

(iii) a purchaser of any of the Series 2018 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

[Remainder of page intentionally left blank]

21. Entire Agreement. This Bond Purchase Agreement when accepted by you in writing as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the Issuer or the Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof.

Very truly yours,

MBS CAPITAL MARKETS, LLC

By: _____

Name: Brett Sealy

Title: Managing Partner

Accepted by:

EAST NASSAU STEWARDSHIP DISTRICT

By: _____

Name: Michael Hahaj

Title: Chair

[Signature page to Bond Purchase Agreement]

EXHIBIT A

AMOUNTS, INTEREST RATES, MATURITIES, YIELDS, AND PRICES

REDEMPTION PROVISIONS FOR THE SERIES 2018 BONDS

** Terms as defined in the Limited Offering Memorandum.

EXHIBIT B

**EAST NASSAU STEWARDSHIP DISTRICT
(Nassau County, Florida)**

\$ _____
Special Assessment Revenue Bonds, Series 2018

DISCLOSURE STATEMENT

_____, 2018

East Nassau Stewardship District
Nassau County, Florida

Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the above-referenced bonds (the "Series 2018 Bonds"), MBS Capital Markets, LLC (the "Underwriter"), having purchased the above-captioned Series 2018 Bonds pursuant to a Bond Purchase Agreement dated _____, 2018 (the "Bond Purchase Agreement") between the Underwriter and East Nassau Stewardship District (the "District"), makes the following disclosures in connection with the limited public offering and sale of the Series 2018 Bonds:

(a) The total underwriting discount paid to the Underwriter pursuant to the Bond Purchase Agreement is \$ _____ ([_____]%).

(b) The total amount of expenses estimated to be incurred by the Underwriter in connection with the issuance of the Series 2018 Bonds is \$ _____. An itemization of these expenses is attached hereto as Schedule I.

(c) There are no "finders" as such term is used in Sections 218.385 and 218.386, Florida Statutes, in connection with the issuance of the Series 2018 Bonds.

(d) The components of the Underwriter's discount are as follows:

| | | | |
|-----------------|------------------|----|----------|
| Management Fee: | \$ _____/\$1,000 | or | \$ _____ |
| Takedown: | \$ _____/\$1,000 | or | \$ _____ |
| Expenses: | \$ _____/\$1,000 | or | \$ _____ |

(e) There are no other fees, bonuses, or other compensation estimated to be paid by the Underwriter in connection with the Series 2018 Bonds to any person not regularly employed or retained by the Underwriter.

(f) The name and address of the Underwriter is set forth below:

MBS Capital Markets, LLC
152 Lincoln Avenue
Winter Park, Florida 32789

We understand that you do not require any further disclosure from the Underwriter, pursuant to Section 218.385(6), Florida Statutes, as amended.

Very truly yours,

MBS CAPITAL MARKETS, LLC

By: _____

Name: Brett Sealy

Title: Managing Partner

SCHEDULE I

ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITER

| | |
|--------------------------------|----|
| Travel Expenses | \$ |
| Communication | |
| Day Loan | |
| Clearance & Settlement Charges | |
| CUSIP / DTC | |
| Contingency | |
| <hr/> Total | \$ |

EXHIBIT C

CERTIFICATE OF DISTRICT

The undersigned, as Chair and Secretary, respectively, of the Board of Supervisors of East Nassau Stewardship District (the "District"), a local unit of special-purpose government duly established and validly existing under and pursuant to the Constitution and laws of the State of Florida, particularly the East Nassau Stewardship District Act, Chapter 2017-206, Laws of Florida, as amended (the "Act"), hereby certify to MBS Capital Markets, LLC (the "Underwriter") in satisfaction of Section 8(c)(5) of the Bond Purchase Agreement, dated _____, 2018, with the District (the "Bond Purchase Agreement") in connection with the issuance by the District of its \$_____ East Nassau Stewardship District (Nassau County, Florida) Special Assessment Revenue Bonds, Series 2018 (the "Series 2018 Bonds"), as follows (terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Bond Purchase Agreement):

1. Michael Hahaj is the duly appointed and acting Chair of, and Craig Wrathell is the duly appointed and acting Secretary to, the Board of Supervisors of the District, authorized by resolution of the Board of Supervisors of the District pursuant to the Act to be custodian of all bonds, documents and papers filed with the District and the official seal of the District.

2. The following named persons are as of the date hereof the duly elected, qualified and acting members of the Board of Supervisors of the District:

| <u>Name</u> | <u>Title</u> | <u>Term Expires</u> |
|----------------|---------------------|---------------------|
| Michael Hahaj* | Chair | November 2020 |
| Dan Roach* | Vice Chair | November 2018 |
| Rob Fancher* | Assistant Secretary | November 2020 |
| Bob Rhodes* | Assistant Secretary | November 2018 |
| Max Hord* | Assistant Secretary | November 2020 |

[* Employees of affiliate of Developer.]

3. The following named persons are the only designated, elected or appointed, qualified and acting officers of the Board of Supervisors of the District, holding the office of appointment set forth opposite their names, respectively:

| <u>Name</u> | <u>Title</u> |
|---------------|---------------------|
| Michael Hahaj | Chair |
| Dan Roach | Vice Chair |
| Rob Fancher | Assistant Secretary |
| Bob Rhodes | Assistant Secretary |

Max Hord
Craig Wrathell

Assistant Secretary
Secretary

Each of said persons since his appointment as aforesaid has been and now is the duly designated and qualified officer of the Board of Supervisors of the District holding the office set forth opposite his name, if required to file an oath of office, has done so, and if legally required to give a bond or undertaking has filed such bond or undertaking in form and amount required by law.

4. The seal, an impression of which appears below, was duly adopted by the District as its official seal and is the only legally adopted, proper and official seal of the District.

5. The Board of Supervisors of the District, at a duly called and held meeting of the Board of Supervisors of the District on August 10, 2017 and October 18, 2018, duly adopted Resolution Nos. 2017-25 and 2019-1, respectively, true and correct copies of which are attached hereto (collectively, the "Bond Resolutions"), which Bond Resolutions remain in full force and effect on the date hereof.

7. The Board of Supervisors of the District, at a duly called and held meeting of the Board of Supervisors of the District on August 6, 2018, August 6, 2018, September 20, 2018, and November __, 2018 duly adopted Resolution Nos. 2018-13, 2018-14, 2018-19 and 2019-__, respectively, true and correct copies of which are attached hereto (collectively, the "Assessment Resolutions"), which Assessment Resolutions remain in full force and effect on the date hereof.

8. The District has complied with the provisions of Chapters 170 and 197, Florida Statutes related to the imposition, levy, collection and enforcement of the Series 2018 Special Assessments.

8. Upon authentication and delivery of the Series 2018 Bonds, the District will not be in default in the performance of the terms and provisions of the Bond Resolutions, the Assessment Resolutions or the Indenture.

9. Each of the representations and warranties made by the District in the Bond Purchase Agreement is, to the best of our knowledge and belief, true and accurate on and as of this date.

10. The District has complied with all the agreements and satisfied all the conditions on its part to be complied with on or before the date hereof for delivery of the Series 2018 Bonds pursuant to the Bond Purchase Agreement, the Bond Resolutions, the Assessment Resolutions and the Indenture.

11. To the best of our knowledge, since the date of the Limited Offering Memorandum, no material and adverse change has occurred in the business, properties, other assets and financial position of the District or results of operations of the District; and to the best of our knowledge, the District has not, since the date of the Limited Offering Memorandum,

incurred any material liabilities other than as set forth in or contemplated by the Limited Offering Memorandum.

12. To the best of our knowledge, the statements appearing in the Limited Offering Memorandum did not as of its date and do not as of the date hereof contain an untrue statement of a material fact or omit to state a material fact required to be included therein or necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading; provided, however, that no representation is made with respect to information concerning The Depository Trust Company or its book-entry only system. Subject to the foregoing limitations, nothing has come to our attention which would lead us to believe that the Limited Offering Memorandum, as of its date or as of the date hereof contained an untrue statement of a material fact, or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made not misleading.

13. Except as set forth in the Limited Offering Memorandum, no litigation or other proceedings are pending or to the knowledge of the District threatened in or before any agency, court or tribunal, state or federal, (a) restraining or enjoining or seeking to restrain or enjoin the issuance, sale, execution or delivery of any of the Series 2018 Bonds or the imposition, levy and collection of the Series 2018 Special Assessments or the pledge thereof to the payment of the principal of and premium, if any, and interest on the Series 2018 Bonds, (b) questioning or affecting the validity of any provision of the Series 2018 Bonds, the Bond Resolutions, the Assessment Resolution, the Series 2018 Special Assessments or the Financing Documents, as those documents are defined in the Bond Purchase Agreement, (c) questioning or affecting the validity of any of the proceedings or the authority for the authorization, sale, execution or delivery of the Series 2018 Bonds, (d) questioning or affecting the organization or existence of the District or the title of any of its officers to their respective offices or any powers of the District under the laws of the State of Florida, (e) contesting or affecting the Series 2018 Special Assessments, (f) contesting the accuracy or completeness of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum, (g) contesting the exclusion of interest on the Series 2018 Bonds from federal income taxation, or (h) contesting the exemption from taxation of the Series 2018 Bonds and the interest thereon under Florida law or the legality for investment therein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, we have hereunder set our hands this ____ day of November, 2018.

EAST NASSAU STEWARDSHIP DISTRICT

By: _____
Michael Hahaj,
Chair, Board of Supervisors

By: _____
Craig Wrathell,
Secretary to Board of Supervisors
East Nassau Stewardship District

EXHIBIT D
FORM OF DISTRICT COUNSEL OPINION

November ____, 2018

East Nassau Stewardship District
Nassau County, Florida

MBS Capital Markets, LLC
Winter Park, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida
(solely for reliance upon Sections C.1. and C.3.)

Re: \$_____ East Nassau Stewardship District (Nassau County, Florida) Special
 Assessment Revenue Bonds, Series 2018

Ladies and Gentlemen:

We serve as counsel to the East Nassau Stewardship District (“**District**”), a local unit of special-purpose government established pursuant to the laws of the State of Florida, in connection with the sale by the District of its \$_____ East Nassau Stewardship District (Nassau County, Florida) Special Assessment Revenue Bonds, Series 2018 (together, the “**Bonds**”). This letter is delivered to you pursuant to Section 207(iii) of the Master Indenture (defined below), Section 207(d) of the First Supplemental Trust Indenture (defined below), and Section 8(c)(8) of the Bond Purchase Agreement (referenced below), and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given it to it in the Indenture (defined herein).

A. DOCUMENTS EXAMINED

In rendering the opinions set forth below, we have examined and/or relied upon the following documents and have made such examination of law as we have deemed necessary or appropriate:

1. The East Nassau Stewardship District Act, Chapter 2017-206, Laws of Florida, as amended (“**Act**”);
2. the *Master Trust Indenture*, dated as of November 1, 2018 (“**Master Indenture**”), as supplemented by the *First Supplemental Trust Indenture*, dated as of November 1, 2018 (“**Supplemental Trust Indenture**,” and together with the Master

- Indenture, "**Indenture**"), each by and between the District and U.S. Bank National Association, as trustee ("**Trustee**");
3. Resolutions Nos. 2017-25 and 2019-1 adopted by the District on August 10, 2017, and October 18, 2018, respectively (collectively, "**Bond Resolution**");
 4. the *East Nassau Stewardship District Engineers Report for Wildlight Village Phase 1*, dated August 10, 2017, revised December 14, 2017, and August 6, 2018, the *East Nassau Stewardship District Engineers Report – First Addendum for Wildlight Village Phase 1*, dated August 6, 2018, and the *East Nassau Stewardship District Supplemental Engineers Report for Wildlight Village Phase 1*, dated October 18, 2018 (collectively, "**Engineer's Report**"), which describes among other things, the "**Project**";
 5. *Master Special Assessment Methodology Report for Wildlight Village Phase 1* dated December 14, 2017, and revised January 23, 2018, and July 30, 2018, as supplemented by the *First Addendum to Master Special Assessment Methodology Report for Wildlight Village Phase 1*, dated August 6, 2018, and the *Supplemental Special Assessment Methodology Report for Wildlight Village Phase 1*, dated October 18, 2018 (collectively, "**Assessment Methodology**");
 6. Resolution Nos. 2018-13, 2018-14, 2018-19, and 2019-__ (collectively, "**Assessment Resolution**"), establishing the debt service special assessments ("**Debt Assessments**") securing the Bonds;
 7. the *Final Judgment* issued on July 17, 2018 and by the Circuit Court for the Fourth Judicial Circuit in and for Nassau County, Florida in Case No. 18-CA-000114, and Certificate of No Appeal issued on _____, 2018;
 8. the Preliminary Limited Offering Memorandum dated _____, 2018 ("**PLOM**") and Limited Offering Memorandum dated _____, 2018 ("**LOM**");
 9. certain certifications by MBS Capital Markets, LLC ("**Underwriter**"), as underwriter to the sale of the Bonds;
 10. certain certifications of England-Thims & Miller, Inc., as Consulting Engineer;
 11. certain certifications of Wrathell, Hunt and Associates, LLC, as District Manager and Assessment Consultant;
 12. general and closing certificate of the District;
 13. an opinion of Greenberg Traurig, P.A. ("**Bond Counsel**") issued to the District in connection with the sale and issuance of the Bonds;
 14. an opinion of Holland & Knight, LLP ("**Trustee Counsel**") issued to the District and Underwriter in connection with the sale and issuance of the Bonds;
 15. an opinion of _____, counsel to the Developer (defined herein), issued to the District and the Underwriter in connection with the sale and issuance of the Bonds;
 16. the following agreements ("**Bond Agreements**");

- (a) the Continuing Disclosure Agreement dated November ___, 2018, by and among the District and Wildlight, LLC (“**Developer**”) and a dissemination agent;
 - (b) the Bond Purchase Contract between Underwriter and the District and dated _____, 2018 (“**BPA**”);
 - (c) the Acquisition Agreement between the District and the Developer and dated _____, 2018;
 - (d) the Completion Agreement between the District and the Developer, and dated November ___, 2018;
 - (e) the True-Up Agreement between the District and the Developer and dated November ___, 2018; and
 - (f) the Collateral Assignment and Assumption Agreement between the District and the Developer, and dated November ___, 2018;
17. a Declaration of Consent to Jurisdiction executed by the Developer; and
18. such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

We have also attended various meetings of the District and have participated in conferences from time to time with representatives of the District, the Consulting Engineer, the District Manager and Assessment Consultant, the Underwriter, Bond Counsel, counsel to the Underwriter, the Developer, counsel to the Developer, and others relative to the Limited Offering Memorandum and the related documents described herein.

B. RELIANCE

This opinion is solely for the benefit of the (i) District; (ii) the Underwriter; and (iii) the Trustee; however, the Trustee may only rely on this opinion for the limited purposes of the opinions stated in Sections C.1 and C.3. This opinion may not be relied on by any other party or for any other purpose without our prior written consent.

C. OPINIONS

Based on the foregoing, and subject to the qualifications and assumptions set forth herein, we are of the opinion that:

1. **Authority** – Under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a unit of special and limited purpose local government under the provisions of the Act, with such powers as set forth in the Act, and with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Indenture, the Bonds and the Bond Agreements; (b) to issue the Bonds for the purposes for which they are issued; (c) to

impose, levy, collect and enforce the Debt Assessments and pledge the Pledged Revenues to secure the Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolution; and (e) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolution, the Bond Agreements, the Bonds and the Indenture.

2. **Assessments** – The proceedings by the District with respect to the Debt Assessments have been in accordance with Florida law. The District has taken all action necessary to levy and impose the Debt Assessments as set forth in the Assessment Resolution, Assessment Methodology, and/or other applicable documents. The Debt Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Debt Assessments are assessed, co-equal with the lien of all state, county, district and municipal taxes and assessments, and superior in dignity to all other liens, titles and claims, until paid.

3. **Agreements** – The (a) Bond Resolution, (b) Assessment Resolution, (c) Bonds, (d) Indenture, and (e) Bond Agreements (assuming due authorization, execution and delivery of documents (c) – (e) listed herein by any parties thereto other than the District) have been duly and validly authorized, executed and delivered by the District, have been duly approved and adopted and/or issued by the District, are in full force and effect, constitute legal, valid and binding obligations of the District, and are enforceable against the District in accordance with their respective terms. All conditions prescribed in the Indenture as precedent to the issuance of the Bonds have been fulfilled.

4. **Validation** – The Bonds have been validated by a final judgment of the Circuit Court in and for Nassau County, Florida, of which no timely appeal was filed.

5. **Governmental Approvals** –As of the date hereof, all necessary consents, approvals, waivers or other actions by or filings with any governmental authority or other entity that are required for: (a) the adoption of the Bond Resolution and the Assessment Resolution; (b) the issuance, sale, execution and delivery of the Bonds upon the terms set forth in the BPA, PLOM, and LOM; (c) the execution and delivery of the Indenture and Bond Agreements; and (d) the performance by the District of the transactions required hereby, have been duly obtained or made and are in full force and effect.

6. **PLOM and LOM** – The District has duly authorized the execution, delivery and distribution by the Underwriter of the PLOM and LOM. To our knowledge, and based upon our review of the PLOM and LOM and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the PLOM and LOM, and as of the date of their respective issuances, and with respect to the PLOM, the date of the BPA, and with respect to the LOM, the date hereof, nothing has come to our attention which would lead us to believe that the PLOM and LOM contain an untrue statement of a material fact or

omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided however that the opinions stated herein extend only to the following provisions of the PLOM and LOM: "SERIES 2018 SPECIAL ASSESSMENTS – Structure and Prepayment of Series 2018 Special Assessments," "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "THE DISTRICT" (excluding the subcaptions "District Manager and Other Consultants"), "ASSESSMENT METHODOLOGY," "AGREEMENT BY THE STATE," "LITIGATION – The District," "CONTINUING DISCLOSURE" (as it relates to the District only), and "VALIDATION," and further provided however that the opinions stated herein do not extend to any statements that constitute descriptions of the Bonds or the Indenture. No information or opinion is offered as to any remaining provisions of the PLOM or LOM.

7. ***Litigation*** –Based on inquiry of the District’s Registered Agent for service of process and the fact that we have not been served with notice, there is no litigation pending or, to the best of our knowledge, threatened against the District: (a) seeking to restrain or enjoin the issuance or delivery of the Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Debt Assessments or the Pledged Revenues pledged for the payment of the debt service on the Bonds; (b) contesting or affecting the authority for the authority for the Debt Assessments, the authority for the issuance of the Bonds or the validity or enforceability of the Bonds, the Indenture, the Bond Agreements or the transactions contemplated thereunder; (c) contesting or affecting the establishment or existence of the District or any of its Supervisors, officers or employees, its assets, property or condition, financial or otherwise, or contesting or affecting any of the powers of the District, including its power to enter into the Indenture or the Bond Agreements, or its power to determine, assess, levy, collect and pledge the Debt Assessments for the payment of the debt service on the Bonds; or (d) specifically contesting the exclusion from federal gross income of interest on the Bonds.

8. ***Compliance with Laws*** – To the best of our knowledge, the District is not, in any manner material to the issuance of the Bonds or the Debt Assessments, in breach of or default under any applicable provision of the Act or constitutional provision, statute, or administrative regulation of the State of Florida, or any applicable judgment or decree, any loan agreement, indenture, bond, note, resolution, agreement (including the Bond Agreements and Indenture), or any other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of our knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; provided, however, that no opinion is expressed as to compliance with any state or federal tax or securities laws.

9. *Authority to Undertake the Project* - The District has good right and lawful authority under the Act to undertake, finance, acquire, construct, own, and operate the Project, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body.

D. CERTAIN ASSUMPTIONS

In rendering the foregoing opinions, we have assumed the following: (1) that all public records, certifications, agreements and other documents examined by us that have been executed or certified by public officials acting within the scope of their official capacities are authentic, truthful and accurate; (2) that copies of such public records, certifications, agreements, and other documents furnished to us are authentic and conform to the originals; (3) that all signatures on executed public records, certifications, agreements and other documents are genuine; and (4) that all public records, certifications, agreements and other documents have been properly authorized and are binding on each of the other parties thereto. Such assumptions do not apply to District documents.

E. CERTAIN QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

1. The opinions or statements expressed above are based solely on the laws of Florida in effect at the time of issuance of the Bonds. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of the federal government (including but not limited to the Internal Revenue Code or any proposed changes thereto), or any other state or other jurisdiction.

2. Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws, relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases, including the fact that specific performance and other equitable remedies are granted only in the discretion of a court.

3. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws or federal securities laws, as to which no opinion is expressed.

4. We further express no opinion as to the necessity for an interest rate waiver under Florida law, or the applicability of any provision or section of the Internal Revenue Code.

5. We express no opinion and make no representations with regard to financial information or statistical data. We express no opinion as to compliance with any state or federal tax laws.

6. We have not reviewed, and therefore express no opinion, regarding any land use, real property or other related items, including but not limited to whether the Developer is able to convey good and marketable title to any particular real property or interest therein and related to the Project.

7. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of District.

8. The opinions set forth herein are based on factual representations made to us as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the courts or any other entity; rather, our opinions represent our professional judgment based on our review of existing law, and in reliance on the representations and covenants that we deem relevant to such opinions.

Very truly yours,

HOPPING GREEN & SAMS, P.A.

EXHIBIT E

CERTIFICATE OF WRATHELL, HUNT AND ASSOCIATES, LLC

I, Craig Wrathell, President of Wrathell, Hunt and Associates, LLC, do hereby certify to East Nassau Stewardship District (the "District") and MBS Capital Markets, LLC (the "Underwriter") in connection with the issuance, sale and delivery by the District on this date of its \$_____ Special Assessment Revenue Bonds, Series 2018 (the "Series 2018 Bonds"), as follows (terms used and not otherwise defined herein shall have the meaning ascribed to such term in the Limited Offering Memorandum dated _____, 2018 (the "Limited Offering Memorandum") of the District relating to the Series 2018 Bonds):

(i) Wrathell, Hunt and Associates, LLC, has acted as district manager and methodology consultant to the District in connection with the issuance of the Series 2018 Bonds and has been retained by the District to prepare the Master Special Assessment Methodology Report for the Wildlight Village Phase 1, dated December 14, 2017, revised January 23, 2018, and July 30, 2018, the First Addendum to Master Special Assessment Methodology Report for Wildlight Village Phase 1, dated August 6, 2018 and the Supplemental Special Assessment Methodology Report for Wildlight Village Phase 1, dated October 18, 2018, comprising a part of the proceedings related to the Series 2018 Special Assessments (collectively, the "Report");

(ii) The Series 2018 Special Assessments, as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to the Series 2018 Special Assessments, are sufficient to enable the District to pay the debt service on the Series 2018 Bonds through the final maturity thereof;

(iii) Wrathell, Hunt and Associates, LLC consents to the use of the Report included as Appendix B to the Preliminary Limited Offering Memorandum dated _____, 2018 (the "Preliminary Limited Offering Memorandum") and Limited Offering Memorandum dated _____, 2018 (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda");

(iv) Wrathell, Hunt and Associates, LLC consents to the references to the firm in the Limited Offering Memoranda;

(v) the Report was prepared in accordance with all applicable provisions of Florida law;

(vi) as District Manager, nothing has come to our attention that would lead us to believe that the Limited Offering Memoranda, as they relate to the District, the Series 2018 Project, or any information provided by us, and the Report, as of their date and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a

material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(vii) the information contained in the Limited Offering Memoranda under the subheadings "Structure and Prepayment of Series 2018 Special Assessments" and "Assessment Methodology," each under the heading "SERIES 2018 SPECIAL ASSESSMENTS," is true and correct in all material respects, and, such information does not contain any untrue statement of a material fact or omit to state any fact necessary in order to make the statements therein, in light of the circumstances under which they were made not misleading;

(viii) except as disclosed in the Limited Offering Memoranda, the firm knows of no material change in the matters described in the Report and is of the opinion that the considerations and assumptions used in compiling the Report are reasonable;

(ix) the information contained in the Report did not, and does not, contain any untrue statement of a material fact and did not, and does not, omit to state a material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and

(x) as District Manager, we are not aware of any litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining the issuance, sale, execution or delivery of the Series 2018 Bonds, or in any way contesting or affecting the validity of the Series 2018 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Series 2018 Bonds, or the existence or powers of the District.

IN WITNESS WHEREOF, the undersigned has set his hand this ____ day of November, 2018.

WRATHELL, HUNT AND ASSOCIATES, LLC

By: _____

Name: Craig Wrathell

Title: President

EXHIBIT F

FORM OF CERTIFICATE OF DEVELOPER

The undersigned, the duly authorized representative of Wildlight, LLC (the "Developer"), the Developer of Wildlight (the "Development"), does hereby certify to the EAST NASSAU STEWARDSHIP DISTRICT (the "District") and MBS CAPITAL MARKETS, LLC (the "Underwriter") that:

1. This certificate is delivered by the Developer pursuant to Section 8(12) of the Bond Purchase Agreement, dated _____, 2018 between the Underwriter and the District (the "Bond Purchase Agreement") relating to the offering and sale by the District of its \$_____ Special Assessment Revenue Bonds, Series 2018 (the "Series 2018 Bonds"). Capitalized terms that are used in this certificate and not otherwise defined shall have the meanings assigned to such terms in the Limited Offering Memorandum, dated _____, 2018 (the "Limited Offering Memorandum") and the Bond Purchase Agreement.

2. The Developer is a Delaware limited liability company organized and existing under the laws of the State of Delaware and authorized to do business in the State of Florida that was formed for the purpose of developing the Development and is the owner of the entitlements granted in the development order governing the District.

3. Representatives of the Developer have provided information to the District to be used in connection with the offering by the District of its Series 2018 Bonds pursuant to the Limited Offering Memorandum.

4. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Developer which has not been disclosed in the Limited Offering Memorandum and/or in all other information provided by the Developer to the Underwriter or the District.

5. The Developer hereby acknowledges the levy of the Series 2018 Special Assessments on the lands in the District owned by the Developer. The levy of the Series 2018 Special Assessments on the lands in the District will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Developer is a party or to which its property or assets are subject.

6. The Developer has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Developer has not indicated its consent to, or approval of, or failed to object timely to, any

petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

7. The Developer acknowledges that the Series 2018 Bonds have the debt service requirements set forth in the Limited Offering Memorandum and that the Series 2018 Special Assessments will be levied by the District at times, and in amounts sufficient, to enable the District to pay debt service on the Series 2018 Bonds when due (the foregoing is referred to as the "Debt Service Acknowledgment").

8. The information contained in the Limited Offering Memorandum under the headings "THE DEVELOPER" and, as it pertains to the Developer and its interests in the Development, under the headings "INTRODUCTION," "THE WILDLIGHT PHASE 1 CAPITAL IMPROVEMENT PROGRAM," "THE DEVELOPMENT" and "LITIGATION – The Developer," contains no untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading as of the date of the Limited Offering Memorandum and as of the date hereof.

9. There has been no action taken by or omitted by the Developer that impairs the contemplated transactions by the District with respect to the Series 2018 Bonds, including: (a) the issuance and sale of the Series 2018 Bonds upon the terms set forth in the Bond Purchase Agreement; (b) the approval of the Limited Offering Memorandum; (c) the acquisition and construction of the Wildlight Phase 1 CIP (as described in the Limited Offering Memorandum); and (d) the execution, delivery and receipt of the Bond Purchase Agreement, the Series 2018 Bonds, the Financing Documents, and any and all such other agreements or documents as may be required to be executed, delivered and received by the District in order to carry out, give effect to, and consummate the transactions contemplated by the Limited Offering Memorandum and the Indenture. The Developer acknowledges and consents to those provisions of the Bond Purchase Agreement which reference it.

10. The consummation of the transactions described in the Limited Offering Memorandum does not on the date hereof and will not at the time of such consummation, conflict with or constitute on the part of the Developer a breach or violation of the terms and provisions of, or constitute a default under any existing agreement or indenture, mortgage, lease, deed of trust, note or other instrument, to which the Developer is subject or by which it or its properties are or may be bound. The consummation of the transactions described in the Limited Offering Memorandum does not, on the date hereof, and will not at the time of such consummation, to the best of the Developer's knowledge, conflict with or constitute on the part of the Developer a breach or violation of the terms and provisions of, or constitute a default under any existing constitution, laws, court or administrative rule or regulations, to which it is subject, or any decree, order or judgment to which it is a party or by which it is bound in force and effect on the date hereof, which would have a material adverse effect on the Series 2018 Bonds or the Development.

11. The Developer is not in default under any resolution, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Developer is subject, or by which it or its properties are or may be bound, which would have a material adverse effect on the Series 2018 Bonds or the Development.

12. There is no action, suit or proceeding at law or in equity by or before any court or public board or body pending or, to the best of the Developer's knowledge, threatened, against the Developer: (a) seeking to restrain or enjoin the issuance or delivery of the Series 2018 Bonds or the application of the proceeds thereof, or the levy or collection of the Series 2018 Special Assessments, (b) contesting or affecting the authority for the issuance of the Series 2018 Bonds or the validity or enforceability of the Series 2018 Bonds, the Indenture, the Bond Purchase Agreement, the Financing Documents, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence, of the Developer or any of its officers or employees, its assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Developer, including its power to develop the Development.

13. The Developer is complying in all material respects with all provisions of applicable law in all material matters relating to the Development and the District and its undertaking as described in the Limited Offering Memorandum and the Indenture including applying for all necessary permits. The Developer hereby certifies that: (a) it has the appropriate land use and zoning approvals under the Comprehensive Plan for Nassau County and the Land Development Code approved by Nassau County to permit the development of the Development and the construction of the improvements as described in the Limited Offering Memorandum under the heading of "THE DEVELOPMENT," (b) the Developer is not in default of any zoning condition, permit or development agreement which would adversely affect the District's ability to complete development of the Series 2018 Project (as described in the Limited Offering Memorandum) or the Developer's ability to complete the Development as described in the Limited Offering Memorandum and all appendices thereto, and (c) assuming compliance by the Developer with the material conditions of the Comprehensive Plan for Nassau County, the Nassau County Land Development Code and zoning requirements, all of which conditions are within the control of the Developer (subject to applicable future permitting requirements and certain right of way acquisitions as identified in the Limited Offering Memorandum) and upon issuance of applicable future permits, the Development and the District will be able to be developed as described in the Limited Offering Memorandum.

IN WITNESS WHEREOF, the undersigned have hereunto set our hands for and on behalf of the Developer as of this ____ day of November, 2018.

WILDLIGHT, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT G

FORM OF OPINION OF COUNSEL TO DEVELOPER

[TO COME]

EXHIBIT H

CERTIFICATE OF ISSUER'S CONSULTING ENGINEER

November ____, 2018

Board of Supervisors
East Nassau Stewardship District
Nassau County, Florida

MBS Capital Markets, LLC
Winter Park, Florida

Re: East Nassau Stewardship District Special Assessment Revenue
Bonds, Series 2018 (the "Series 2018 Bonds")

Ladies and Gentlemen:

The undersigned serves as the Consulting Engineer to the East Nassau Stewardship District (the "District"). This Certificate is furnished pursuant to Section 8 of the Bond Purchase Agreement dated _____, 2018 between the District and MBS Capital Markets, LLC (the "Bond Purchase Agreement") relating to the sale of the Series 2018 Bonds. Terms used herein in capitalized form and not otherwise defined herein shall have the meaning ascribed thereto in said Bond Purchase Agreement or in the Limited Offering Memorandum dated _____, 2018 relating to the Series 2018 Bonds (the "Limited Offering Memorandum").

1. England-Thims & Miller, Inc. (the "Firm") has been retained by the District to serve as the Consulting Engineer and to prepare the East Nassau Stewardship District Engineers Report for Wildlight Village Phase 1, dated August 10, 2017, revised December 14, 2017, and August 6, 2018, the East Nassau Stewardship District Engineers Report – First Addendum for Wildlight Village Phase 1, dated August 6, 2018 (collectively, the "Report") included as an appendix to the Limited Offering Memorandum. Consent is hereby given to the references to the Firm and the Report in the Limited Offering Memorandum and to the inclusion of the Report as an appendix to the Limited Offering Memorandum.

2. The Report was prepared in accordance with generally accepted engineering practices.

3. In connection with the preparation of the Report personnel of the Firm participated in meetings with representatives of the District and its counsel, Bond Counsel, the Underwriter and its counsel and others in regard to the Series 2018 Project.

The Series 2018 Project consists solely of infrastructure and other improvements set forth in the Act. Nothing has come to the attention of the Firm in relation to our engagement as described in this paragraph which would cause us to believe that the Report was, as of its date, or is as of the date hereof, or any of the statements in the Limited Offering Memorandum specifically attributed to the Firm were, as of the respective date of the Limited Offering Memorandum, or are as of the date hereof, inaccurate in any material respect.

4. The information contained in the Limited Offering Memorandum under the heading "THE SERIES 2018 PROJECT" and in Appendix "A" to the Limited Offering Memorandum are accurate statements and fairly present the information purported to be shown, and nothing has come to the attention of the Firm that would lead it to believe that such section and appendix contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements, in light of the circumstances in which they were made, not misleading.

5. Except as described in the Report, all permits, consents or licenses, and all notices to or filings with governmental agencies necessary for the construction and acquisition of the Series 2018 Project as described in the Limited Offering Memorandum required to be obtained or made have been obtained or it is reasonable to believe that they will be obtained or made when required. There is no reason to believe that any permits, consents, licenses or governmental approvals required to complete any portion of the Series 2018 Project as described in the Limited Offering Memorandum will not be obtained as required. There is no reason to believe that the necessary water and sewer capacity will not be available when needed to permit the development of the Development as described in the Limited Offering Memorandum.

6. The proceeds of the Series 2018 Bonds deposited in the Series 2018 Acquisition and Construction Account created under the Indenture, together with the investment earning thereon, will be sufficient to complete the portion of the Series 2018 Project to be financed with proceeds of the Series 2018 Bonds.

ENGLAND-THIMS & MILLER, INC.

By: _____
Name: _____
Title: _____

EXHIBIT I

EAST NASSAU STEWARDSHIP DISTRICT
(Nassau County, Florida)

\$ _____

Special Assessment Revenue Bonds, Series 2018

ISSUE PRICE CERTIFICATE

[UPDATE]

The undersigned, on behalf of MBS CAPITAL MARKETS, LLC (“MBS”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”). Capitalized terms shall have the meaning ascribed in Section 3 hereof.

The Underwriter and the District entered into a Bond Purchase Agreement on the Sale Date in connection with the sale of the Bonds (the “Bond Purchase Agreement”). Pursuant to the terms of the Bond Purchase Agreement, the Underwriter made a bona fide limited offering of all of the Bonds to a portion of the Public representing accredited investors as required by Florida law at the prices or yields for each such maturity as shown on the cover page of the Limited Offering Memorandum, dated _____, 2018, relating to the Bonds.

1. Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, if any, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A-1.

2. Initial Offering Price of the Hold-the-Offering-Price Maturities. (a) The Underwriter offered the Hold-the-Offering-Price Maturities, if any, to the Public for purchase at the respective initial offering prices listed in Schedule A-2 (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, the Underwriter has agreed in writing that, for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”). Pursuant to such agreement, the Underwriter has not offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

(c) The Maturities set forth on Schedules A-1 and A-2 are all of the Maturities of the Bonds.

3. Defined Terms. (a) *General Rule Maturities* means those Maturities, **if any**, of the Bonds listed in Schedule A-1 hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities, **if any**, of the Bonds listed in Schedule A-2 hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2018), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *District* means East Nassau Stewardship District.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than a Statutory Underwriter or a related party to a Statutory Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2018.

(h) *Statutory Underwriter* means (i) any person that agrees pursuant to a written contract with the District to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

4. Reserve Account. A reserve account in an amount equal to the Series 2018 Reserve Account Requirement was necessary in order to market and sell the Bonds given the nature of the Bonds which are secured by special assessments and the delinquent assessment collection procedures related thereto.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Certificate executed by the District in connection with the issuance, sale and delivery of the

Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds.

MBS CAPITAL MARKETS, LLC

By: _____
Brett Sealy, Managing Partner

Dated: November ____, 2018

SCHEDULE A-1

SALE PRICES OF THE GENERAL RULE MATURITIES

(Attached or if None so state)

SCHEDULE A-2

INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(Attached or if None so state)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

FORM 8038G STATISTICS

(Attached)

EXHIBIT D

FORM OF PRELIMINARY LIMITED OFFERING MEMORANDUM

NEW ISSUE - BOOK-ENTRY ONLY

NOT RATED

In the opinion of Greenberg Traurig, P.A., Bond Counsel, assuming continuing compliance with certain tax covenants, under existing statutes, regulations, rulings and court decisions, interest on the Series 2018 Bonds is excludable from gross income for federal income tax purposes. Further, interest on the Series 2018 Bonds is not an item of tax preference for purposes of the alternative minimum tax imposed on individuals. See "TAX MATTERS" herein for a description of the federal alternative minimum tax, including alternative minimum tax on corporations for taxable years beginning before January 1, 2018, and certain other federal tax consequences of ownership of the Series 2018 Bonds. Bond Counsel is further of the opinion that the Series 2018 Bonds and the income thereon are not subject to taxation under the laws of the State of Florida, except as to estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in said Chapter 220. See "TAX MATTERS" herein.

**EAST NASSAU STEWARDSHIP DISTRICT
(Nassau County, Florida)**

\$ _____ * Special Assessment Revenue Bonds, Series 2018

Dated: Date of delivery

Due: May 1, as shown below

The \$ _____ * East Nassau Stewardship District (Nassau County, Florida) Special Assessment Revenue Bonds, Series 2018 (the "Series 2018 Bonds") are being issued by the East Nassau Stewardship District (the "District") pursuant to a Master Trust Indenture dated as of November 1, 2018 (the "Master Indenture") from the District to U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a First Supplemental Trust Indenture dated as of November 1, 2018 (the "First Supplement," and, together with the Master Indenture, the "Indenture") from the District to the Trustee. The Series 2018 Bonds are being issued only in fully registered form, in denominations of \$5,000 or any integral multiple thereof; provided, however, that the Series 2018 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of \$5,000 in excess of \$100,000. The District is a unit of special and limited purpose local government created and chartered under the provisions of the East Nassau Stewardship District Act, Chapter 2017-206, Laws of Florida, as amended (the "Act").

The Series 2018 Bonds are payable from and secured by the Series 2018 Trust Estate, which includes the Series 2018 Pledged Revenues and the Series 2018 Pledged Funds. The Series 2018 Pledged Revenues consist of the revenues derived by the District from the Series 2018 Special Assessments (as described in this Limited Offering Memorandum). The Series 2018 Pledged Funds include all of the Funds and Accounts (except for the Series 2018 Rebate Account) established by the Indenture. See "SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2018 BONDS."

The Series 2018 Bonds, when issued, will be registered in the name of Cede & Co., as the owner and nominee for The Depository Trust Company ("DTC"), New York, New York. Purchases of beneficial interests in the Series 2018 Bonds will be made in book-entry only form. Accordingly, principal of and interest on the Series 2018 Bonds will be paid from the sources provided below by the Trustee directly to Cede & Co. as the nominee of DTC and the registered owner thereof. Disbursements of such payments to the DTC Participants is the responsibility of DTC and disbursements of such payments to the beneficial owners is the responsibility of DTC Participants and the Indirect Participants,

* Preliminary, subject to change.

as more fully described herein. Any purchaser as a beneficial owner of a Series 2018 Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such Series 2018 Bond. See "DESCRIPTION OF THE SERIES 2018 BONDS - Book-Entry Only System" herein. The Series 2018 Bonds will bear interest at the fixed rates set forth herein, calculated on the basis of a 360-day year comprised of twelve 30-day months. Interest on the Series 2018 Bonds is payable semi-annually on each May 1 and November 1, commencing May 1, 2019.

Some or all of the Series 2018 Bonds are subject to optional, mandatory and extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein.

The Series 2018 Bonds are being issued to: (i) finance a portion of the Costs of acquiring, constructing and equipping a portion of the Series 2018 Project, as more particularly described herein; (ii) pay certain costs associated with the issuance of the Series 2018 Bonds; (iii) pay a portion of the interest to become due on the Series 2018 Bonds; and (iv) make a deposit into the Series 2018 Reserve Account for the benefit of all of the Series 2018 Bonds, without privilege or priority of one Series 2018 Bond over another.

THE SERIES 2018 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE SERIES 2018 TRUST ESTATE PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, NASSAU COUNTY, FLORIDA, THE STATE OF FLORIDA, NOR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2018 BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SERIES 2018 SPECIAL ASSESSMENTS (AS DEFINED HEREIN) TO SECURE AND PAY THE SERIES 2018 BONDS. THE SERIES 2018 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, NASSAU COUNTY, FLORIDA, THE STATE OF FLORIDA, NOR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

THE SERIES 2018 BONDS INVOLVE A DEGREE OF RISK (SEE "BONDOWNERS' RISKS" HEREIN) AND ARE NOT SUITABLE FOR ALL INVESTORS. PURSUANT TO APPLICABLE FLORIDA LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE SERIES 2018 BONDS TO ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. THE LIMITATION ON THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFER IN ANY SECONDARY MARKET FOR THE SERIES 2018 BONDS. THE SERIES 2018 BONDS ARE NOT RATED OR CREDIT ENHANCED AND NO APPLICATION HAS BEEN MADE FOR A RATING OR CREDIT ENHANCEMENT WITH RESPECT TO THE SERIES 2018 BONDS. SEE "SUITABILITY FOR INVESTMENT" AND "BONDOWNERS' RISKS" HEREIN.

For the reasons more fully described herein under "BONDOWNERS' RISKS," there is a risk that the District may be determined, either by the Internal Revenue Service (the "IRS"), judicially or otherwise, not to be a political subdivision for purposes of the Internal Revenue Code of 1986, as amended (the "Code") and, correspondingly, that the IRS will make an adverse determination with respect to the tax-exempt status of interest on the Series 2018 Bonds. See "BONDOWNERS' RISKS" herein.

This cover page contains information for quick reference only. It is not a summary of the Series 2018 Bonds. Investors must read the entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

AMOUNTS, INTEREST RATES, MATURITIES, YIELDS, PRICES AND INITIAL CUSIP NUMBERS*

\$ _____ % Series 2018 Term Bond Due May 1, 20__ - Yield: ____% Price: ____ - CUSIP No.

\$ _____ % Series 2018 Term Bond Due May 1, 20__ - Yield: ____% Price: ____ - CUSIP No.

The Series 2018 Bonds are offered for delivery when, as and if issued by the District and accepted by MBS Capital Markets, LLC, the Underwriter, subject to prior sale, withdrawal or modification of the offer without notice and the receipt of the opinion of Greenberg Traurig, P.A., Orlando, Florida, Bond Counsel, as to the validity of the Series 2018 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, Hopping Green & Sams, P.A., Tallahassee, Florida, for the Developer by its counsel, Gunster Yoakley & Stewart, P.A., Jacksonville, Florida, for the Trustee by its counsel, Holland & Knight, LLP, Miami, Florida, and for the Underwriter by its counsel, Bryant Miller Olive P.A., Orlando, Florida. It is expected that the Series 2018 Bonds will be available for delivery through the facilities of The Depository Trust Company in New York, New York on or about November ____, 2018.

MBS CAPITAL MARKETS, LLC

Dated: _____, 2018

RED HERRING LANGUAGE:

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Series 2018 Bonds in any jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The District has deemed this Preliminary Limited Offering Memorandum "final," except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

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

EAST NASSAU STEWARDSHIP DISTRICT

BOARD OF SUPERVISORS

Michael Hahaj*, Chair
Dan Roach*, Vice Chair
Rob Fancher*, Assistant Secretary
Bob Rhodes*, Assistant Secretary
Max Hord*, Assistant Secretary

DISTRICT MANAGER

Wrathell, Hunt and Associates, LLC
Boca Raton, Florida

DISTRICT COUNSEL

Hopping Green & Sams, P.A.
Tallahassee, Florida

CONSULTING ENGINEER

England-Thims & Miller, Inc.
Jacksonville, Florida

BOND COUNSEL

Greenberg Traurig, P.A.
Orlando, Florida

COUNSEL TO THE UNDERWRITER

Bryant Miller Olive P.A.
Orlando, Florida

[* Employees of affiliate of Developer (as defined herein).]

REGARDING USE OF THIS LIMITED OFFERING MEMORANDUM

No dealer, broker, salesman or other person has been authorized by the District, the State of Florida or the Underwriter 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 any of the foregoing. This Limited Offering Memorandum does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2018 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 District, the District Manager, the Developer, the Consulting Engineer, the Assessment Consultant and other sources that are believed by the Underwriter to be reliable. The District, the Developer, the Consulting Engineer and the Assessment Consultant will, at closing, deliver certificates certifying that certain of the information each supplied does not contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading. The information and expressions of opinion herein 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 with respect to the matters described herein since the date hereof.

The information set forth herein has been obtained from public documents, records and other sources, including the District and the Developer, which are believed to be reliable, but it is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of, the Underwriter. The Underwriter has provided the following sentence for inclusion in 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.

Statements contained herein that are not purely historical, are forward-looking statements, including statements regarding the District's and the Developer's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included herein are based on information available on the date hereof, and the District assumes no obligation to update any such forward-looking statements. Such forward-looking statements are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many

of which are beyond the control of the District and the Developer. Actual results could differ materially from those discussed in such forward-looking statements and, therefore, there can be no assurance that the forward-looking statements included herein will prove to be accurate.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2018 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE UNDERWRITER IS LIMITING THIS OFFERING TO ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. HOWEVER, THE LIMITATION ON THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFER IN ANY SECONDARY MARKET FOR THE SERIES 2018 BONDS.

THE SERIES 2018 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SUCH ACTS. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE SERIES 2018 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 BY SUCH JURISDICTIONS. NEITHER THE DISTRICT, NASSAU COUNTY, FLORIDA, THE STATE OF FLORIDA NOR ANY OTHER POLITICAL SUBDIVISION OR AGENCY THEREOF HAS GUARANTEED OR PASSED UPON THE MERITS OF THE SERIES 2018 BONDS OR UPON THE PROBABILITY OF ANY EARNINGS THEREON. OTHER THAN THE DISTRICT, NEITHER NASSAU COUNTY, FLORIDA, THE STATE OF FLORIDA, NOR ANY OTHER POLITICAL SUBDIVISION THEREOF HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS LIMITED OFFERING MEMORANDUM.

THIS LIMITED OFFERING MEMORANDUM IS NOT, AND SHALL NOT BE DEEMED TO CONSTITUTE, AN OFFER TO SELL, OR THE SOLICITATION OF AN OFFER TO BUY, REAL ESTATE, WHICH MAY ONLY BE MADE PURSUANT TO OFFERING DOCUMENTS SATISFYING APPLICABLE FEDERAL AND STATE LAWS RELATING TO THE OFFER AND SALE OF REAL ESTATE.

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

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| INTRODUCTION..... | 1 |
| SUITABILITY FOR INVESTMENT | 3 |
| THE DISTRICT | 4 |
| General..... | 4 |
| Legal Powers and Authority | 4 |
| Board of Supervisors | 5 |
| District Manager and Other Consultants | 7 |
| THE WILDLIGHT PHASE 1 CAPITAL IMPROVEMENT PROGRAM..... | 7 |
| THE DEVELOPMENT | 9 |
| Overview | 10 |
| Land Acquisition/Development Financing | 11 |
| Development Approvals..... | 12 |
| Transportation/Mobility Facilities | 15 |
| Permitting..... | 16 |
| Environmental..... | 17 |
| Utilities..... | 17 |
| Land Use and Development Plan | 17 |
| Development Status..... | 18 |
| Mixed-Use Land Sales and Construction Status..... | 18 |
| Residential Builder Contracts and Home Sales Status | 21 |
| Residential Builders | 22 |
| Projected Absorption..... | 22 |
| Residential Product Offerings | 23 |
| Recreational Facilities | 23 |
| Marketing..... | 24 |
| Schools | 24 |
| Assessment Area | 25 |
| Fees and Assessments | 25 |
| Competition [MBS to provide]..... | 27 |
| THE DEVELOPER | 27 |
| ASSESSMENT METHODOLOGY..... | 28 |
| DESCRIPTION OF THE SERIES 2018 BONDS..... | 28 |
| General Description | 28 |
| Redemption Provisions | 29 |
| Notice and Effect of Redemption..... | 31 |
| Book-Entry Only System..... | 31 |
| SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2018 BONDS | 34 |
| General..... | 34 |
| Funds and Accounts | 35 |
| Series 2018 Acquisition and Construction Account and Series 2018 Capitalized Interest Account..... | 35 |

| | |
|---|-----------|
| Series 2018 Reserve Account and Series 2018 Reserve Account Requirement..... | 36 |
| Flow of Funds..... | 37 |
| Investments..... | 38 |
| Agreement for Assignment of Development Rights..... | 39 |
| Owner Direction and Consent with Respect to Series 2018 Acquisition and Construction Account Upon Occurrence of Event of Default | 39 |
| Completion Agreement..... | 40 |
| True-Up Agreement..... | 40 |
| Enforcement and Collection of Series 2018 Special Assessments | 40 |
| Sale of Tax Deed or Foreclosure of Series 2018 Special Assessments..... | 41 |
| Additional Covenants Regarding Series 2018 Special Assessments..... | 41 |
| Limitation on Parity Bonds..... | 42 |
| Events of Default..... | 42 |
| Acceleration of Maturities of Bonds of a Series Under Certain Circumstances..... | 43 |
| Enforcement of Remedies | 44 |
| Provisions Relating to Bankruptcy or Insolvency of Landowner | 45 |
| Re-Assessment..... | 47 |
| SERIES 2018 SPECIAL ASSESSMENTS | 48 |
| General..... | 48 |
| Structure and Prepayment of Series 2018 Special Assessments | 48 |
| Assessment Methodology..... | 49 |
| ENFORCEMENT OF ASSESSMENT COLLECTIONS..... | 49 |
| General..... | 49 |
| Direct Billing & Foreclosure Procedure | 50 |
| Uniform Method Procedure | 50 |
| ESTIMATED SOURCES AND USES OF BOND PROCEEDS | 55 |
| DEBT SERVICE REQUIREMENTS | 56 |
| BONDOWNERS' RISKS | 57 |
| Limited Pledge | 57 |
| Bankruptcy and Related Risks | 57 |
| Delay and Discretion Regarding Remedies..... | 58 |
| Limitation on Funds Available to Exercise Remedies | 58 |
| Determination of Land Value upon Default | 58 |
| Landowner Challenge of Assessed Valuation | 59 |
| Failure to Comply with Series 2018 Assessment Proceedings..... | 59 |
| Other Taxes | 59 |
| Inadequacy of Series 2018 Reserve | 60 |
| Economic Conditions..... | 61 |
| Concentration of Land Ownership..... | 61 |
| Undeveloped Land | 61 |
| Change in Development Plans..... | 61 |
| Bulk Sale of Land in the Series 2018 Assessment Area..... | 62 |
| Completion of Wildlight Phase 1 CIP | 62 |

| | |
|---|-----------|
| Regulatory and Environmental Risks | 63 |
| District May Not be Able to Obtain Permits | 63 |
| Damage to District from Natural Disasters..... | 64 |
| Limited Secondary Market | 64 |
| Interest Rate Risk; No Rate Adjustment for Taxability..... | 64 |
| IRS Audit and Examination Risk | 65 |
| Florida Village Center CDD TAM | 66 |
| Legislative Proposals and State Tax Reform | 67 |
| Loss of Exemption from Securities Registration..... | 67 |
| Performance of District Professionals | 67 |
| Mortgage Default and FDIC | 67 |
| TAX MATTERS..... | 68 |
| General..... | 68 |
| Original Issue Discount..... | 69 |
| Changes in Federal and State Tax Law | 70 |
| Information Reporting and Backup Withholding | 70 |
| Changes in Federal and State Tax Law | 71 |
| DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS..... | 71 |
| NO RATING OR CREDIT ENHANCEMENT | 71 |
| VALIDATION | 71 |
| LITIGATION | 71 |
| The District..... | 71 |
| The Developer | 72 |
| CONTINUING DISCLOSURE | 72 |
| UNDERWRITING | 73 |
| LEGAL MATTERS..... | 73 |
| AGREEMENT BY THE STATE | 74 |
| FINANCIAL STATEMENTS | 74 |
| EXPERTS AND CONSULTANTS | 74 |
| CONTINGENT AND OTHER FEES | 74 |
| MISCELLANEOUS..... | 75 |

APPENDICES:

| | |
|--------------|---|
| APPENDIX A – | ENGINEER’S REPORTS |
| APPENDIX B – | ASSESSMENT REPORTS |
| APPENDIX C – | FORMS OF THE MASTER INDENTURE AND FIRST SUPPLEMENT |
| APPENDIX D – | FORM OF OPINION OF BOND COUNSEL |
| APPENDIX E – | FORM OF CONTINUING DISCLOSURE AGREEMENT |
| APPENDIX F – | AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017 |

LIMITED OFFERING MEMORANDUM

relating to

EAST NASSAU STEWARDSHIP DISTRICT (Nassau County, Florida)

\$_____ * Special Assessment Revenue Bonds, Series 2018

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page and appendices hereto, is to set forth certain information concerning the East Nassau Stewardship District (the "District" or the "Issuer"), in connection with the offering and issuance of by the District of its Special Assessment Revenue Bonds, Series 2018 (the "Series 2018 Bonds"). The District is a unit of special and limited purpose local government created and chartered under the provisions of the East Nassau Stewardship District Act, Chapter 2017-206, Laws of Florida, as amended (the "Act"). The Series 2018 Bonds are being issued pursuant to the Act and a Master Trust Indenture dated as of November 1, 2018 (the "Master Indenture") from the District to U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a First Supplemental Trust Indenture dated as of November 1, 2018 (the "First Supplement" and, together with the Master Indenture, the "Indenture") from the District to the Trustee, and resolutions of the District authorizing the issuance of the Series 2018 Bonds. All capitalized terms used in this Limited Offering Memorandum that are defined in the Indenture and not defined herein shall have the respective meanings set forth in the forms of the Master Indenture and the First Supplement, both of which appear as composite APPENDIX C attached hereto. The information contained in this Introduction is part of this Limited Offering Memorandum and is subject in all respects to the more complete information contained in or incorporated into this Limited Offering Memorandum. This Introduction should not be considered a complete statement of the facts material to making an investment decision.

THE SERIES 2018 BONDS ARE NOT RATED OR CREDIT ENHANCED, AND ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS (SEE "SUITABILITY FOR INVESTMENT" AND "BONDOWNERS' RISKS" HEREIN).

The District was established for the purposes, among other things, of providing, planning, implementing, constructing, maintaining, and financing as a local government management entity its systems, facilities, services, improvements, infrastructure, and projects. The Act authorizes the District to issue bonds for purposes, among others, of financing the cost of acquisition and construction of assessable improvements, including roadway and trail improvements, stormwater management facilities, water utility improvements, sewer system

* Preliminary, subject to change.

and reclaimed water improvements, street lighting and landscape and irrigation improvements, and other basic infrastructure projects within or without the boundaries of the District, all as provided in the Act.

Consistent with the requirements of the Indenture and the Act, the Series 2018 Bonds are being issued for the primary purpose of paying a portion of the Costs of the Series 2018 Project portion of the Wildlight Phase 1 CIP, as more fully described herein, paying certain costs associated with the issuance of the Series 2018 Bonds, making a deposit into the Series 2018 Reserve Account for the benefit of all of the Series 2018 Bonds, and paying a portion of the interest to become due on the Series 2018 Bonds.

The Series 2018 Bonds are payable from and secured by the revenues derived by the District from the Series 2018 Special Assessments (as defined in the Indenture) and amounts in the Funds and Accounts (except for the Series 2018 Rebate Account) established by the Indenture. Series 2018 Special Assessments will be levied and collected on the District lands within the Assessment Area specially benefited by the Series 2018 Project (the "Series 2018 Assessment Area").

The Series 2018 Special Assessments represent an allocation of a portion of the costs of the Series 2018 Project, including bond financing costs, to the Series 2018 Assessment Area in accordance with the Master Special Assessment Methodology Report for the Wildlight Village Phase 1, dated December 14, 2017, and revised January 23, 2018, and July 30, 2018, as supplemented by the First Addendum to Master Special Assessment Methodology Report for Wildlight Village Phase 1, dated August 6, 2018 (the "Master Phase 1 Methodology Report"), as supplemented by the Supplemental Special Assessment Methodology Report for Wildlight Village Phase 1, dated October 18, 2018 (the "Series 2018 Supplemental Methodology Report" and, together with the Master Phase 1 Methodology Report, the "Assessment Reports"), each prepared by Wrathell, Hunt and Associates, LLC, Boca Raton, Florida (the "Assessment Consultant"). The Assessment Reports are attached hereto as composite APPENDIX B.

"Assessments" are defined in the Master Indenture to mean all assessments levied and collected by or on behalf of the District pursuant to the Act as amended from time to time, together with the applicable interest specified by resolution adopted by the Governing Body, the interest specified in Chapter 170, Florida Statutes, as amended, 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.

The District covenants not to issue any other Bonds or other debt obligations secured by the Series 2018 Special Assessments. Such covenant shall not prohibit the District from issuing refunding bonds. In addition, the District further covenants in the First Supplement not to issue any other Bonds or other debt obligations secured by Assessments on assessable lands within

the District which are also secured by the Series 2018 Special Assessments for any capital project unless the Series 2018 Special Assessments have been Substantially Absorbed. Notwithstanding the foregoing, the District may impose Benefit Special Assessments and issue Bonds secured by such Benefit Special Assessments on the property subject to the Series 2018 Special Assessments for the purpose of providing funding for renewal and replacement costs and for health, safety and welfare reasons, or to remediate a natural disaster, without the consent of the Majority Owners. Substantially Absorbed is defined in the First Supplement to mean the date on which a principal amount of the Series 2018 Special Assessments equaling at least ninety percent (90%) of the then-Outstanding principal amount of the Series 2018 Bonds are levied on tax parcels within the District with respect to which a certificate of occupancy has been issued for a structure thereon and are occupied by end users.

There follows in this Limited Offering Memorandum a brief description of the District and the Wildlight Phase 1 CIP and the components thereof, the Development and the Developer, together with summaries of the terms of the Indenture, the Series 2018 Bonds and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such documents and all references to the Series 2018 Bonds are qualified by reference to the definitive form thereof and the information with respect thereto contained in the Indenture. Forms of the Master Indenture and the First Supplement are attached hereto as composite APPENDIX C. The information herein under the caption "THE DEVELOPMENT" and "THE DEVELOPER" has been furnished by the Developer and has been included herein without independent investigation by the District or District Counsel or the Underwriter or its counsel, and the Underwriter makes no representation or warranty concerning the accuracy or completeness of such information.

SUITABILITY FOR INVESTMENT

While the Series 2018 Bonds are not subject to registration under the Securities Act of 1933, as amended (the "Securities Act"), the Underwriter has determined that the Series 2018 Bonds are not suitable for investment by persons other than, and, as required by Chapter 189, Florida Statutes, will offer the Series 2018 Bonds only to, "accredited investors," within the meaning of Chapter 517, Florida Statutes, and the rules promulgated thereunder. However, the limitation of the initial offering to accredited investors does not denote restrictions on transfers in any secondary market for the Series 2018 Bonds. Prospective investors in the Series 2018 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 2018 Bonds and should have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment.

Investment in the Series 2018 Bonds poses certain economic risks. No dealer, broker, salesman or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum.

THE DISTRICT

General

The District was established pursuant to the Act. The District consists of approximately 23,600 gross acres located in unincorporated Nassau County, Florida (the “County”).

Legal Powers and Authority

As a special and limited purpose independent special district, the District has only those powers specifically granted to it by the Act or necessarily implied from powers specifically granted to it. In addition to the power to issue the Bonds to finance a portion of the costs of the Series 2018 Project, among other provisions, the Act gives the District the power (i) to lease as lessor or lessee to or from any person, firm, corporation, association, or body, public or private, any projects of the type that the District is authorized to undertake and facilities or property of any nature for the use of the District to carry out the purposes authorized by the Act; (ii) to borrow money and issue bonds, certificates, warrants, notes or other evidence of indebtedness as provided in the Act; to levy such taxes and assessments as may be authorized; and to charge, collect and enforce fees and other user charges; (iii) to raise, by user charges or fees authorized by resolution of the Board of Supervisors, amounts of money which are necessary for the conduct of District activities and services and to enforce their receipt and collection in the manner prescribed by resolution not inconsistent with law; (iv) to exercise within the District, or beyond the District with prior approval by vote of a resolution of the governing body of the county if the taking will occur in an unincorporated area in that county, or the governing body of the city if the taking will occur in an incorporated area, the right and power of eminent domain, pursuant to the provisions of Chapters 73 and 74, Florida Statutes, over any property within the state, except municipal, county, state, and federal property, for the uses and purpose of the District relating solely to water, sewer, District roads and water management, specifically including, without limitation, the power for the taking of easements for the drainage of the land of one person over and through the land of another; (v) to cooperate with, or contract with, other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers, duties or purposes authorized by the Act; (vi) to assess and to impose upon lands in the District ad valorem taxes as provided by the Act; (vii) if and when authorized by general law, to determine, order, levy, impose, collect maintenance taxes; (viii) to determine, order, levy, impose, collect, and enforce assessments pursuant to the Act and Chapter 170, Florida Statutes, pursuant to authority granted in Section 197.3631, Florida Statutes, or pursuant to other provisions of general law that provide or authorize a supplemental means to order levy, impose, or collect special assessments; (ix) to exercise such special powers and other express powers as may be authorized and granted by this act in the charter of the district, including powers as provided in any interlocal agreement entered into pursuant to chapter 163, Florida Statutes, or which shall be required or permitted to be undertaken by the district pursuant to any development order, including any detailed specific area plan development order, or any interlocal service agreement with Nassau County for fair-

share capital construction funding for any certain capital facilities or systems required or the construction or dedication of right-of-way of any portion of the East Nassau Community Planning Area Mobility Network (as defined in the East Nassau Community Planning Area Mobility Fee Agreement), of the developer pursuant to any applicable development order or agreement; and (x) to exercise all of the powers necessary, convenient, incidental or proper in connection with any other powers or duties or the special and limited purpose of the District authorized by the Act.

The Act provides that the District shall not have or exercise any comprehensive planning, zoning, or development permitting power, these functions are performed by the general purpose local government, acting through its governing body and its departments of government.

The Act exempts all property of 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 any of its debt obligations.

Board of Supervisors

The Act provides that a five-member Board of Supervisors (the "Board") serves as the governing body of the District. Members of the Board (the "Supervisors") must be residents of the State and citizens of the United States. The Act provides that within 90 days after formation of the District, an election must be held pursuant to which Supervisors are elected on an at-large basis by the owners of the property within the District. Such election was held in accordance with the Act. Ownership of land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number).

The Act provides that there shall be an election by landowners for the District every 2 years on the first Tuesday after the first Monday in November. Each supervisor elected on or after November 2018 shall serve a 4-year term. Supervisors shall begin being elected by qualified electors of the District as the District becomes populated with qualified electors. The transition shall occur such that the composition of the Board, after the first general election following a trigger of the qualified elector population thresholds set forth below, shall be as follows:

- (i) Once 9,000 qualified electors reside within the District, supervisor shall be a person who is a qualified elector of the District and who was elected by qualified electors and four supervisors shall be persons who were elected by the landowners.
- (ii) Once 18,000 qualified electors reside within the District, two supervisors shall be persons who are qualified electors of the District and who were elected by the qualified electors, and three supervisors shall be persons elected by the landowners.

(iii) Once 27,000 qualified electors reside within the District, three supervisors shall be persons who are qualified electors of the District and who were elected by the qualified electors, were elected by the qualified electors, and two supervisors shall be persons who were elected by the landowners.

(iv) Once 36,000 qualified electors reside within the District, four supervisors shall be persons who are qualified electors of the District and who were elected by the qualified electors, were elected by the qualified electors, and one supervisor shall be a person who was elected by the landowners.

(v) Once 40,500 qualified electors reside within the District, all five supervisors shall be persons who are qualified electors of the District and who were elected by the qualified electors. In the event less than 40,500 qualified electors reside within the District, but the development of the District has completed the construction of 22,000 residential units or more, all five supervisors shall be persons who were elected by the qualified electors.

All Supervisors elected by qualified electors shall be elected at large. Supervisors are subject to ethics and conflict of interest laws of the State that apply to all local public officers. They shall hold office for the terms for which they were elected or appointed and until their successors are chosen and qualified. If, during the term of office, a vacancy occurs, the remaining members of the board shall fill each vacancy by an appointment for the remainder of 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, all Supervisors shall be elected by qualified electors in the District and the Supervisors so selected must be qualified electors.

Any elected member of the Board of Supervisors may be removed by the Governor for malfeasance, misfeasance, dishonesty, incompetency or failure to perform the duties imposed upon him or her by the Act, and any vacancies that may occur in such office for such reasons shall be filled by the Governor as soon as practicable.

A majority of the members of the Board constitutes a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the District shall be upon a vote of a majority of the members present unless general law or a rule of the District requires a greater number.

The current members of the Board and the expiration of their terms are set forth below:

| <u>Name</u> | <u>Title</u> | <u>Expiration of Term</u> |
|----------------|---------------------|---------------------------|
| Michael Hahaj* | Chair | November, 2020 |
| Dan Roach* | Vice Chair | November, 2018 |
| Rob Fancher* | Assistant Secretary | November, 2020 |
| Bob Rhodes* | Assistant Secretary | November, 2018 |

* [Employee of an affiliate of the Developer.]

District Manager and Other Consultants

The Act requires the Board to hire a district manager. The Act further provides that the district manager shall have charge and supervision of the works of the District and shall be responsible for (i) preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, (ii) maintaining and operating the equipment owned by the District, and (iii) performing such other duties as may be prescribed by the Board. The Act further provides that it shall not be a conflict of interest under Chapter 112, Florida Statutes, for a Supervisor, the district manager, or another employee of the District to be a stockholder, officer or employee of a landowner.

The District has hired Wrathell, Hunt and Associates, LLC, (the “District Manager”) to serve as District Manager. The District Manager’s office is located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 and its telephone number is (561) 570-0010.

The District Manager’s typical responsibilities can briefly be summarized as overseeing directly and coordinating the planning, financing, purchasing, staffing, reporting and governmental liaison for the District. The District Manager’s responsibilities include requisitioning moneys to pay construction contracts and the related accounting and reporting that is required by the Indenture.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Greenberg Traurig, P.A., Orlando, Florida, as Bond Counsel; Hopping Green & Sams, P.A., Tallahassee, Florida, as District Counsel; England-Thims & Miller, Inc., Jacksonville, Florida, as Consulting Engineer; and Wrathell, Hunt and Associates, LLC, Boca Raton, Florida, as Assessment Consultant to prepare the Assessment Reports.

THE WILDLIGHT PHASE 1 CAPITAL IMPROVEMENT PROGRAM

Detailed information concerning the capital improvement program for Wildlight Phase 1 (the “Wildlight Phase 1 CIP”) is contained in the East Nassau Stewardship District Engineers Report for Wildlight Village Phase 1, dated August 10, 2017, and revised December 14, 2017, and August 6, 2018, and the East Nassau Stewardship District Engineers Report – First Addendum for Wildlight Village Phase 1 dated August 6, 2018 (together, the “Master Engineer’s Report”), and detailed information concerning the Series 2018 Project is contained in the East Nassau Stewardship District Supplemental for 2018 Project, Wildlight Village Phase 1, dated October 18, 2018 (the “Supplemental Engineer’s Report” and together with the Master Engineer’s Report, the “Engineer’s Reports”), as such supplements the Master Engineer’s Report, all of which were prepared by England Thims & Miller, Inc. (the “Consulting Engineer”) and all of which are attached hereto as composite “APPENDIX A - ENGINEER’S

REPORTS.” The information in this section is qualified in its entirety by reference to the Engineer's Reports, which should be read in their entirety.

The Wildlight Phase 1 CIP is estimated to cost approximately \$49.1 million and includes roadways, utilities, stormwater management, street lighting, landscaping/irrigation, trails/parks, entry features, professional fees and associated contingencies. Such costs are bifurcated into two (2) categories consisting of Master Infrastructure and Neighborhood Infrastructure. The Master Infrastructure is that portion of the Wildlight Phase 1 CIP that benefits all land uses in Wildlight Phase 1 (hereinafter defined) and is estimated to cost \$31.7 million (with contingency and inflation at 5% annually through build-out). The Neighborhood Infrastructure is that portion of the Wildlight Phase 1 CIP that benefits specific parcels in Wildlight Phase 1 and is estimated to cost \$17.4 million (with contingency and 5% inflation annually through build-out).

Development of a portion of both the Master Infrastructure and Neighborhood Infrastructure components of the Wildlight Phase 1 CIP is underway with certain facilities completed. The Consulting Engineer has estimated the cost of the completed portions of the Master Infrastructure component of the Wildlight Phase 1 CIP at \$___ million and such completed Master Infrastructure is referred to herein as the “Series 2018 Project.” Proceeds of the Series 2018 Bonds will be utilized to acquire a portion of the Series 2018 Project in the approximate amount of \$9 million. The remainder of the Series 2018 Project not funded with proceeds of the Series 2018 Bonds was funded by the Developer and will be contributed by the Developer to the District. At the time of issuance of the Series 2018 Bonds, the Developer and the District will enter into a Completion Agreement (the “Completion Agreement”) whereby the Developer will agree to complete those portions of the Master Infrastructure that have not previously been completed. The District cannot make any representation that the Developer will have sufficient funds to complete the Master Infrastructure component of the Wildlight Phase 1 CIP.

As stated herein, a portion of the Neighborhood Infrastructure has been completed and more specifically for the eighty-four (84) for-sale residential developed lots in Phase 1A. Such portion of the Neighborhood Infrastructure was completed by the Developer at an estimated cost of \$1.8 million. Further, the Developer is underway with the Neighborhood Infrastructure for an additional 240 for-sale residential lots in Phase 1C. Such Neighborhood Infrastructure as well as the remaining Neighborhood Infrastructure has been and is expected to continue to be funded by the Developer (or a successor developer to the extent that the Developer sells in bulk the remaining lands in Phase 1C planned for an additional 257 for-sale residential lots). The District cannot make any representation that the Developer or successor developer will have sufficient funds to complete the Neighborhood Infrastructure component of the Wildlight Phase 1 CIP.

A summary of the estimated costs of the Wildlight Phase 1 CIP are set forth in the following table:

| <u>Infrastructure</u> | <u>Master Infrastructure</u> | <u>Neighborhood Infrastructure</u> | <u>Total Wildlight Phase 1 CIP</u> |
|--|----------------------------------|--|--|
| Mobility Roads | \$2,300,000 | | \$2,300,000 |
| Local Roads | 3,400,000 | | 3,400,000 |
| Neighborhood Roads | | \$4,700,000 | 4,700,000 |
| Mobility/Public Trails | 1,600,000 | | 1,600,000 |
| Stormwater Management | 4,700,000 | | 4,700,000 |
| Utilities (Water/Sewer) | 5,700,000 | 4,300,000 | 10,000,000 |
| Street Lighting | 300,000 | 300,000 | 600,000 |
| Landscaping/Irrigation | 1,200,000 | | 1,200,000 |
| Parks and Recreation Facilities | 500,000 | | 500,000 |
| Wellness Center/Private School* | - | 2,100,000 | 2,100,000 |
| Entry Features | 1,000,000 | | 1,000,000 |
| Subtotal | \$20,700,000 | \$11,400,000 | \$32,100,000 |
| Design, Engineering, Surveying & Permitting | 2,485,000 | 1,368,000 | 3,853,000 |
| Construction Cost Contingency | 3,105,000 | 1,710,000 | 4,815,000 |
| 2017 Total | \$26,290,000 | \$14,478,000 | \$40,768,000 |
| Buildout Total | \$31,700,000 | \$17,425,000 | \$49,125,000 |

* Includes the costs of certain infrastructure improvements required for the development of the acreage on which the planned wellness center and private school are to be located and does not include the vertical construction of the same which will be undertaken by the prospective purchasers of such sites.

The costs enumerated in the table above do not include those to construct certain of the private amenities within Wildlight Phase 1 which are intended to be funded by the Developer and dedicated to the master homeowner's association established for the Development (as defined below). See "THE DEVELOPMENT – Recreational Facilities."

The status of construction and permitting for the Wildlight Phase 1 CIP and the Series 2018 Project is outlined in the Engineer's Reports attached hereto as composite APPENDIX A. The Consulting Engineer has indicated that all permits necessary to construct the Series 2018 Project and Wildlight Phase 1 CIP have either been obtained or are expected to be obtained in the ordinary course and will certify to the same at the time of issuance of the Series 2018 Bonds. In addition to the Engineer's Reports, please refer to "THE DEVELOPMENT – Development Approvals" and "THE DEVELOPMENT – Permitting" herein for a description of the land use and permitting status of the Development.

THE DEVELOPMENT

The following information appearing under the captions "THE DEVELOPMENT" and "THE DEVELOPER" have been furnished by the Developer for inclusion in this Limited Offering Memorandum as a means for the prospective Bondholders to understand the anticipated development plan and risks associated with the Development and the provision of infrastructure to the real property

within the District. Although believed to be reliable, such information has not been independently verified by the District or its counsel, the Underwriter or its counsel, or Bond Counsel, and no person other than the Developer, subject to certain qualifications and limitations, makes any representation or warranty as to the accuracy or completeness of such information. At the time of the issuance of the 2018 Bonds, the Developer will represent in writing that the information herein under the captions "THE DEVELOPMENT," "THE DEVELOPER," "LITIGATION - The Developer" and "CONTINUING DISCLOSURE" does not contain any untrue statement of a material fact and does not omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they are made, not misleading. The Developer's obligation to pay the Series 2018 Special Assessments is limited solely to its obligation as a landowner just as any other landowner within the District. The Developer is not a guarantor of payment on any property within the District and the recourse for the Developer's failure to pay or otherwise comply with its obligations to the District is limited to its ownership interest in the land subject to the Series 2018 Special Assessments.

Overview

Wildlight (the "Development") is an approximately 2,910-acre mixed-use, master-planned community located in Nassau County, Florida. The Development is located one-half (1/2) mile east of Interstate 95 on S.R. 200/Highway A1A and is currently approved for the development of up to 3,269 residential units and 6.2 million square feet of office, retail and industrial use. As discussed in more detail herein, the Development is part of the approximately 24,000 acres that are owned by the Developer and/or its affiliates and included in the boundaries of the District as well as the East Nassau Community Planning Area (see "Development Approvals" herein). The Development represents the initial phase of development activities for such acreage which was historically utilized as forestry land by affiliates of the Developer.

The Development is located approximately fifteen (15) and twenty-three (23) miles north of the Jacksonville International Airport and downtown Jacksonville, respectively. It is also conveniently located to medical facilities, beaches, shopping, dining and nightlife, all of which can be reached in under a thirty (30) minute drive. In addition to UF Health's planned health care facility described in more detail under the section "THE DEVELOPMENT – Mixed-Use Land Sales and Construction Status," Baptist Medical Center Nassau is located approximately thirteen (13) miles east of the Development. Amelia Island beaches and historic downtown Fernandina Beach are also located approximately fourteen (14) miles to the east. River City Marketplace, a regional outdoor shopping mall, and St. Johns Town Center are located approximately eleven (11) and thirty (30) miles south of the Development, respectively.

The Development is intended to be developed in phases over time that are intended to function as a single, interrelated community. The first phase of the Development ("Wildlight Phase 1") encompasses approximately 595 gross acres with approximately 285 acres permanently preserved for conservation, recreation, gathering spaces and parks for events and activities. Wildlight Phase 1 is currently planned to include 581 for-sale lots (single-family & multi-family), 279 rental apartments, 450,000 square feet of mixed-use space ("Village Center"),

onsite schools (public and private) and various amenities. As discussed herein, both horizontal and vertical development activities in the Development have commenced and are ongoing.

Inspired by the character, culture and pattern of living called “Florida Lowcountry,” the Development has been designed to encourage recreation, healthy living and community interaction. The Development is planned to include a variety of styles and types of homes, townhomes and rental apartments together with offices, hospitality, healthcare, retail shops and restaurants – all connected by a system of pathways to promote walkability, healthy lifestyles and greater sense of community. Also planned is an extensive trail network for walking, hiking and biking; playfields; parks; community pool; and fitness and wellness facilities, as further described under the heading, “THE DEVELOPMENT – Recreational Facilities.” The Development has also been designed to feature robust technological infrastructure (gigabyte plus speed with fiber optics to the homes and businesses).

As discussed in more detail under the heading “THE WILDLIGHT PHASE 1 CAPITAL IMPROVEMENT PROGRAM,” proceeds of the Series 2018 Bonds will fund a portion of the Wildlight Phase 1 CIP. The Series 2018 Special Assessments securing the Series 2018 Bonds will ultimately be assigned to the planned 581 for-sale residential lots only.

Land Acquisition/Development Financing

Rayonier (defined and described in more detail under the heading “THE DEVELOPER”) and its affiliates have owned the approximately 24,000 acres constituting the District for more than eighty (80) years which acreage has historically been utilized for forestry purposes. As part of the commencement of the Development, the approximately 595 acres constituting Wildlight Phase 1 was transferred to the Developer which is a wholly-owned subsidiary of Rayonier as more fully described under the heading “THE DEVELOPER.” All of the property comprising Wildlight Phase 1 is owned by the Developer (or its affiliates in the case of Rayonier’s corporate headquarters), with the exception of the residential lots and mixed-use tracts that the Developer has sold and closed to third-party developers or builders, as described in more detail herein under the sections “THE DEVELOPMENT – Mixed-Use Land Sales and Construction Status” and “THE DEVELOPMENT – Residential Builder Contracts and Home Sales Status.” There are currently no mortgages on the lands within Wildlight Phase 1 owned by the Developer.

The Developer anticipates utilizing proceeds of the Series 2018 Bonds to fund a portion of the Wildlight Phase 1 CIP. Further, the Developer anticipates utilizing equity to fund the remaining portion of the Wildlight Phase 1 CIP not funded with proceeds of the Series 2018 Bonds and such funding may include costs associated with certain private recreational facilities not included within the Wildlight Phase 1 CIP (the “Developer-Funded Improvements”). As discussed herein under the heading “Development Status,” physical development activities commenced in 2015. The Developer estimates it has expended approximately \$___ million in development-related expenditures to-date, including \$___ million towards the Wildlight Phase 1 CIP and \$10.1 million towards the Developer-Funded Improvements.

Development Approvals

The following is a chronological summary of development approvals governing the Development, followed by a history of the planning process.

- On May 23, 2011, the Nassau County Board of County Commissioners (“BOCC”) amended the Nassau County 2030 Comprehensive Plan (“Comprehensive Plan”) by Ordinance 2011-04. The Comprehensive Plan Amendment included provision for the development of the East Nassau Community Planning Area (the “ENCPA”), comprised of approximately 24,000 acres located near Yulee in Nassau County, Florida. On June 22, 2015, the BOCC modified the ENCPA Master Land Use Plan Map FLUMS-6, which is incorporated in the Comprehensive Plan, under Resolution 2015-87.
- On October 22, 2012, the BOCC adopted Ordinance 2012-30, creating Article 27 of the Nassau County Land Development Code, “Planned Development for East Nassau Community Planning Area (PD-ENCPA),” and providing for development regulations of the ENCPA as a mixed-use community.
- On December 17, 2012, the BOCC adopted Ordinance 2012-39, rezoning the ENCPA to PD-ENCPA and such Ordinance was subsequently clarified by BCC Resolution 2015-77 on June 8, 2015.
- On June 24, 2013, the BOCC adopted Ordinance 2013-11, approving a Development Order for a portion (approximately 4,202 acres) of the ENCPA known as East Nassau Employment Center Detailed Specific Area Plan (DSAP #1), which specifies the conditions and commitments for development of DSAP #1. DSAP #1 was modified in 2015, 2017, and 2018.
- On June 24, 2013, the BOCC adopted a development agreement between the County and TerraPointe LLC, and the Owners of Record, establishing the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement for the ENCPA, providing for the collection of a mobility fee from development within the ENCPA to fund, in part, transportation and mobility improvements needed to support proposed development within the ENCPA (the “ENCPA Mobility Network”). The Mobility Fee Agreement was modified on July 20, 2015.
- On June 24, 2013, the BOCC adopted Ordinance 2013-10, approving the use of tax increment revenues and establishing an ENCPA Mobility Network Fund to support and subsidize the mobility fee program for the ENCPA established herein (the “ENCPA Mobility Revenue Allocation Subsidy Ordinance”) and such Ordinance was modified by Ordinance 2015-8 on June 22, 2015.
- On May 13, 2015, the Employment Center DSAP Market Street Preliminary Development Plan (PDP) was approved by the Nassau County Planning Director, consisting of approximately 559.84 total acres, which includes a public school site, community amenities, parks and open space, residential neighborhoods, office, retail and a mixed-use town center. This PDP was modified on April 8, 2016 and January 31, 2018.

East Nassau Community Planning Area (ENCPA)

In 2007, the County began working with TerraPointe Services, Rayonier's real estate services company, to prepare a master plan for 24,000 acres of timberland owned by Rayonier and its affiliates located within the eastern half of the County. Roughly bounded by the St. Mary's River to the north, S.R. 200/Highway A1A to the south, Chester Road to the east and Interstate 95 to the west, this area would become known as the East Nassau Community Planning Area (ENCPA). The objective of the ENCPA was to comprehensively plan for the future growth of the County in a manner which recognizes the integral relationships between economic development, transportation, land use and urban design.

The ENCPA master plan was formed over the course of several years and was the direct result of the County's Vision 2032 Plan. Once complete, the plan was included in the County's regular comprehensive plan update, formally known as the Evaluation and Appraisal Report (EAR) amendment. The ENCPA master plan, was subjected to rigorous review by state and regional regulatory agencies and ultimately adopted by the County in 2011.

Later that same year, significant changes were made to State legislation allowing the ENCPA master plan to be converted to a State-approved Sector Plan. This conversion occurred in 2011 and was intended to take advantage of the unique benefits of sector planning. More specifically, it allowed for a higher level of detail in planning for the area; therefore, providing greater certainty to both Rayonier and its affiliates and the County.

The ENCPA is comprised of both a Master Land Use Plan Map and policies intended to guide development of the area. This "Master Land Use Plan" is intended to identify regionally significant natural resources and direct the location of land uses. Accompanying the Master Land Use Plan are a single objective and seventeen (17) policies addressing such topics as green development practices, multi-modal transportation district design, transit-oriented development (TOD) and the preservation of natural resources. Also included within the policies are specific land use sub-categories and their respective descriptions and general development guidelines.

East Nassau Employment Center Detailed Specific Area Plan (DSAP #1)

In late 2011, TerraPointe Services initiated the second step in the sector planning process, the preparation of a Detailed Specific Area Plan (DSAP). The purpose of the DSAP is to provide detailed planning information for a specific portion of the 24,000-acre ENCPA thereby allowing property within that area to advance towards preservation or development.

Approximately 4,202 acres of land were identified to be included within the East Nassau Employment Center DSAP ("DSAP #1"). This acreage is divided into three (3) planning areas, herein referred to as the Northern, Southern and Central Planning Areas (the Central Planning Area encompasses substantially the same boundary as the Development). They were specifically selected for their unique economic development potential and their context within the ENCPA when viewed in totality. The land uses included in this initial DSAP #1 are primarily focused on job creation and the diversification of the local economy. While some

areas are dedicated primarily to employment generating uses, others are predominantly residential and/or retail in nature and intended to provide the support services necessary to ensure the overall success of the larger Employment Center.

The table below outlines the maximum development program for each of the DSAP #1 Planning Areas. This development program is an essential element of the DSAP #1 and guides the preparation of many of its components. This program is weighted heavily towards non-residential development, anticipating that DSAP #1 will provide the majority of employment for the remainder of the ENCPA; therefore, future DSAPs will be predominantly residential in nature and serve to balance the sector plan’s jobs-to-housing ratio.

| <u>Planning Area</u> | <u>Acres</u> | <u>Residential Units</u> | <u>Non-Residential Square Footage</u> |
|----------------------|--------------|--------------------------|---------------------------------------|
| Northern | 665 | 769 | 75,000 |
| Central* | 2,938 | 3,269 | 6,236,495 |
| Southern | 599 | 0 | 788,505 |

* The Central Planning Area encompasses substantially the same boundary as the Development.

The development order (DO) for DSAP #1 further outlines general conditions and development conditions/commitments related to environmental, transportation/mobility facilities, land uses, master planning principles for each planning area, public facilities, impact fee credits, interlocal coordination, projected population for planning period, monitoring official, build-out date and agricultural and silvicultural uses.

Employment Center DSAP Market Street Preliminary Development Plan (Market Street PDP)

Individual planned parcels within a DSAP shall be developed pursuant to a Preliminary Development Plan (PDP). The Employment Center DSAP Market Street Preliminary Development Plan (the “Market Street PDP”) is approximately 560 acres in total area and encompasses a significant portion of Wildlight Phase 1. Approximately 466 acres are located north of A1A and approximately ninety-four (94) acres are located south of A1A. The Market Street PDP includes a public school site, community amenities, parks and open space, residential neighborhoods, office, retail and a mixed-use town center. The development program for the Market Street PDP provides for the development of up to 917 single-family and multi-family residential units and 450,000 square feet of non-residential uses.

The Wildlight Phase 1A (84 for-sale units, 279 multi-family units and 285,000 non-residential square feet), Phase 1B (165,000 non-residential square feet) and a portion of Phase 1C (240 for-sale residential units) development will be drawn down from the Market Street PDP allowable development mix. The Market Street PDP is tied to a specific geographical legal description that doesn’t include a portion of Phase 1C planned for an additional approximately 257 residential units. Accordingly, a new PDP for such portion of Phase 1C will be required prior to commencement of development activities therein. The Developer anticipates commencing the Phase 2 PDP approval process in early 2019.

Transportation/Mobility Facilities

On June 24, 2013, the BOCC adopted a development agreement between the County and TerraPointe LLC, and the owners of record, establishing the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement for the ENCPA, as amended, (the "Mobility Fee Agreement"), providing for the collection of a mobility fee from development within the ENCPA to fund, in part, transportation and certain mobility improvements needed to support proposed development within the ENCPA (the "ENCPA Mobility Network"). Simultaneously, the BOCC adopted Ordinance 2013-10, as amended, approving the use of tax increment revenues and establishing an ENCPA Mobility Network Fund to support and subsidize the mobility fee program for the ENCPA established herein (the "ENCPA Mobility Revenue Allocation Subsidy Ordinance").

Within the Central Planning Area, the following ENCPA Mobility Network improvements or portions that traverse this area have been identified:

1. **N-S Regional Center Arterial Road (4 lanes, initially constructed as 2 lanes)** – This roadway will extend through the Central Planning Area and continue north through the Regional Center and connect to US Highway 17. This roadway will serve as a spine of the ENCPA for areas between US Highway 17 and Interstate 95. A traffic signal is assumed at the intersection of this roadway and SR A1A.
2. **Interchange Road (4 lanes, initially constructed as 2 lanes)** – This roadway will provide access to the Central Planning Area from US Highway 17. An interchange with Interstate 95 is assumed at the buildout of the Central Planning Area. As areas of the ENCPA east of US Highway 17 are developed, the Interchange Road will be extended to the east.
3. **DSAP Western Loop Collector Roadways (2 lanes)** – The collector roadways for the Central Planning Area provide a second access point to and from SR A1A, as well as the Interchange Road. Turn lanes at intersections will be provided as needed.
4. **Trail System** – A system of multi-use trails is planned to provide non-auto travel choices within the Central Planning Area. The multi-use trail portion of the trail system will accommodate pedestrians, bicyclists and golf carts. Approximately twenty (20) miles of trails are included as part of the Mobility Network for this area.

In addition to the above ENCPA Mobility Network improvements, I-95/SR A1A Interchange Improvements are also required within DSAP #1 provided certain development conditions are triggered.

In addition to the ENCPA Mobility Network improvements above, the Central Planning area includes the following transportation related improvements:

1. **Local Roadways (2 lanes)** – In addition to the arterial and collector roadways included in the Mobility Network, a supporting network of local streets will be completed to provide access to parcels within the Central Planning Area.

Connectivity standards for the network of arterial, collector and local streets are defined as part of the ENCPA Sector Plan.

2. **Transit Oriented Development** – The Central Planning Area provides opportunities for transit oriented development around any future stations developed as part of an envisioned commuter rail system between within the Central Planning Area.

In conjunction with the Market Street PDP application, the Developer was required to submit a transportation impact analysis to determine the point in time at which improvements already identified in the Mobility Network will be needed. All improvements set forth in the transportation impact analysis necessary to serve the development proposed in Wildlight Phase 1 are included in the Wildlight Phase 1 CIP and are identified as mobility roads and mobility trails in the Engineer's Reports. The estimated costs to construct the mobility roads and mobility trails required for Wildlight Phase 1 total \$3.9 million. A portion of these improvements has been completed by the Developer with the remaining portions to be completed by the Developer as additional development activities in Wildlight Phase 1 progress.

Permitting

In addition to the approvals described above, various permits and approvals are required to be obtained to develop the lands within Wildlight Phase 1 as contemplated. Certain of the permits obtained by the Developer to date cover acreage greater than the approximately 595 acres that comprise Wildlight Phase 1 and more specifically that cover the approximately 2,900 acres of the Central Planning Area within DSAP #1. Such permits include a U.S. Army Corps of Engineers ("ACOE") permit for wetland impacts and a St. Johns River Water Management District ("SJWMD") conceptual permit for the overall surface water management system for DSAP #1. Further, permits and approvals for Phase 1A have been obtained by the Developer from the County (including final plat approval), SJWMD, Florida Department of Environmental Protection ("FDEP"), Jacksonville Electric Authority ("JEA") and Florida Department of Transportation ("FDOT").

Certain additional permits and approvals for Phase 1B have been obtained by the Developer from the County and governmental agencies listed above with certain other permits to be obtained by the future purchasers of the acreage included in Phase 1B. The Developer has also obtained certain permits and approvals for a portion of Phase 1C providing for the commencement of the development of 240 of the 497 residential lots planned therein.

The status of construction and permitting for the Wildlight Phase 1 CIP and Series 2018 Project is outlined in the Supplemental Engineer's Report attached hereto as APPENDIX A. The Consulting Engineer has indicated that all permits necessary to construct the Series 2018 Project and Wildlight Phase 1 CIP have either been obtained or are expected to be obtained in the ordinary course and will certify to the same at the time of issuance of the Series 2018 Bonds.

Environmental

The acreage comprising Wildlight Phase 1 has been under the ownership of Rayonier or its affiliates for over eighty (80) years and utilized as forestry land. Therefore, the Developer did not complete an environmental audit of the property. Natural and Historic resource studies have been completed as required for the ACOE.

Utilities

JEA will provide water services, wastewater treatment services and reclaimed water services to the Development and JEA has confirmed it currently has sufficient water and wastewater capacity to serve the Development. Florida Power and Light will provide electric service to the Development and Florida Public Utility will provide natural gas to the Development.

The Developer has agreements in place with Comcast and AT&T for a high-speed fiber optic network. The fiber backbone of the network has been constructed by the Developer and Comcast/AT&T have constructed service loops for fiber distribution. Residents and businesses in the Development will have the ability to choose providers for phone, data and television services.

Land Use and Development Plan

The information appearing in the table below illustrates the current land use plan for Wildlight Phase 1, which information is subject to change. Wildlight Phase 1 has been designed and planned in three (3) subphases, which include Phase 1A, Phase 1B and Phase 1C.

| <u>Land Use</u> | <u>Unit of Measurement</u> | <u>Phase 1A</u> | <u>Phase 1B</u> | <u>Phase 1C</u> | <u>Total</u> |
|--------------------------------|----------------------------|-----------------|-----------------|-----------------|----------------|
| <i>Commercial</i> | | | | | |
| Village Center | Square Feet | <u>285,000</u> | <u>165,000</u> | | <u>450,000</u> |
| Total | | 285,000 | 165,000 | | 450,000 |
| <i>Educational/Community</i> | | | | | |
| Elementary School | Acre | | | 27 | 27 |
| Community Center | Acre | | | 2 | 2 |
| Wellness Center/Private School | Acre | | | <u>28</u> | <u>28</u> |
| Total | | | | 57 | 57 |
| <i>Residential</i> | | | | | |
| Apartment | Dwelling Unit | 279 | | | 279 |
| Townhome | Dwelling Unit | 26 | | 47 | 73 |
| Single Family 40' | Dwelling Unit | 31 | | 143 | 174 |
| Single Family 45' | Dwelling Unit | | | 56 | 56 |
| Single Family 55' | Dwelling Unit | 16 | | 134 | 150 |
| Single Family 70' | Dwelling Unit | <u>11</u> | | <u>117</u> | <u>128</u> |
| Total | | 363 | | 497 | 860 |

Development Status

Development activities in Wildlight Phase 1 commenced in 2015. Phase 1A consists of a portion of the Village Center planned for approximately 285,000 square feet of mixed-use space, 279 apartments and eighty-four (84) for-sale residential lots. Horizontal development in Phase 1A is substantially complete and in the process of final acceptance by the County and JEA. Vertical development in Phase 1A has also commenced. Rayonier's new corporate headquarters, a 55,000 square foot office building, opened in June 2017, and the StoryCenter, which serves as the community's welcome center and central location for information about Wildlight, opened in October 2017. Additional vertical development is just underway or scheduled to commence shortly as discussed in more detail herein under the heading "Mixed-Use Land Sales and Construction Status." Finally, as described in more detail herein under the heading "Residential Builder Contracts and Home Sales Status" approximately ___ for-sale homes have been constructed and the first homeowner moved into Wildlight during July 2018.

Phase 1B consists of approximately ninety-three (93) acres located south of S.R. 200/Highway A1A planned for the remaining approximately 165,000 square feet of mixed-use space in the Village Center. A portion of the acreage in Phase 1B has been sold to UF Health as discussed in more detail herein under the heading "Mixed-Use Land Sales and Construction Status." The remaining parcels in Phase 1B are intended to be sold as undeveloped and the Developer's obligation is limited to construction of JEA pump stations and installation of landscaping and sidewalks along 1,200 linear feet of road frontage. The pump station serving the UF Health and planned grocery parcel is permitted, out for bid and anticipated to be operational by the first quarter of 2019. Plans for landscaping and sidewalks are fully designed and approved and installation is anticipated to be completed by first quarter of 2019.

Phase 1C is planned to include 497 residential lots, the completed Wildlight Elementary School (opened in August 2017), a health/wellness center, a private community pool and private school. Clearing and mass grading is underway and residential lot development will continue with completion timed to market demand. The Developer currently anticipates approximately 240 for-sale lots will be completed during the second half of 2019.

Mixed-Use Land Sales and Construction Status

Wildlight Phase 1 has been approved the approximately 450,000 square feet of mixed-uses planned to span both sides of S.R. 200/Highway A1A and the 279 apartments in the Village Center. The Developer is delivering certain infrastructure to aid in the selling of individual parcels to developers and/or end-users. As currently planned, approximately 285,000 square feet of mixed-use space is intended to be constructed on the north side of S.R. 200/Highway A1A and approximately 165,000 square feet of commercial is intended to be constructed on the south side of S.R. 200/Highway A1A.

The mixed-use space planned on the north side of S.R. 200/Highway A1A comprises Phase 1A, which is planned to include retail, restaurants, office, hospitality and apartments.

The mixed-use space planned on the south side of S.R. 200/Highway A1A comprises Phase 1B, and is planned to include UF Health's healthcare facility, as described in more detail below, a grocery store and three (3) office or mixed-use parcels.

In addition to the mixed-use space discussed herein, there are twenty-eight (28) acres located in Phase 1C that are planned to include a health/wellness center and private school.

As of September 15, 2018, the Developer has contracted for the sale of approximately 291,000 square feet of mixed-use space of which 126,000 square feet has closed (exclusive of Rayonier's 55,000 square foot corporate headquarters building and 2,000 square foot Wildlight StoryCenter). The average per acre price of developed and undeveloped parcels contracted is \$385,000.

The information below is a summary of the mixed-use land sale, contract, anticipated development and ongoing negotiating activity in Wildlight Phase 1. There is no assurance that negotiations will give rise to entering into a purchase contract or ultimately lead to a closing.

Phase 1A

- In May 2016, Rayonier acquired acreage for the relocation of its corporate headquarters. The new 55,000 square foot office building opened in June 2017.
- In June 2017, Florida Public Utilities (FPU), a Florida energy provider, purchased acreage adjacent to Rayonier's new building for the construction of a new 18,000 square foot office building for the relocation of its Florida headquarters. Construction activities commenced in September 2018 and are anticipated to be complete in 2019.
- In December 2017, First Federal Bank of Florida (First Federal) acquired acreage to build an approximately 2,000 square foot full-service banking branch. Construction activities are anticipated to commence in October 2018 and are anticipated to be complete in 2019.
- In December 2017, a subsidiary of Atlanta-based Varden Capital Properties, VCP Wildlight, LLC, acquired acreage to develop a 279-unit apartment complex together with Tellus Partners and Buckhaven Construction Services. The complex is planned to include a variety of amenities including a pool, fitness center, clubhouse and dog park. Construction activities are anticipated to commence in December 2018 with the first units available for lease in 2019.
- In March 2018, subsidiaries of Skinner Bros. Realty, WTC North SBRC, LLC and WTC North DGS, LLC, acquired the first of several parcels planned for approximately 25,000 square feet of retail space with development of an approximately 9,100 square foot multi-tenant building plus a courtyard and an approximately 4,000-square foot building on the corner of Wildlight Blvd. and A1A underway. This building will include an outside courtyard and covered dining area. Cold Stone Creamery (Cold Stone), and

locally-owned Tasty's fresh burgers and fries (Tasty's) have been announced as the first two (2) tenants.

- In May 2018, the Sheffield family (a/k/a BWS Commercial Holdings, LLC), the entrepreneurs behind several hospitality and insurance companies based locally and across the State, including the Amelia Island Hospitality Group and Amelia Underwriters, purchased acreage to develop a four-story, mixed-use building. Within the approximately 42,000 sq. ft. building, the Sheffield family is planning to incorporate a liquor store and bar concept similar to their popular Fernandina Beach location, the Decantery, alongside a restaurant and rooftop bar. Additionally, the Sheffields will also be moving their insurance company's corporate headquarters into the new mixed-use building's office space. Construction activities are anticipated to commence in November 2018 and be complete in November 2019.
- In July 2018, a subsidiary of Rainbow Childcare, EIG14T RCCC 230 FL-YULEE, LLC, acquired acreage for the construction of an approximately 11,000 square foot childcare facility. Construction activities are expected to commence in December 2018 and be complete in March 2020.
- The Developer is under contract with Impact Properties for the sale of a hotel parcel that is planned for an approximately 96-unit Marriott Spring Hill Suites. The contract is anticipated to close in December 2018 with construction activities expected to commence in June 2019.
- The Developer is negotiating a contract with a local religious organization for the construction of a church on approximately 0.49 acres.

Phase 1B

- In December 2017, UF Health acquired acreage for the development of 50,000 square feet, which is planned to include an urgent care facility staffed by emergency medicine faculty, primary care using a patient-centered model focused on prevention and early diagnosis, and an imaging center. Providers are initially intended to include faculty physicians in adult primary care and pediatrics; over time, other medical specialists may be added in areas such as obstetrics, sports medicine, dentistry, orthopedics and occupational and speech therapy, depending on the community's needs and interests. Development activities commenced construction on the 40,000 square foot Phase 1 building in August 2018.
- The Developer is under contract with Sleiman Enterprises, Inc. for the sale of a grocery-anchored retail parcel that is planned for approximately 75,000 square feet of space. The contract is anticipated to close in July 2019 with construction activities expected to commence in _____ 2020.

Phase 1C

- The Developer has entered into a contract with the Catholic Diocese for the sale of approximately twenty (22.88) acres planned for a church and affiliated private school. Such contract calls for a closing in November 2018.
- The Developer is negotiating a contract for the construction of a Fitness and Lifestyle campus on a 5.5 acre site. While planning and design has yet to be finalized, the contract contemplates a 25,000 square foot fitness center and a 10,000 square foot wellness center focused on early childhood development, sports injury prevention, smart parks, and community nutrition. However, there is no assurance that such negotiations will result in the execution of a purchase and sale or ultimately lead to a closing.

Residential Builder Contracts and Home Sales Status

The Developer has entered into lot purchase agreements with three (3) homebuilders for the sale of all eighty-four (84) for-sale residential lots planned, and subsequently completed, in Phase 1A. Each lot purchase agreement required a \$50,000 earnest money deposit, as well as a \$25,000 development deposit payable at the initial closing. The table below is a summary of the current Phase 1A residential builder contracts.

| <u>Builder</u> | <u>Lot Size</u> | <u>Lots Under the Contract</u> | <u>Initial Closing Date</u> | <u>Minimum Quarterly Closing</u> | <u>Starting Lot Price</u> |
|--------------------------|------------------------|---------------------------------------|------------------------------------|---|----------------------------------|
| D.S. Ware Homes, LLC | 45' | 31 | August 2017 | 3, 9, 8, 12, 7 | \$38,610 |
| D.S. Ware Homes, LLC | 55' | 8 | | | \$57,600 |
| Dostie Homes, LLC | TH | 26 | September 2018 | 8, 9, 8, 6 | \$28,750 |
| Dostie Homes, LLC | 70' | 5 | | | \$67,500 |
| Dream Finders Homes, LLC | 55' | 8 | February 2018 | 6, 4, 4 | \$57,600 |
| Dream Finders Homes, LLC | 70' | <u>6</u> | | | \$66,700 |
| | | 84 | | | |

Each of the builders is required to construct one (1) model home for each product type under contract and must maintain at least two (2) speculative homes per product type in inventory. The first model home was completed by D.S. Ware Homes, LLC in February 2018 and additional models are anticipated to be completed during the fourth quarter of 2018.

Lot closings to builders commenced in June 2017 and builder home closings to retail buyers commenced in July 2018. As of September 15, 2018, the Developer had closed on fifty

(50) lots with builders, and builders had written thirteen (13) home sale contracts with retail homebuyers of which two (2) had closed.

The Developer anticipates entering into additional builder contracts for a portion of the for-sale residential lots planned in Phase 1C by the first quarter of 2019. The Developer is also contemplating selling in bulk the land planned for the last 257 for-sale lots in Phase 1C to national homebuilder(s).

Residential Builders

The following represents summary information on D.S. Ware Homes, LLC, Dostie Homes, LLC and Dream Finders Homes, LLC. The information pertaining to these builders has been obtained from public sources believed to be accurate, including the relevant websites for each builder, but cannot be certified as to its accuracy and is subject to change.

D.S. Ware Homes, LLC (“DS Ware”) has over 100 years of combined team experience building homes in northeast Florida. Led by Donnie Ware and Mark Johns, D.S. Ware builds semi-custom homes, allowing customers the freedom to modify home plans to suit their individual tastes. D.S. Ware has repeatedly received superior rankings from J.D. Power and Associates for its customer satisfaction and warranty program. In addition to the Development, D.S. Ware Homes is currently constructing homes in three (3) other northeast Florida communities, including Shearwater.

Dostie Homes, LLC (“Dostie Homes”) is Jacksonville’s oldest locally-owned building company. The Dostie Family has been building quality homes in North Florida for 60 years. In 1958, J. Rene Dostie moved his family from Canada to Jacksonville in pursuit of better opportunities. In 1974, Richard R. Dostie took over his father's legacy until passing the business on to his sons Rick and Chris Dostie in 2010. In addition to the Development, Dostie Homes is currently building homes in five (5) other northeast Florida communities, including Nocatee, Palencia and Glen Kernan Golf and Country Club.

Dream Finders Homes, LLC (“Dream Finders Homes”) is a private, national home builder currently building homes in the northeast Florida, Orlando, Savannah, Denver, Northern Virginia, Maryland and Austin markets. Dream Finders Homes was recognized in 2011 by The Jacksonville Business Journal as the “#1 Fastest Growing Private Company in Jacksonville.” In 2012, Inc. 500 recognized Dream Finders Homes as the third Fastest Growing Private Building Company in the United States. Dream Finders Homes has earned twenty (20) Parade of Homes awards from the Northeast Florida Builders Association.

Projected Absorption

The following table sets forth the Developer’s anticipated pace of residential for-sale lot closings in Wildlight Phase 1.

| <u>Product</u> | <u>2017</u> | <u>2018</u> | <u>2019</u> | <u>2020</u> | <u>2021</u> | <u>2022</u> | <u>Total</u> |
|----------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|
|----------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|

| | | | | | | | |
|-------------------|----------|-----------|------------|------------|------------|------------|------------|
| Townhome | 0 | 14 | 36 | 23 | 0 | 0 | 73 |
| Single Family 40' | 3 | 13 | 14 | 22 | 61 | 61 | 174 |
| Single Family 45' | 5 | 10 | 25 | 16 | 0 | 0 | 56 |
| Single Family 55' | 1 | 15 | 30 | 70 | 17 | 17 | 150 |
| Single Family 70' | <u>0</u> | <u>9</u> | <u>11</u> | <u>7</u> | <u>51</u> | <u>50</u> | <u>128</u> |
| Total | 9 | 61 | 116 | 138 | 129 | 128 | 581 |

The projections in the table above are based upon estimates and assumptions that are inherently uncertain, though considered reasonable, and are subject to significant business, economic and competitive uncertainties and contingencies, all of which are difficult to predict. As a result, there can be no assurance that such projections will occur or be realized in the time frames anticipated. See “BONDOWNERS' RISKS” herein.

Residential Product Offerings

Wildlight Phase 1 is currently planned to include approximately 581 for-sale homes situated on varying lot sizes, creating a customized neighborhood feel that is intended to appeal to first-time and first move-up buyers. The current land use plan for Wildlight Phase 1 calls for a mix of Traditional Neighborhood Design (TND) and non-TND for-sale residential product. The following table sets forth the current estimated home square footage and price ranges for the planned product offerings in Wildlight Phase 1A, which product offerings are subject to change and may fluctuate based on various factors, including market performance.

| <u>Product</u> | <u>Lot Size</u> | <u>Estimated Square Footage</u> | <u>Estimated Sales Price</u> |
|----------------|-----------------|---------------------------------|------------------------------|
| Townhome | 24'x130' | 1,200 - 1,700 | Low \$200s |
| Garden | 45'x100' | 1,500 – 2,000 | Mid \$200s |
| Cottage | 45'x130' | 1,600 – 2,400 | High \$200s |
| Village | 55'x130' | 1,800 – 3,200 | Low \$300s |
| Manor | 70'x130' | 2,500 – 3,200 | Mid \$300s |

Recreational Facilities

The Development is planned to include a private community amenity located in Phase 1C that is currently under design and will be constructed by the Developer. The facility conceptually includes a pool, restrooms, shade structures, pool deck, event lawn and landscape areas. Construction of the pool amenity is anticipated to commence in November/December of 2018 and be complete in the summer of 2019. The estimated cost of the pool amenity is \$2 million and is anticipated to be funded by the Developer. Upon completion, it is the Developer’s current intent to convey the pool amenity to Wildlight’s Residential Owners Association for operation and maintenance.

The Development has been designed to be connected with a network of trails and sidewalks. Multiple trail connections are intended to be provided serving to link neighborhoods through conservation areas allowing residents to walk from homes to schools

and Village Center shops and restaurants. Construction of the trail network will occur as development of Wildlight Phase 1 progresses, with certain trails subject to the Mobility Fee Agreement, as described in more detail under the section, "THE DEVELOPMENT – Transportation/Mobility Facilities." The Phase 1 trail network is anticipated to be funded by the Developer.

As previously discussed herein, the Development is planned to include a fitness and lifestyle campus located in Phase 1C. It is anticipated that a 25,000 square foot fitness center will anchor this planned facility. While planning and design has yet to be finalized, is anticipated to open in late 2019. Along with fitness equipment and group exercise studios, the fitness center plans to feature an indoor track.

Marketing

The Developer intends to utilize a marketing campaign that includes branded content, paid media, social media, a website, a mobile app, addressable media, workshops and events, a story center and kiosks, frontage and signage, sponsorships and partnerships, and public relations.

The Wildlight StoryCenter opened in November 2017 and is located in the Village Center in Phase 1A. The StoryCenter serves as the Development's welcome center and central location for information about Wildlight. Featuring Wildlight's signature Florida Lowcountry architecture, the StoryCenter provides a glimpse into the project's unique character and presents the Wildlight story in all its aspects, including information on the Developer and builders, lifestyle, commitment to stewardship, business and residential offerings. Ideally, prospects visit the StoryCenter to learn more about the scope, reach and spirit of the community before they choose a specific builder. The StoryCenter houses sales collateral such as information sheets, questionnaires, builder feature boards, neighborhood plans, and amenities listings to guide buyers through the home purchase process.

At this time, builders are required to remit a marketing fee to the Developer equal to 1.25% of the gross sales price of a home and lot package, payable at the time of closing to third-party homebuyers. Builders are also expected to market their product offerings in addition to the Developer's community marketing. In addition, each builder in Wildlight will be required to have at least one model home per product type. The first model was complete in February 2018 by D.S. Ware and additional models are estimated to be complete in the fourth quarter of 2018.

Schools

Based upon current school districting, school children residing in the Development attend Wildlight Elementary, Yulee Middle, and Yulee High. However, future capacity limitations or redistricting could result in a change to which school children residing in the Development would attend.

The Developer donated approximately twenty-seven (27) acres in Phase 1C to the Nassau County School Board for the construction of Wildlight Elementary School, which opened in August 2017 and has initial capacity for 600 students. Yulee Middle and Yulee High are located approximately five (5) miles east of the Development. Wildlight Elementary and Yulee Middle each received a grade of “B” from the Florida Department of Education in 2018, while Yulee High received a grade of “A” during the same period.

In addition to public schools, the Developer has a commercial tract of land in Phase 1C under contract to the Catholic Diocese of St. Augustine. It is anticipated that the Catholic Diocese Church will construct a private school.

Lastly, just one mile down the road from Wildlight, Florida State College’s Nassau Center is fully equipped with computer and technology-enhanced classrooms and labs. Students can complete degrees such as an A.S. in Cardiovascular Technology or an Associate in Arts.

Assessment Area

As more fully discussed under the heading, “ASSESSMENT METHODOLOGY,” the Assessment Reports initially allocate the Series 2018 Special Assessments over the approximately ___ (__) gross developable acres in Wildlight Phase 1 planned for 581 for-sale residential lots. This includes the eighty-four (84) platted for-sale residential lots in Phase 1A and land designated for 497 for-sale residential lots in Phase 1C. As such acreage is developed and platted, the Series 2018 Special Assessments will be allocated to the platted units in the amounts set forth in Table __ in the Series 2018 Supplemental Methodology Report attached hereto as Appendix B until all of such Series 2018 Special Assessments are assigned.

Fees and Assessments

Each homeowner in Wildlight Phase 1 will pay annual taxes, assessments, and fees on an ongoing basis resulting from their ownership of property within the District, including ad valorem property taxes, the Series 2018 Special Assessments, homeowner’s association fees and administrative, operation and maintenance assessments levied by the District as described in more detail below.

Property Taxes. The 2017 millage rate for area of the County in which the Development is located is 14.3348 mills. Assuming an average home price in the District of approximately \$300,000 with a \$25,000 homestead exemption (\$275,000 taxable value), the annual property tax would be approximately \$3,942.

In addition to the above property taxes, the County approved on October 8, 2018, a Municipal Service Taxing Unit (“MSTU”) over the ENCPA lands to fund recreation services, maintenance and facilities. The MSTU may impose additional taxes on landowners within the ENCPA.

Homeowner's Association Fees. All homeowners will be subject to annual homeowner's association ("HOA") fees for the architectural review, deed restriction enforcement, a dedicated lifestyle director to organize and plan community events, as well as operation and maintenance of any HOA-owned facilities including, without limitation, parks, recreational pool facilities, and trail network. The estimated annual HOA fees are enumerated in the table below.

| <u>Product</u> | <u>Lot Size</u> | <u>Est. Annual HOA Fees</u> |
|----------------|-----------------|-----------------------------|
| Townhome | 24'x130' | \$650 |
| Garden | 45'x100' | \$650 |
| Cottage | 45'x130' | \$650 |
| Village | 55'x130' | \$650 |
| Manor | 70'x130' | \$650 |

District Special Assessments. All homeowners in Wildlight Phase 1 will be subject to the Series 2018 Special Assessments levied in connection with the Series 2018 Bonds. In addition to the Series 2018 Special Assessments, all homeowners in the District will be subject to annual operation and maintenance assessments levied by the District which are derived from the District's annual budget and are subject to change each year. The table below illustrates the estimated aforementioned annual assessments that will be levied by the District for each of the respective product type.

| <u>Product</u> | <u>Lot Size</u> | <u>Est. Annual Series 2018 Special Assessments</u> | <u>Est. Annual Operation and Maintenance Assessments</u> |
|----------------|-----------------|--|--|
| Townhome | 24'x130' | \$720 | \$175 |
| Garden | 40'x100' | \$1,080 | \$250 |
| Cottage | 45'x130' | \$1,080 | \$250 |
| Village | 55'x130' | \$1,320 | \$280 |
| Manor | 70'x130' | \$1,680 | \$360 |

As noted, certain of the amounts set forth in the tables above are estimates. It is anticipated that funds derived from the operation and maintenance assessments described above will be used by the District primarily to pay for maintenance of District-owned facilities and administrative overhead and operating expenses including, without limitation, District management, insurance, maintenance and supplies. Furthermore, it is anticipated that funds derived from the HOA fees described above will be used by such association primarily to pay for architectural review fees, deed restriction enforcement as well as operation and maintenance of any HOA-owned facilities such as certain recreational facilities. The assessments imposed by the District for its administrative, operation and maintenance costs will vary annually, based on the adopted budget of the District for a particular fiscal year. Similarly, the HOA's fee will vary annually, based on the budget adopted by the association for a particular year.

Competition [MBS to provide]

Tamaya
Nocatee
Shearwater
Rivertown

This section does not purport to summarize all of the existing or planned communities in the area of the Development, but rather to provide a description of those that may pose primary competition to the Development.

THE DEVELOPER

Wildlight, LLC (the “Developer”), a Delaware limited liability company, is a wholly-owned subsidiary of Raydient LLC, a wholly-owned taxable real estate investment trust (“REIT”) subsidiary of Rayonier Inc. (“Rayonier”).

Rayonier is a leading timberland REIT with assets located in some of the most productive softwood timber growing regions in the U.S. and New Zealand. The focus of Rayonier’s business is to invest in timberlands and to actively manage them to provide current income and attractive long-term returns to its shareholders. As of December 31, 2017, Rayonier owned, leased or managed approximately 2.6 million acres of timberlands located in the U.S. South (1.82 million acres), U.S. Pacific Northwest (378,000 acres) and New Zealand (410,000 gross acres, or 293,000 net plantable acres). In addition, Rayonier engages in the trading of logs from New Zealand and Australia to Pacific Rim markets, primarily to support its New Zealand export operations. Rayonier has an added focus to maximize the value of its land portfolio by pursuing higher and better use (“HBU”) land sales opportunities.

Rayonier originated as the Rainier Pulp & Paper Company founded in Shelton, Washington in 1926. On June 27, 2014, Rayonier completed the tax-free spin-off of its Performance Fibers manufacturing business from its timberland and real estate operations, thereby becoming a “pure-play” timberland REIT. Under their REIT structure, they are generally not required to pay U.S. federal income taxes on their earnings from timber harvest operations and other REIT-qualifying activities contingent upon meeting applicable distribution, income, asset, shareholder and other tests. Rayonier’s U.S. timber operations are primarily conducted by its wholly-owned REIT subsidiaries. Its New Zealand timber operations are conducted by Matariki Forestry Group, a majority-owned joint venture subsidiary (“New Zealand JV”). Its non-REIT qualifying operations, which are subject to corporate-level tax, are held by various taxable REIT subsidiaries. These operations include their log trading business and certain real estate activities, such as the sale and entitlement of development HBU properties.

Rayonier owns approximately 200,000 acres of timberlands located in the vicinity of Interstate 95 primarily north of Daytona Beach, Florida and south of Savannah, Georgia, some of which have the potential to transition to higher and better uses over time as market

conditions support increased demand. These properties provide Rayonier with select opportunities to add value to its portfolio through real estate development activities, which it believes will allow it to periodically sell parcels of such land at favorable valuations relative to timberland values through one of its taxable REIT subsidiaries, including the Developer.

Rayonier is a North Carolina corporation with its corporate headquarters located in the Development a 1 Rayonier Way, Wildlight, Florida 32097. Rayonier is publicly-traded company on the New York Stock Exchange (“NYSE”) that trades under the symbol RYN. As a publicly-traded company on the NYSE, Rayonier is subject to the informational requirements of the Securities Exchange Act of 1934 (the “Exchange Act”), as amended, and in accordance therewith files reports, proxy statements, and other information with the Securities and Exchange Commission (the “SEC”). The registration statement and these other SEC filings are available at the SEC’s website at <https://www.sec.gov> and at the SEC’s Public Reference Room at the SEC’s Headquarters, located at 100 F Street, NE, Washington, D.C. 20549.

All documents subsequently filed by Rayonier pursuant to the requirements of the Exchange Act after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

ASSESSMENT METHODOLOGY

The Assessment Consultant Wrathell, Hunt and Associates, LLC, has developed the Assessment Reports attached hereto as composite APPENDIX B that allocates the total benefit derived from the portion of the Series 2018 Project financed with proceeds of the Series 2018 Bonds to the Series 2018 Assessment Area. The Assessment Reports initially allocate the Series 2018 Special Assessments over the approximately ___ (__) gross developable acres in Wildlight Phase 1 planned for 581 for-sale residential lots. This includes the eighty-four (84) platted for-sale residential lots in Phase 1A and land designated for 497 for-sale residential lots in Phase 1C. As such acreage is developed and platted, the Series 2018 Special Assessments will be allocated to the platted units in the amounts set forth in Table 8 in the 2018 Supplemental Methodology Report attached hereto as part of composite Appendix B until all of such Series 2018 Special Assessments are assigned.

DESCRIPTION OF THE SERIES 2018 BONDS

General Description

The Series 2018 Bonds are issuable only as fully registered bonds, without coupons, in the minimum amount of \$5,000 or any integral multiple thereof; provided, however, that the Series 2018 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of \$5,000 in excess of \$100,000.

The Series 2018 Bonds will be dated as of their date of issuance and will bear interest payable on each May 1 and November 1, commencing May 1, 2019 (each, an “Interest Payment Date”), which interest shall be computed on the basis of a 360-day year of twelve 30-day

months. The Series 2018 Bonds will mature on such dates, in such amounts and at such rates as set forth on the cover page of this Limited Offering Memorandum.

The interest payable on each Series 2018 Bond, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the registered Owner thereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next 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, the payment of interest and principal or Redemption Price or Amortization Installments 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 any Series 2018 Bond. Any payment of principal, Amortization Installment or Redemption Price shall be made only upon presentation at the designated corporate trust office of U.S. Bank National Association, located in Fort Lauderdale, Florida, or any alternate or successor paying agent, unless the Series 2018 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 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 owns not less than \$1,000,000 in aggregate principal amount of the Series 2018 Bonds).

The Series 2018 Bonds will initially be registered in the name of Cede & Co. as nominee for The Depository Trust Company (“DTC”), which will act initially as securities depository for the Series 2018 Bonds and, so long as the Series 2018 Bonds are held in book-entry only form, Cede & Co. will be considered the registered owner for all purposes hereof. See “--Book-Entry Only System” below for more information about DTC and its book-entry only system.

Redemption Provisions

Optional Redemption. The Series 2018 Bonds maturing on or after May 1, 20____, 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 100% of the principal amount of such Series 2018 Bonds or portions thereof to be redeemed, together with accrued interest to the Redemption Date.

Mandatory Redemption. The Series 2018 Term Bonds maturing May 1, 20____, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2018 Sinking Fund Account established under the First Supplement in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) 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

Any Series 2018 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 2018 Bonds. Amortization Installments are also subject to recalculation, as provided in the Indenture, as the result of the redemption of Series 2018 Bonds so as to reamortize the remaining Outstanding principal balance of the Series 2018 Bonds as set forth in the Indenture.

Extraordinary Mandatory Redemption. The Series 2018 Bonds are subject to Extraordinary Mandatory Redemption prior to maturity, in whole on any date or in part on any Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, 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 2018 Project (as such terms are defined in the Indenture), by application of moneys transferred from the Series 2018 Acquisition and Construction Account in the Acquisition and Construction Fund established under the Indenture to the Series 2018 Prepayment Subaccount of the Series 2018 Redemption Account in accordance with the terms of the Indenture; or

(b) from Prepayments (as defined in the Indenture) or other moneys deposited into the Series 2018 Prepayment Subaccount of the Series 2018 Redemption Account; or

(c) on the date on which the amount on deposit in the Series 2018 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2018 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2018 Bonds shall be called for redemption, the particular Series 2018 Bonds or portions of Series 2018 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice and Effect of Redemption

Notice of each redemption of Series 2018 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 Redemption Date to each registered Owner of Series 2018 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 2018 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 2018 Bonds or such portions thereof on such date, interest on such Series 2018 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2018 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 2018 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.

Notice of optional redemption may be conditioned upon the occurrence of non-occurrence of such event or events 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 and DTC's book-entry system has been obtained from DTC and neither the District nor the Underwriter makes any representation or warranty or takes any responsibility for the accuracy or completeness of such information.

DTC will act as securities depository for the Series 2018 Bonds. The Series 2018 Bonds will be issued as fully-registered bonds 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 bond certificate will be issued for each maturity of the Series 2018 Bonds 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 (the “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 (the “Indirect Participants”). DTC has a Standard and Poor's rating of AA+. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2018 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2018 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2018 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 2018 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2018 Bonds, except in the event that use of the book-entry system for the Series 2018 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2018 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 Series 2018 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2018 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2018 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an 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 made among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Series 2018 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2018 Bonds, as the case may be, to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2018 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 2018 Bonds are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2018 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 Registrar on the 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, the Registrar or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend 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 for the Series 2018 Bonds. 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 the Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2018 Bonds at any time by giving reasonable notice to the District. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2018 Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2018 Bond certificates will be printed and delivered to DTC.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2018 BONDS, AS NOMINEE OF DTC, REFERENCE HEREIN TO THE OWNER OF THE SERIES

2018 BONDS OR REGISTERED OWNERS OF THE SERIES 2018 BONDS SHALL MEAN DTC AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2018 BONDS.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but takes no responsibility for the accuracy thereof.

NEITHER THE DISTRICT NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE SERIES 2018 BONDS. THE DISTRICT CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE SERIES 2018 BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM.

SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2018 BONDS

General

The Series 2018 Bonds are payable from and primarily secured by the revenues derived by the District from the Series 2018 Special Assessments and amounts in the Funds and Accounts (except for the Series 2018 Rebate Account) established by the Indenture. Series 2018 Special Assessments will be levied and collected on the lands within the Assessment Area specially benefited by the Series 2018 Project (the "Series 2018 Assessment Area").

The Series 2018 Special Assessments represent an allocation of a portion of the costs of the Series 2018 Project, including bond financing costs, to the Series 2018 Assessment Area in accordance with the 2018 Supplemental Methodology Report, attached hereto as part of composite APPENDIX B.

"Assessments" is defined in the Master Indenture to mean all assessments levied and collected by or on behalf of the District pursuant to the Act as amended from time to time, together with the applicable interest specified by resolution adopted by the Governing Body, the interest specified in Chapter 170, Florida Statutes, as amended, 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.

NEITHER THE SERIES 2018 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL

INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE SERIES 2018 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2018 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2018 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2018 SPECIAL ASSESSMENTS AND THE SERIES 2018 PLEDGED FUNDS PLEDGED TO THE SERIES 2018 BONDS, ALL AS PROVIDED IN THE INDENTURE.

Funds and Accounts

The Indenture establishes with the Trustee the following Funds and Accounts: 1) within the Acquisition and Construction Fund, a Series 2018 Acquisition and Construction Account and a Series 2018 Costs of Issuance Account; 2) within the Debt Service Fund, a Series 2018 Debt Service Account (and therein a Series 2018 Sinking Fund Account, a Series 2018 Interest Account, a Series 2018 Capitalized Interest Account), and a Series 2018 Redemption Account (and therein a Series 2018 Prepayment Subaccount; 3) in the Reserve Fund, a Series 2018 Reserve Account, which shall be held for the benefit of all of the Series 2018 Bonds, without distinction as to Series 2018 Bonds and without privilege or priority of one Series 2018 Bond over another; 4) within the Revenue Fund, a Series 2018 Revenue Account; and 5) within the Rebate Fund, a Series 2018 Rebate Account.

Series 2018 Acquisition and Construction Account and Series 2018 Capitalized Interest Account

Amounts on deposit in the Series 2018 Acquisition and Construction Account shall be applied to pay the Costs of the Series 2018 Project upon compliance with the requirements of the requisition provisions set forth in the Master Indenture and/or as otherwise provided in the First Supplement. Any balance remaining in the Series 2018 Acquisition and Construction Account after the Date of Completion of the Series 2018 Project and after retaining the amount, if any, of all remaining unpaid Costs of the Series 2018 Project set forth in the Engineers' Certificate establishing such Date of Completion, shall be transferred to and deposited in the Series 2018 Prepayment Subaccount in the Series 2018 Redemption Account and applied to the extraordinary mandatory redemption of the Series 2018 Bonds in the manner prescribed in the First Supplement.

Upon the occurrence of an Event of Default, moneys in the Series 2018 Acquisition and Construction Account may be used to pay the fees and the expenses and costs of litigation and other remedies of the Trustee incurred to pursue remedies under the Indenture.

Amounts on deposit in the Series 2018 Capitalized Interest Account shall, until and including November 1, 2019, be transferred into the Series 2018 Interest Account and applied to the payment of interest first coming due on the Series 2018 Bonds, and thereafter transferred into the Series 2018 Acquisition and Construction Account, whereupon the Series 2018 Capitalized Interest Account will be closed.

Series 2018 Reserve Account and Series 2018 Reserve Account Requirement

The Series 2018 Reserve Account Requirement is the amount equal to _____ (___%) of the Maximum Annual Debt Service Requirement the Series 2018 Bonds at the time of issuance, which is \$_____.

The Series 2018 Reserve Account shall be initially funded in an amount equal to the Series 2018 Reserve Account Requirement. Except as otherwise provided in the Indenture, amounts on deposit in the Series 2018 Reserve Account shall be used only for the purpose of making payments into the Series 2018 Interest Account, and the Series 2018 Sinking Fund Account to pay Debt Service on the Series 2018 Bonds, when due, without distinction as to Series 2018 Bonds and without privilege or priority of one Series 2018 Bond over another, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose. Such Account shall consist only of cash and Series 2018 Investment Obligations.

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 first Business Day preceding such forty-fifth (45th) day), the Trustee is authorized and directed in the First Supplement to recalculate the Series 2018 Reserve Account Requirement and to transfer any excess resulting from a prepayment and not from investment earnings on deposit in the Series 2018 Reserve Account into the Series 2018 Prepayment Subaccount of the Series 2018 Redemption Account and applied to the extraordinary mandatory redemption of the Series 2018 Bonds.

On the earliest date on which there is on deposit in the Series 2018 Reserve Account, sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2018 Bonds, together with accrued interest on such Series 2018 Bonds to the earliest date of redemption permitted, then the Trustee shall transfer the amount on deposit in the Series 2018 Reserve Account into the Series 2018 Prepayment Subaccount in the Series 2018 Redemption Account to pay and redeem all of the Outstanding Series 2018 Bonds on the earliest date permitted for redemption.

Amounts on deposit in the Series 2018 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.

Flow of Funds

(a) The Indenture authorizes and directs the Trustee to establish within the Revenue Fund a Series 2018 Revenue Account into which the Trustee shall deposit any and all amounts required to be deposited therein by the 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 2018 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 2018 Revenue Account the Series 2018 Assessment Revenues, other than Prepayment Principal which shall be identified by the District to the Trustee as such in writing upon deposit and which shall be deposited into the Series 2018 Prepayment Subaccount in the Series 2018 Redemption Account, and any other revenues required by other provisions of the Indenture to be deposited therein.

(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 next preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2018 Prepayment Subaccount of the Series 2018 Redemption Account, and, shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2018 Bonds on the next succeeding Quarterly Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2018 Prepayment Subaccount in accordance with the provisions for extraordinary redemption of the Series 2018 Bonds set forth in the form of Series 2018 Bond attached to the First Supplement and in accordance with the provisions of the Indenture. The Trustee is further authorized and directed to withdraw from the Series 2018 Interest Account, the amount of interest accrued and due on the Series 2018 Bonds subject to redemption on any Quarterly Redemption Date. The Series 2018 Bonds so called for extraordinary mandatory redemption as provided in the First Supplement as a result of monies on deposit in the Series 2018 Prepayment Subaccount of the Series 2018 Redemption Account can be in amounts less than Authorized Denominations, subject to rounding to the nearest \$5,000 increment of principal.

(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) beginning on May 1, 2019, the Trustee shall first transfer from the Series 2018 Capitalized Interest Account to the Series 2018 Interest Account the lesser of (x) the amount of interest coming due on the Series 2018 Bonds on such May 1 or November 1, less the amount already on deposit therein, or (y) the amount remaining in the Series 2018 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 transfer amounts on deposit in the Series 2018 Revenue Account to the Funds and Accounts designated below in the following amounts and in the following order of priority:

FIRST, to the Series 2018 Interest Account of the Series 2018 Debt Service Account, an amount equal to the amount of interest payable on all Series 2018 Bonds then Outstanding on such May 1 or November 1, less any amount transferred from the Series 2018 Capitalized Interest Account in accordance with paragraph (d) above, and less any other amount already on deposit in the Series 2018 Interest Account not previously credited;

SECOND, and on each May 1, to the Series 2018 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2018 Bonds subject to mandatory sinking fund redemption on such May 1, and the amount already on deposit in the Series 2018 Sinking Fund Account not previously credited;

THIRD, to the Series 2018 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2018 Reserve Account Requirement with respect to the Series 2018 Bonds; and

FOURTH, the balance shall be retained in the Series 2018 Revenue Account.

(e) On any date required by the Arbitrage Certificate, the District shall give the Trustee written direction, and the Trustee shall, transfer from the Series 2018 Revenue Account to the Series 2018 Rebate Account established for the Series 2018 Bonds in the Rebate Fund in accordance with the Master Indenture, the amount due and owing to the United States, which amount shall be paid, to the United States, when due, in accordance with such Tax Regulatory Covenants.

Investments

Moneys on deposit in all of the Funds and Accounts held as security for the Series 2018 Bonds shall be invested only in Series 2018 Investment Obligations, and further, earnings on the Series 2018 Acquisition and Construction Account, the Series 2018 Interest Account, the Series 2018 Capitalized Interest Account shall be retained, as realized, in such Accounts or subaccounts and used for the purpose of such Account or subaccount. Earnings on investments in the Funds and Accounts other than the Series 2018 Reserve Account, and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2018 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2018 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 2018 Reserve Account as of the most recent date on which amounts on deposit in the Series 2018 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2018 Reserve Account since such date which have created a deficiency, then earnings on investments in the Series 2018 Reserve Account shall be deposited into the Series 2018 Capitalized Interest Account through

May 1, 2019, and thereafter shall be allocated to and deposited into the Series 2018 Revenue Account and used for the purpose of such Account; and

(ii) if as of the last date on which amounts on deposit in the Series 2018 Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 509 of the Master Indenture), or if after such date withdrawals have been made from the Series 2018 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2018 Reserve Account shall be deposited into the Series 2018 Reserve Account until the amount on deposit therein is equal to the Series 2018 Reserve Account Requirement, and then earnings on investments in the Series 2018 Reserve Account shall be deposited into the Series 2018 Capitalized Interest Account through November 1, 2019, and, thereafter shall be allocated to and deposited into the Series 2018 Revenue Account and used for the purpose of such Account.

Agreement for Assignment of Development Rights

[Contemporaneously with the issuance of the Series 2018 Bonds, the Developer and the District will enter into a Collateral Assignment and Assumption of Development and Contract Rights Relating to the Wildlight Phase 1 CIP (the "Assignment Agreement") in order to provide certain remedies with respect to the Development & Contract Rights (as defined below) in order to allow the District to complete development of the Series 2018 Assessment Area, including, without limitation, the Wildlight Phase 1 CIP. Pursuant to the Assignment Agreement, the Developer will collaterally assign or cause to be assigned to the District, to the extent assignable and to the extent that they are solely owned or controlled by the Developer or any related entity of the Developer, at the execution of the Assignment Agreement or acquired in the future, all of the Developer's development rights and contract rights relating to the Wildlight Phase 1 CIP and Series 2018 Assessment Area (the "Development & Contract Rights") as security for the Developer's payment and performance and discharge of its obligations to pay the Series 2018 Special Assessments levied against the Series 2018 Assessment Area when due. The assignment becomes effective and absolute upon failure of the Developer to pay the Series 2018 Special Assessments. Such Development & Contract Rights specifically exclude any such portion of the Development & Contract Rights which are subject to a Prior Transfer (as defined in the Assignment Agreement). Pursuant to the Indenture, the District will collaterally assign its rights under the Assignment Agreement to the Trustee for the benefit of the Owners, from time to time, of the Series 2018 Bonds.] [To be updated upon receipt of draft Assignment Agreement.]

Owner Direction and Consent with Respect to Series 2018 Acquisition and Construction Account Upon Occurrence of Event of Default

In accordance with the provisions of the Indenture, upon the occurrence of an Event of Default with respect to the Series 2018 Bonds, the Series 2018 Bonds are payable solely from the Series 2018 Trust Estate. Anything in the Indenture to the contrary notwithstanding, the District acknowledges in the First Supplement that (i) the Series 2018 Pledged Funds includes,

without limitation, all amounts on deposit in the Series 2018 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2018 Bonds, the Series 2018 Pledged Funds may not be used by the District (whether to pay costs of the Series 2018 Project or otherwise) without the 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 2018 Project and payment is for such work and (iii) the Series 2018 Pledged Funds may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District shall not enter into any binding agreement with respect to the Series 2018 Project after the occurrence of an Event of Default unless authorized in writing by the Majority Owners.

Completion Agreement

In connection with the issuance of the Series 2018 Bonds, the District and the Developer will enter into an agreement (the "Completion Agreement") pursuant to which the Developer will agree to complete those portions of the Master Infrastructure that have not previously been completed to the extent that proceeds of the Series 2018 Bonds are insufficient therefor. Remedies for a default under the Completion Agreement include damages and/or specific performance.

True-Up Agreement

In connection with the issuance of the Series 2018 Bonds, the District will enter into a True-Up Agreement with the Developer. The True-Up Agreement provides that if the District Manager determines that, as a result of any true-up calculation as required by the True-Up Agreement and Assessment Reports a true-up obligation exists as to the property owned by the Developer, then such property owner shall make payment in the amount of such true-up obligation in accordance with the terms of the True-Up Agreement and Assessment Reports.

Enforcement and Collection of Series 2018 Special Assessments

The primary source of payment for the Series 2018 Bonds are the Special Assessments imposed on certain lands in the District specially benefited by the Series 2018 Project, all in accordance with the proceedings related to the Series 2018 Special Assessments. At the time of issuance of the Series 2018 Bonds, the Developer owns a substantial portion of such lands. To the extent that the Developer or any other landowner, or any successor landowners, fail to pay such Series 2018 Special Assessments, delay payments, or are unable to pay Series 2018 Special Assessments, the successful pursuit of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2018 Bonds. The Act provides for various methods of collection of delinquent taxes by reference to other provisions of the Florida Statutes. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein for a

summary of payment and collection procedures relating to the Series 2018 Special Assessments appearing in the Florida Statutes.

Series 2018 Special Assessments levied on platted lots and pledged under the Indenture to secure the Series 2018 Bonds shall be collected pursuant to the Uniform Method and Series 2018 Special Assessments levied on unplatted lots and pledged under the Indenture to secure the Series 2018 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.

All Series 2018 Special Assessments that are collected directly by the District and not via the Uniform Method shall be due and payable by the landowner no later than thirty (30) days prior to each Interest Payment Date.

Sale of Tax Deed or Foreclosure of Series 2018 Special Assessments

If any property shall be offered for sale for the nonpayment of any Series 2018 Special Assessment and no person or persons shall purchase such property for an amount less than or equal to the full amount due on the Series 2018 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 Series 2018 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 2018 Bonds were pledged; provided that the Trustee shall have the right, acting at the direction of the Majority Owners of the Series 2018 Bonds secured by the Series 2018 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 Series 2018 Revenue Account. Not less than ten (10) days prior to the filing of any foreclosure action as provided in the Master Indenture, the District shall cause written notice thereof to be mailed to any designated agents of the Owners of the Series 2018 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 Series 2018 Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Owners of the Outstanding Series 2018 Bonds.

Additional Covenants Regarding Series 2018 Special Assessments

The District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2018 Special Assessments, including the 2018 Supplemental

Methodology Report, and to levy the Series 2018 Special Assessments and any required true-up payments set forth in the 2018 Supplemental Methodology Report as well as in the True-Up Agreement, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2018 Bonds, when due.

Limitation on Parity Bonds

The District covenants in the Indenture not to issue any other Bonds or other debt obligations secured by the Series 2018 Special Assessments. Such covenant shall not prohibit the District from issuing refunding bonds. In addition, the District covenants not to issue any other Bonds or other debt obligations secured by Assessments on assessable lands within the District which are also secured by the Series 2018 Special Assessments for any capital project unless the Series 2018 Special Assessments have been Substantially Absorbed. The District shall present the Trustee with a certification that the Series 2018 Special Assessments are Substantially Absorbed and the Trustee may rely conclusively on such certification and shall have no duty to verify if the Series 2018 Special Assessments are Substantially Absorbed. Notwithstanding the foregoing, the District may impose Benefit Special Assessments and issue Bonds secured by such Benefit Special Assessments on property subject to the Series 2018 Special Assessments for the purpose of providing funding for renewal and replacement costs and for health, safety and welfare reasons, or to remediate a natural disaster, without the consent of the Majority Owners. "Substantially Absorbed" means the date on which a principal amount of the Series 2018 Special Assessments equaling at least ninety percent (90%) of the then Outstanding principal amount of the Series 2018 Bonds are levied on tax parcels within the District with respect to which a certificate of occupancy has been issued for a structure thereon and are occupied by end users.

Events of Default

Each of the following events is an Event of Default with respect to the Series 2018 Bonds:

- (a) Any payment of Debt Service on the Series 2018 Bonds is not made when due;
- (b) The District shall for any reason be rendered incapable of fulfilling its obligations under the Indenture;
- (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 Series 2018 Project;
- (d) The District is adjudged insolvent by a court of competent jurisdiction, or is adjudged a 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) The Trustee is authorized to withdraw funds from the Series 2018 Reserve Account in an amount greater than twenty-five percent (25%) of the Series 2018 Reserve Account Requirement to pay debt service on the Series 2018 Bonds (regardless of whether the Trustee does or does not, per the direction of the Majority Owners, actually withdraw such funds from the Series 2018 Reserve Account to pay debt service on the Series 2018 Bonds) and any such amount withdrawn is not replenished within ninety (90) days of the date of such withdrawal;

(h) Material breach by the District of any material covenant made by it in the Indenture, whether or not notice of such breach has been given;

(i) More than twenty percent (20%) of the operation and maintenance assessments levied by the District on tax parcels subject to Series 2018 Special Assessments are not paid by the date such are due and payable; and

(j) The District shall default in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in the Series 2018 Bonds or in the Indenture on the part of the District to be performed (other than a default in the payment of Debt Service on the Series 2018 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 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 per centum (10%) in aggregate principal amount of the Series 2018 Bonds then Outstanding.

Acceleration of Maturities of Bonds of a Series Under Certain Circumstances

Upon the happening and continuance of any Event of Default with respect to the Series 2018 Bonds, the Trustee shall, upon written direction of the Majority Owners of the Series 2018 Bonds then Outstanding, by a notice in writing to the District, declare the aggregate principal amount of all of the Series 2018 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 Series 2018 Bonds or in the Indenture to the contrary notwithstanding; provided, however, that no such declaration of acceleration

shall occur in the case of Series 2018 Bonds secured by Series 2018 Special Assessments, except to the extent that the Series 2018 Special 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 Series 2018 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 Indenture, moneys shall have accumulated in the related Series 2018 Revenue Account sufficient to pay the principal of all matured Series 2018 Bonds and all arrears of interest, if any, upon all Series 2018 Bonds then Outstanding (except the aggregate principal amount of any Series 2018 Bonds then Outstanding that is only due because of a declaration under this section, and except for the interest accrued on the Series 2018 Bonds since the last Interest Payment Date), and all amounts then payable by the District under the Indenture 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 Series 2018 Bonds then Outstanding that is due only because of a declaration under this section) shall have been remedied, then the Trustee or, if the Trustee is unable or unwilling to act, the Majority Owners of such Series 2018 Bonds then Outstanding not then due except by virtue of a declaration under this section, 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.

Enforcement of Remedies

Upon the happening and continuance of any Event of Default specified above, the Trustee or, if the Trustee may protect and enforce the rights of the Owners of the Series 2018 Bonds under Florida law, and under the Indenture and the Series 2018 Bonds, by such proceedings in equity or at law, either for the specific performance of any covenant or agreement contained in the Indenture or in aid or execution of any power in the 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 Series 2018 Bonds Outstanding shall, subject to the requirements of the Master Indenture with respect to indemnification of the Trustee, 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 under the Indenture, provided that such directions shall not be in conflict with any rule of law or the 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 the Series 2018 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 paragraph.

No Owner of the Series 2018 Bonds shall have any right to pursue any other remedy under the Master Indenture or the Series 2018 Bonds unless: (1) an Event of Default shall have occurred and is continuing; (2) the Majority Owners of such Series 2018 Bonds Outstanding have requested the Trustee, in writing, to exercise the powers granted in the second paragraph above or to pursue such remedy in its or their name or names; (3) the Trustee has been offered indemnity satisfactory to it against costs, expenses and liabilities reasonably anticipated to be incurred; (4) 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 (5) no direction inconsistent with such request has been given to the Trustee during such 60-day period by the Majority Owners of the Series 2018 Bonds Outstanding. The provisions of the immediately preceding sentence are conditions precedent to the exercise by any Owner of the Series 2018 Bonds of any remedy under the Indenture. The exercise of such rights is further subject to certain provisions of the Master Indenture. No one or more Owner of the Series 2018 Bonds shall have any right in any manner whatever to enforce any right under the Master Indenture, except in the manner therein provided.

The District covenants and agrees in the Indenture 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 Maintenance Special Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, including Delinquent Direct Maintenance Special 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 Series 2018 Bonds. Unless otherwise directed by the Majority Owners of the Series 2018 Bonds, and allowed pursuant to Federal or State law, the District acknowledges and agrees in the Indenture that (i) upon failure of any property owner to pay an installment of Series 2018 Special Assessments collected directly by the District when due, that the entire Series 2018 Special 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 (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

Provisions Relating to Bankruptcy or Insolvency of Landowner

(a) The provisions of this section shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to at least five percent (5%) of the Series 2018 Special Assessments pledged to the Series 2018 Bonds Outstanding (“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 Series 2018 Bonds were issued by the District, the Owners of the Series 2018 Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

(i) the District agrees in the Indenture that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2018 Bonds Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2018 Special Assessments relating to the Series 2018 Bonds or any rights of the Trustee under the Indenture (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2018 Bonds, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following request for consent);

(ii) the District agrees in the Indenture 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 2018 Special Assessments, the Series 2018 Bonds 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 agrees in the Indenture that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2018 Bonds, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following 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 Series 2018 Special Assessments relating to the Series 2018 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 2018 Special Assessments relating to the Series 2018 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

(v) the District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the District's claim and rights with respect to the Series 2018 Special Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Series 2018 Special Assessments pledged to the Series 2018 Bonds, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

(c) Notwithstanding the provisions of the immediately preceding paragraphs, nothing in this Section shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Maintenance Special Assessments, and the District shall be free to pursue such a claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for Maintenance Special 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 Series 2018 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 paragraph (b)(iv) above.

Re-Assessment

If any Series 2018 Special Assessments 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 2018 Special Assessments is so irregular or defective that it cannot be enforced or collected, or if the District shall have omitted to make such Series 2018 Special Assessments when it might have done so, the District shall either: (i) take all necessary steps to cause a new Series 2018 Special Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement; or (ii) in its sole discretion, make up the amount of such Series 2018 Special Assessment from legally available moneys, which moneys shall be deposited into the Series 2018 Revenue Account. In case any such subsequent Series 2018 Special Assessment shall also be annulled, the District shall obtain and make other Assessments until a valid Series 2018 Special Assessment shall be made.

SERIES 2018 SPECIAL ASSESSMENTS

General

The primary source of payment for the Series 2018 Bonds is the Series 2018 Special Assessments imposed on each parcel of benefited land within the District pursuant to the proceedings related to the Series 2018 Special Assessments. To the extent that landowners fail to pay such Series 2018 Special Assessments, delay payments, or are unable to pay the same, the prompt and successful pursuance of collection procedures available to the District will be essential to continued payment of principal and of interest of the Series 2018 Bonds. The Act provides for various methods of enforcing the collection of Delinquent Assessments by reference to other provisions of the Florida Statutes. See, "ENFORCEMENT OF ASSESSMENT COLLECTIONS" for a description of certain statutory provisions of assessment payment and collection procedures appearing in the Florida Statutes, but is qualified in its entirety by reference to such statutes.

THERE CAN BE NO ASSURANCE THAT ANY SALE OF LAND SUBJECT TO DELINQUENT ASSESSMENTS WILL PRODUCE PROCEEDS SUFFICIENT TO PAY THE FULL AMOUNT OF SUCH DELINQUENT ASSESSMENTS PLUS OTHER DELINQUENT TAXES AND ASSESSMENTS APPLICABLE THERETO.

Chapter 170, Florida Statutes, provides that special assessments, such as the Series 2018 Special Assessments, constitute a lien on the real property in the District co-equal with all State, County, school district and municipal taxes, superior in dignity to all other liens, titles and claims on such real property. ALTHOUGH THE LIEN AND THE PROCEEDS OF THE SERIES 2018 SPECIAL ASSESSMENTS WILL SECURE THE SERIES 2018 BONDS, AND SAID LIEN AND PROCEEDS OF THE SERIES 2018 SPECIAL ASSESSMENTS ARE PLEDGED EXCLUSIVELY TO THE SERIES 2018 BONDS, THE LIEN OF THE SERIES 2018 SPECIAL ASSESSMENTS MAY BE ON THE SAME PROPERTY AS, AND THEREFOR OVERLAP AND BE CO-EQUAL WITH, THE LIENS IN FAVOR OF OTHER ASSESSMENTS WHICH HAVE BEEN OR MAY BE IMPOSED BY THE DISTRICT, THE COUNTY, THE STATE, OR OTHER UNITS OF LOCAL GOVERNMENT HAVING ASSESSMENT POWERS WITHIN THE DISTRICT.

Structure and Prepayment of Series 2018 Special Assessments

The Series 2018 Special Assessments are payable in substantially equal annual installments of principal and interest over an approximately 30-year period with respect to the Series 2018 Bonds. According to the Series 2018 Assessment proceedings, a property owner may prepay the Series 2018 Special Assessments, in whole, at any time or any portion of the remaining balance of the Assessments if there is also paid in addition to the remaining principal balance of the Assessment an amount equal to the interest that would otherwise be due on such balance on the next succeeding Interest Payment Date for the Series 2018 Bonds, or, if prepaid

during the forty-five (45) day period preceding the Interest Payment Date, to the next succeeding Interest Payment Date.

The Series 2018 Bonds are subject to extraordinary mandatory redemption as indicated under “DESCRIPTION OF THE SERIES 2018 BONDS - Redemption Provisions for Series 2018 Bonds,” from such Prepayments at the redemption price of par plus accrued interest to the date of such redemption. The prepayment of installments of Series 2018 Special Assessments does not entitle the owner of the property to a discount for early payment.

Assessment Methodology

See “ASSESSMENT METHODOLOGY” herein.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The imposition, levy, and collection of Series 2018 Assessments (“Special Assessments”) must be done in compliance with the provisions of Florida law. Failure by the District, the County Tax Collector (“Tax Collector”) or the County Property Appraiser (“Property Appraiser”) to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Special Assessments during any year. Such delays in the collection of Special Assessments, or complete inability to collect any Series of the Special Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2018 Bonds. See “BONDOWNERS’ RISKS” herein. To the extent that landowners fail to pay the Special Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2018 Bonds.

For the Special Assessments to be valid, the Special Assessments must meet two requirements: (1) the benefit from the Series 2018 Project to the lands subject to the Special Assessments must exceed or equal the amount of the Special Assessments, and (2) the Special Assessments must be fairly and reasonably allocated across all such benefitted properties. The Certificate of the Assessment Consultant to be delivered at closing will certify that these requirements have been met with respect to the Special Assessments. In the event that the Special Assessments are levied based on the assumptions that future contributions will be made, or that future assessments may be levied to secure future bond issuances, the Special Assessments may need to be reallocated in the event such contributions are not made and/or future assessments and bonds are not levied and issued.

Pursuant to the Act, and the Series 2018 Assessment Proceedings, the District may collect the Special Assessments through a variety of methods. See “BONDOWNERS’ RISKS” herein. Initially, and for undeveloped properties owned by the Developer and subsequent landowners, the District will directly issue annual bills to landowners requiring payment of the

Special Assessments, and will enforce that bill through foreclosure proceedings. See “ASSESSMENT METHODOLOGY” herein and “APPENDIX B: hereto. As lands are developed, the Special 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 Special Assessments. In this context, Section 170.10 Florida Statutes provides that upon the failure of any property owner to timely pay all or any part of its annual installment of principal and/or interest of a special assessment due, including the Special 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 Special Assessments and the ability to foreclose the lien of such Special Assessments upon the failure to pay such Special 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 Special Assessments. See “BONDOWNERS’ RISKS” herein.

Uniform Method Procedure

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

If the Uniform Method of collection is used, the Special Assessments will be collected together with 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 Special 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 Special 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 Special Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the Special Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2018 Bonds.

Under the Uniform Method, if the Special Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the 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 2018 Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Special Assessments, (2) that future landowners and taxpayers in the District will pay such Special Assessments, (3) that 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) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the Special Assessments and all other liens that are coequal therewith.

Collection of delinquent Special Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of “tax certificates” and remittance of the proceeds of such sale to the District for payment of the Special 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 Special 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 Special 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 Special Assessments, which are the primary source of payment of the Series 2018 Bonds.

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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ESTIMATED SOURCES AND USES OF BOND PROCEEDS

Sources:

| | |
|---------------------------------|------------------|
| Par Amount of Series 2018 Bonds | \$ |
| Total Sources | <u>\$</u> |

Uses:

| | |
|---|------------------|
| Deposit to Series 2018 Acquisition and Construction Account | \$ |
| Deposit to Series 2018 Costs of Issuance Account | |
| Deposit to Series 2018 Reserve Account | |
| Deposit to Series 2018 Capitalized Interest Account | |
| Underwriter's Discount | |
| Total Uses | <u>\$</u> |

[Remainder of page intentionally left blank]

DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled debt service on the Series 2018 Bonds:

| <u>Period Ending November 1</u> | <u>Series 2018 Principal</u> | <u>Series 2018 Interest</u> | <u>Total Debt Service</u> |
|---|----------------------------------|---------------------------------|-------------------------------|
|---|----------------------------------|---------------------------------|-------------------------------|

Total

[Remainder of page intentionally left blank]

BONDOWNERS' RISKS

There are certain risks inherent in an investment in bonds secured by special assessments issued by a public authority or governmental body in the State. Certain of such risks are associated with the Series 2018 Bonds offered hereby and are set forth below. This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2018 Bonds and prospective purchasers are advised to read this Limited Offering Memorandum, including all appendices hereto, in its entirety to identify investment considerations relating to the Series 2018 Bonds. Prospective investors in the Series 2018 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 2018 Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment.

Limited Pledge

The principal security for the payment of the principal of and interest on the Series 2018 Bonds is the timely collection of the Series 2018 Special Assessments. Recourse for the failure of any landowner to pay the Series 2018 Special Assessments, or otherwise fail to comply with its obligations, is limited to the collection proceedings against the land, which proceedings differ depending on whether the Series 2018 Special Assessments are being collected pursuant to the Uniform Method or directly by the District. The Series 2018 Special Assessments do not constitute a personal indebtedness of the landowners, but are secured only by a lien on the land in the Series 2018 Assessment Area. The District has not granted, and may not grant under Florida law, a mortgage or security interest on any land subject to the Series 2018 Special Assessments. Furthermore, the District has not pledged the revenues, if any, from the operation of any portion of the Series 2018 Project or the Wildlight Phase 1 CIP as security for, or a source of payment of, the Series 2018 Bonds. The Developer is not a guarantor of payment of any Series 2018 Special Assessments and the recourse for the Developer's failure to pay the Series 2018 Special Assessments on any land owned by the Developer in the Series 2018 Assessment Area, like any landowner, is limited to the collection proceedings against such land. Several mortgage lenders have in the past, raised legal challenges to the primacy of liens similar to those of the Series 2018 Special Assessments in relation to the liens of mortgages burdening the same real property. There can be no assurance that mortgage lenders will not challenge the priority of the lien status of the Series 2018 Special Assessments in the event that actions are taken to foreclose on any property in the Series 2018 Assessment Area.

Bankruptcy and Related Risks

The various legal opinions to be delivered concurrently with the delivery of the Series 2018 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. Under existing constitutional and statutory law and judicial decisions, in

the event of the institution of bankruptcy or similar proceedings with respect to any landowner including the Developer, if applicable, the remedies specified by federal, state and local law and in the Indenture and the Series 2018 Bonds, including, without limitation, enforcement of the obligation to pay the Series 2018 Special Assessments may not be readily available or may be limited. Bankruptcy can also affect the ability of (1) the landowner being able to pay the Series 2018 Special Assessments; (2) the Tax Collector being able to sell tax certificates related to land owned by a landowner in bankruptcy, to the extent the Uniform Method is being utilized for collecting the Series 2018 Special Assessments, and (3) the inability of the District to foreclose the lien of the Series 2018 Special Assessments not being collected by the Uniform Method. Any such adverse effect, either partially or fully, on the ability to enforce such remedies could have a material adverse effect on the District's ability to make the full or punctual payment of Debt Service on the Series 2018 Bonds.

Delay and Discretion Regarding Remedies

The remedies available to the owners of the Series 2018 Bonds are in many respects dependent upon judicial actions which are often subject to discretion and delay. In addition to legal delays that could result from bankruptcy, the ability of the District to enforce collection of Delinquent Assessments will be dependent upon various factors, including the delay inherent in any judicial proceeding and the value of the land which is the subject of such proceedings and which may be subject to sale. In addition, if the District commences a foreclosure action against a landowner for nonpayment of Series 2018 Special Assessments, such landowner might raise affirmative defenses to such foreclosure action, which affirmative defenses could result in delays in completing the foreclosure action.

Limitation on Funds Available to Exercise Remedies

In the event of a default by a landowner in payment of Series 2018 Special Assessments, if the Series 2018 Special Assessments are not collected under the Uniform Method, the District is required under the Indenture to fund the costs of foreclosure. It is possible that the District will not have sufficient funds therefor and will be compelled to request the owners of the Series 2018 Bonds to allow funds on deposit under the Indenture to be used to pay such costs. Under the Internal Revenue Code of 1986, as amended (the "Code"), there are limitations on the amount of Series 2018 Bond proceeds that can be used for such purposes. As a result, there may be insufficient funds for the exercise of remedies.

Determination of Land Value upon Default

To the extent that any portion of the Series 2018 Special Assessments are being collected by the Uniform Method, the ability of the Tax Collector to sell tax certificates, and to the extent that any portion of the Series 2018 Special Assessments are not being collected by the Uniform Method, the ability of the District to sell land upon foreclosure, both 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 determination of the benefits to be received by the benefitted land within the District as a result of implementation and development of the Wildlight Phase 1 CIP 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. In other words, the value of the land could potentially be ultimately less than the debt secured by the Series 2018 Special Assessments associated with it. To the extent that the realizable or market value of the land is lower than the assessment of benefits, the ability of the Tax Collector to sell tax certificates relating to such land, or the District to sell such land upon foreclosure, may be adversely affected. Such adverse affect could render the District unable to collect delinquent Series 2018 Special Assessments, if any, and could negatively impact the ability of the District to make the full or punctual payment of Debt Service on the Series 2018 Bonds.

Landowner Challenge of Assessed Valuation

Florida law provides a procedure whereby a taxpayer may contest a “tax assessment.” It is unclear whether this procedure applies to non-ad valorem assessments such as the Series 2018 Special Assessments and there are judicial decisions that support both views. Under the procedure, a taxpayer may bring suit to contest a “tax assessment” if the taxpayer pays the amount of “tax” that the taxpayer admits to owing. Upon the making of such payment, all procedures for the collection of the unpaid taxes are suspended until the suit is resolved. If it is determined that the procedure applies to non-ad valorem assessments such as the Series 2018 Special Assessments, it is possible that such a challenge could result in collection procedures for delinquent Series 2018 Special Assessments being held in abeyance until the challenge is resolved. This would result in a delay in the collection of the Series 2018 Special Assessments which could have a material adverse affect upon the ability of the District to timely make full or punctual payment of Debt Service on the Series 2018 Bonds. If the Series 2018 Special Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold while the challenge is pending with respect to the Series 2018 Special Assessments even if the landowner is not contesting the amount of such special assessments.

Failure to Comply with Series 2018 Assessment Proceedings

The District is required to comply with statutory procedures in levying the Series 2018 Special Assessments. Failure of the District to follow these procedures could result in the Series 2018 Special Assessments not being levied or potential future challenges to such levy.

Other Taxes

The willingness and/or ability of a landowner within the Series 2018 Assessment Area to pay the Series 2018 Special Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the District, such as a county, a school board, a municipality and other special districts, could, without the consent of the owners of the land within the Series 2018 Assessment Area, impose

additional taxes or assessments on the property within the Series 2018 Assessment Area. County, municipal, school and special district taxes and assessments, including the Series 2018 Special Assessments, and any additional voter-approved ad valorem taxes, are payable at the same time when collected under the Uniform Method. If a taxpayer does not make complete payment, such taxpayer cannot designate specific line items on the tax bill as deemed paid in full. In such case, the Tax Collector does not accept partial payment. Therefore, any failure by a landowner to pay any one line item, whether or not it is the Series 2018 Special Assessments, would result in such landowner's Series 2018 Special Assessments to not be collected, which could have a significant adverse impact on the District's ability to make full or punctual payment of Debt Service on the Series 2018 Bonds.

The District may impose additional assessments which could encumber the property burdened by the Series 2018 Special Assessments. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Series 2018 Special Assessments. In addition, lands within the District may also be subject to assessments by property and home owner associations.

Inadequacy of Series 2018 Reserve

Some of the risk factors described herein, which, if materialized, could result in a delay in the collection of the Series 2018 Special Assessments or a failure to collect the Series 2018 Special Assessments, but may not affect the timely payment of Debt Service on the Series 2018 Bonds because of the Series 2018 Reserve Account established by the District for the Series 2018 Bonds. However, the ability of the District to fund deficiencies caused by delinquent or delayed Series 2018 Special Assessments is dependent upon the amount, duration and frequency of such deficiencies or delays. If the District has difficulty in collecting the Series 2018 Special Assessments, the Series 2018 Reserve Account could be rapidly depleted and the ability of the District to pay Debt Service could be materially adversely affected. Owners should note that although the Indenture contains the Series 2018 Reserve Account Requirement for the Series 2018 Reserve Account, and a corresponding obligation on the part of the District to replenish the Series 2018 Reserve Account to the respective Series 2018 Reserve Account Requirement, the District does not have a designated revenue source for replenishing the Series 2018 Reserve Account. Moreover, the District will not be permitted to re-assess real property then burdened by the Series 2018 Special Assessments in order to provide for the replenishment of the Series 2018 Reserve Account.

Moneys on deposit in the Series 2018 Reserve Account may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys available in the Series 2018 Reserve Account to make up deficiencies or delays in collection of Series 2018 Special Assessments.

Economic Conditions

The proposed Development may be affected by changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the landowners or the District. Although the Developer expects to develop the lands in the Development and sell such developed lands to home builders or other developers, there can be no assurance that such sales will occur or be realized in the manner currently anticipated.

Concentration of Land Ownership

Until further development and home closings take place in the Series 2018 Assessment Area, payment of the majority of the Series 2018 Special Assessments is dependent upon their timely payment by the Developer. At closing of the sale of the Series 2018 Bonds it is expected that a substantial portion of the Series 2018 Assessment Area will continue to be owned either directly or indirectly by the Developer. In the event of the institution of bankruptcy or similar proceedings with respect to the Developer or any other subsequent significant owner of property within the Series 2018 Assessment Area, delays could most likely occur in the payment of Debt Service on the Series 2018 Bonds. Such bankruptcy could negatively impact the ability of: (i) the Developer or other landowner being able to pay the Series 2018 Special Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the Series 2018 Special Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of any Series 2018 Special Assessments not being collected pursuant to the Uniform Method. The Uniform Method will not be used (a) with respect to Series 2018 Special Assessments levied on assessable lands in the Series 2018 Assessment Area which are unplatted unless, in an Event of Default, a majority of the owners of the Series 2018 Bonds Outstanding directs the District to use the Uniform Method, (b) where the timing for using the Uniform Method will not yet allow for using such method, or (c) if the District determines that it is not in its best interest to do so.

Undeveloped Land

Certain of the planned residential units in the Series 2018 Assessment Area and encumbered by the Series 2018 Special Assessments are undeveloped and vacant. Additionally, certain of the remaining lands in the Development are also undeveloped and vacant. The ultimate successful development of the remaining vacant lots depends on several factors discussed herein. There is no assurance that the developers/builders and other landowners will be successful in developing part or all of the vacant lots. While additional infrastructure is necessary to develop the remaining vacant property, none of the landowners are obligated to complete such improvements other than the obligation of the Developer pursuant to the Completion Agreement.

Change in Development Plans

The Developer has the right to modify or change plans for development of property within the Series 2018 Assessment Area and Development, from time to time, including,

without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed, and may seek in the future, in accordance with, and subject to the provisions of the Act, to contract or expand the boundaries of the District.

Bulk Sale of Land in the Series 2018 Assessment Area

The Developer and related landowner entities may make bulk sales of all or a portion of the Development at any time. Bulk sale agreements, including those described herein, may be canceled or amended, without the consent of the District or any other party. Such changes could affect the purchase price of, delivery timing and/or development of lots within the District that is otherwise described herein.

Completion of Wildlight Phase 1 CIP

The Series 2018 Bond proceeds will not be sufficient to finance the completion of the Wildlight Phase 1 CIP. The portions of the Wildlight Phase 1 CIP not funded with proceeds of the Series 2018 Bonds have been, and are expected to continue to be, funded with contributions from the Developer. There is no assurance that the Developer will be able to pay for the cost of any of these improvements. Upon issuance of the Series 2018 Bonds, the Developer will enter into the Completion Agreement with respect to any portions of the Master Infrastructure portion of the Wildlight Phase 1 CIP not funded with the proceeds of the Series 2018 Bonds. See “SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2018 BONDS – Completion Agreement” herein.

Upon issuance of the Series 2018 Bonds, the Developer will also execute and deliver to the District a collateral assignment and assumption of development rights, pursuant to which the Developer will collaterally assign to the District, to the extent assignable and to the extent that they are solely owned or controlled by the Developer, all of its development rights relating to the Wildlight Phase 1 CIP as security for Developer’s payment and performance and discharge of its obligation to pay the Series 2018 Special Assessments. However, there can be no assurance that the District will have sufficient moneys on hand to complete the Wildlight Phase 1 CIP or that the District will be able to raise through the issuance of bonds, or otherwise, the moneys necessary to complete the Wildlight Phase 1 CIP. Pursuant to the Indenture, the District will covenant not to issue any other Bonds or other debt obligations secured by Assessments levied against the Series 2018 Assessment Area within the District to finance any capital project until the Series 2018 Special Assessments are Substantially Absorbed have been paid. Such covenant shall not prohibit the District from issuing refunding bonds or other Bonds secured by other special assessments to finance any other capital project that is necessary, as determined by the District, for health, safety, or welfare reasons or to remediate any natural disaster, catastrophic damage or failure with respect to the Wildlight Phase 1 CIP. Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the owners of the Series 2018 Bonds should it be necessary to institute proceedings due to the nonpayment of the Series 2018 Special Assessments. Failure to complete

or substantial delays in the completion of the Wildlight Phase 1 CIP due to litigation or other causes may reduce the value of the lands in the District and increase the length of time during which Series 2018 Special Assessments will be payable from undeveloped property and may affect the willingness and ability of the landowners to pay the Series 2018 Special Assessments when due and likewise the ability of the District to make full or punctual payment of Debt Service on the Series 2018 Bonds.

Regulatory and Environmental Risks

The Development 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.

The value of the land within the Development, the ability to complete the Wildlight Phase 1 CIP, or to develop the Development and the likelihood of timely payment of Debt Service on the Series 2018 Bonds could be affected by environmental factors with respect to the lands in the District, such as contamination by hazardous materials. 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 the District lands. 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.

District May Not be Able to Obtain Permits

In connection with a foreclosure of the lien of special assessments prior to completion of a development, the Circuit Court in and for Lake County, Florida concluded that a community development district had no right, title or interest in any permits and approvals owned by the owner of the parcels so foreclosed. As discussed above, the District and the Developer will enter into the Assignment Agreement upon issuance of the Series 2018 Bonds in which the Developer collaterally assigns to the District all of Developer's development rights and contract rights relating to the Wildlight Phase 1 CIP. Notwithstanding the foregoing, in the event that the District forecloses on the property subject to the lien of the Series 2018 Special Assessments, to enforce payment thereof, the District may not have the right, title or interest in the permits and approvals owned by the landowner and failure to obtain any such permits or approvals in a timely manner could delay or adversely affect the completion of the development of the Wildlight Phase 1 CIP.

Damage to District from Natural Disasters

The value of the lands subject to the Series 2018 Special Assessments could be adversely affected 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 the development and construction of the Wildlight Phase 1 CIP. The occurrence of any such events could materially adversely affect the District's ability to collect Series 2018 Special Assessments and pay Debt Service on the Series 2018 Bonds. The Series 2018 Bonds are not insured and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

Limited Secondary Market

The Series 2018 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2018 Bonds in the event an owner thereof determines to solicit purchasers of the Series 2018 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2018 Bonds may be sold. Such price may be lower than that paid by the current owner of the Series 2018 Bonds, depending on the progress of the Development, existing market conditions and other factors.

Interest Rate Risk; No Rate Adjustment for Taxability

The interest rate borne by the Series 2018 Bonds is, in general, higher than interest rates borne by other bonds of political subdivisions that do not involve the same degree of risk as investment in the Series 2018 Bonds. These higher interest rates are intended to compensate investors in the Series 2018 Bonds for the risk inherent in the purchase of the Series 2018 Bonds. However, such higher interest rates, in and of themselves, increase the amount of Series 2018 Special Assessments that the District must levy in order to provide for payment of Debt Service on the Series 2018 Bonds, and, in turn, may increase the burden of landowners within the Series 2018 Assessment Area, thereby possibly increasing the likelihood of non-payment or delinquency in payment of such Series 2018 Special Assessments.

The Indenture does not contain an adjustment of the interest rate on the Series 2018 Bonds in the event of a determination of taxability of the interest thereon. Such a change could occur as a result of the District's failure to comply with tax covenants contained in the Indenture or the tax certificate signed by the District upon issuance of the Series 2018 Bonds or due to a change in the United States income tax laws. Should interest on the Series 2018 Bonds become includable in gross income for federal income tax purposes, owners of the Series 2018 Bonds will be required to pay income taxes on the interest received on such Series 2018 Bonds and related penalties. Because the interest rate on such Series 2018 Bonds will not be adequate to compensate owners of the Series 2018 Bonds for the income taxes due on such interest, the value of the Series 2018 Bonds may decline. Prospective purchasers of the Series 2018 Bonds should evaluate whether they can own the Series 2018 Bonds in the event that the interest on the Series

2018 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.

IRS Audit and Examination Risk

The Internal Revenue Service (the “IRS”) routinely examines bonds issued by state and local governments, including bonds issued by community development districts. There is no assurance that an audit by the IRS of the Series 2018 Bonds will not be commenced. Owners of the Series 2018 Bonds are advised that, if the IRS does audit the Series 2018 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 2018 Bonds may have limited rights to participate in such procedure.* The commencement of such an audit could adversely affect the market value and liquidity of the Series 2018 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 2018 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. An adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2018 Bonds may adversely impact any secondary market for the Series 2018 Bonds, and, if a secondary market exists, will likely adversely impact the price for which the Series 2018 Bonds may be sold.

It has been reported that the IRS has recently closed audits of other community development districts in Florida with no change to such districts’ bonds’ tax exempt status, but has advised such districts that such districts must have public electors within five years of the issuance of tax-exempt bonds or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the later of six years from the date of establishment of the community development district or the time at which there are at least 250 qualified electors in the district. The District was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. Currently, all of the members of the Board of the District are qualified electors elected or appointed by qualified electors. There can be no assurance that an audit by the IRS of the Series 2018 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.

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 2018 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series

* Owners of the Series 2018 Bonds are advised to consult with their own tax advisors regarding their rights (if any) with respect to such audit.

2018 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 2018 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse affect upon, the Series 2018 Bonds. In addition, the IRS may, in the future, issue rulings that have the effect of changing the interpretation of existing tax laws. For example, in connection with federal deficit reduction, job creation and tax law reform efforts, proposals have been made and others are likely to be made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Series 2018 Bonds. There can be no assurance that any such legislation or proposal will be enacted, and if enacted, what form it may take. The introduction or enactment of any such legislative proposals may affect, perhaps significantly, the market price for, or marketability of the Series 2018 Bonds.

Florida Village Center CDD TAM

The IRS recently concluded its lengthy examination of certain issues of bonds (for purposes of this paragraph, 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 agency 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.

Legislative Proposals and 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 of the State of Florida, and, if adopted, the form thereof. It is impossible to predict with certainty the impact that any pending or future legislation will or may have on the security for the Series 2018 Bonds.

Loss of Exemption from Securities Registration

Since the Series 2018 Bonds have not been, and will not be, registered under the Securities Act, or any state securities laws, because of the exemption for political subdivisions regardless of any potential IRS determination that the District is not a political subdivision for purposes of the Code, it is possible that federal or state regulatory authorities could independently determine that the District is not a political subdivision for purposes of federal and state securities laws. Accordingly, the District and purchasers of the Series 2018 Bonds may not be able to rely on the exemption from registration relating to securities issued by political subdivisions. In that event, the owners of the Series 2018 Bonds would need to ensure that subsequent transfers of the Series 2018 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act.

Performance of District Professionals

The District has represented to the Underwriter that it has selected its District Manager, District Counsel, Consulting Engineer, Assessment Consultant, Trustee and other professionals with the appropriate due diligence and care. While the foregoing professionals have each represented that they have the requisite experience to accurately and timely perform the duties assigned to them in such roles, the District does not guarantee the performance of such professionals.

Mortgage Default and FDIC

In the event a bank forecloses on a property in the Series 2018 Assessment Area because of a default on a mortgage with respect thereto 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 2018 Special Assessments. In addition, the District would be required to obtain the consent of the FDIC prior to commencing a foreclosure action on such property for failure to pay Series 2018 Special Assessments.

The risks described under this “BONDOWNERS’ RISKS” section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2018 Bonds and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety, to visit the District and to ask questions of representatives of the District to obtain a more complete description of investment considerations relating to the Series 2018 Bonds.

TAX MATTERS

General

The Internal Revenue Code of 1986, as amended (the “Code”), includes requirements which the District must continue to meet after the issuance of the Series 2018 Bonds in order that the interest on the Series 2018 Bonds be and remain excludable from gross income for federal income tax purposes. The District’s failure to meet these requirements may cause the interest on the Series 2018 Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2018 Bonds. The District has covenanted in the Resolution to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2018 Bonds.

In the opinion of Bond Counsel, assuming the accuracy of certain representations and certifications of the District and continuing compliance by the District with the tax covenants referred to above, under existing statutes, regulations, rulings and court decisions, the interest on the Series 2018 Bonds is excludable from gross income of the holders thereof for federal income tax purposes. Interest on the Series 2018 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. Federal legislation enacted in 2017 eliminates alternative minimum tax for corporations for taxable years beginning after December 31, 2017. For taxable years beginning before January 1, 2018, corporations should consult their tax advisor regarding alternative minimum tax implications of owning the Series 2018 Bonds. Bond Counsel is further of the opinion that the Series 2018 Bonds and the income thereon are not subject to taxation under the laws of the State, except as to estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in said Chapter 220. Bond Counsel will express no opinion as to any other tax consequences regarding the Series 2018 Bonds. Prospective purchasers of the Series 2018 Bonds should consult their own tax advisors as to the status of interest on the Series 2018 Bonds under the tax laws of any state other than the State.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the receipt or accrual of the interest on the Series 2018 Bonds, or the ownership or disposition of the Series 2018 Bonds. Prospective purchasers of Series 2018 Bonds should be aware that the ownership of Series 2018 Bonds may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the Series 2018 Bonds, (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by the applicable statutory percentage of certain items, including the interest on the Series 2018 Bonds,

(iii) the inclusion of the interest on the Series 2018 Bonds in the earnings of certain foreign corporations doing business in the United States for purposes of a branch profits tax, (iv) the inclusion of the interest on the Series 2018 Bonds in the passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year and (v) the inclusion of interest on the Series 2018 Bonds in the determination of the taxability of certain Social Security and Railroad Retirement benefits to certain recipients of such benefits. The nature and extent of the other tax consequences described above will depend on the particular tax status and situation of each owner of the Series 2018 Bonds. Prospective purchasers of the Series 2018 Bonds should consult their own tax advisors as to the impact of these other tax consequences.

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

Original Issue Discount

Certain of the Series 2018 Bonds ("Discount Bonds") may be offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Bond determined under Code Section 1273 or 1274 (i.e., for obligations issued for money in a public offering, the initial offering price to the public (other than to bond houses and brokers) at which a substantial amount of the obligation of the same maturity is sold pursuant to that offering). For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Bond (i) is interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Bonds, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Bond.

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

Changes in Federal and State Tax Law

Interest paid on tax-exempt bonds such as the Series 2018 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2018 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2018 Bonds, under certain circumstances, to “backup withholding” at the rates set forth in the Code, with respect to payments on the Series 2018 Bonds and proceeds from the sale of Series 2018 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2018 Bonds. This withholding generally applies if the owner of Series 2018 Bonds (i) fails to furnish the payor such owner’s social security number or other taxpayer identification number (“TIN”), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other “reportable payments” as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner’s securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2018 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2018 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2018 Bonds, under certain circumstances, to “backup withholding” at the rates set forth in the Code, with respect to payments on the Series 2018 Bonds and proceeds from the sale of Series 2018 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2018 Bonds. This withholding generally applies if the owner of Series 2018 Bonds (i) fails to furnish the payor such owner’s social security number or other taxpayer identification number (“TIN”), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other “reportable payments” as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner’s securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2018 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals suggested, debated, introduced or pending in Congress or in the State legislature that, if enacted into law, could alter or amend one or more of the federal tax matters, or state tax matters, respectively, described above including, without limitation, the excludability from gross income of interest on the Series 2018 Bonds, adversely affect the market price or marketability of the Series 2018 Bonds, or otherwise prevent the holders from realizing the full current benefit of the status of the interest thereon. It cannot be predicted whether or in what form any such proposal may be enacted, or whether, if enacted, any such proposal would affect the Series 2018 Bonds. Prospective purchasers of the Series 2018 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder (the "Disclosure Act") requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975. The District has not previously issued any bonds or other debt obligations prior to the issuance of the Series 2018 Bonds.

NO RATING OR CREDIT ENHANCEMENT

The Series 2018 Bonds are neither rated nor credit enhanced. No application for a rating or credit enhancement with respect to the Series 2018 Bonds was made.

VALIDATION

The Bonds issued pursuant to the terms of the Master Indenture, which includes the Series 2018 Bonds, were validated by a Final Judgment of the Circuit Court in and for Nassau County, Florida, entered July 17, 2018. The appeal period from such final judgment has expired with no appeal being filed.

LITIGATION

The District

There is no pending or, to the knowledge of the District, any threatened litigation against the District of any nature whatsoever which in any way questions or affects the validity of the Series 2018 Bonds, or any proceedings or transactions relating to their issuance, sale, execution, or delivery, or the execution of the Indenture. Neither the creation, organization or existence, nor the title of the present members of the Board of Supervisors or the District Manager is being contested in any pending or threatened litigation.

From time to time, the District expects to experience routine litigation and claims incidental to the conduct of its affairs. In connection with the issuance and sale of the Series 2018 Bonds, District Counsel will represent to the District that there are no actions presently pending or to the knowledge of the District threatened against the District, the adverse outcome of which could reasonably be expected to have a material adverse effect on the availability of the Series 2018 Trust Estate or the ability of the District to pay the Series 2018 Bonds from the Series 2018 Trust Estate.

The Developer

In connection with the issuance of the Series 2018 Bonds, the Developer will represent to the District that there is no litigation of any nature now pending or, to the knowledge of the Developer, threatened, which could reasonably be expected to have a material and adverse effect upon the ability of the Developer to complete the Development as described herein or materially and adversely affect the ability of the Developer to perform its various obligations described in this Limited Offering Memorandum.

CONTINUING DISCLOSURE

In order to comply with the continuing disclosure requirements of Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the as the Developer Disclosure Representative and Wrathell, Hunt and Associates, LLC, as Dissemination Agent, will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement"), the form of which is attached hereto as APPENDIX E. Pursuant to the Disclosure Agreement, the District has covenanted for the benefit of Bondholders to provide certain financial information and operating data relating to the District and the Series 2018 Bonds in each year (the "District Annual Report"), and to provide notices of the occurrence of certain enumerated material events. Such covenant by the District shall only apply so long as the Series 2018 Bonds remain outstanding under the Indenture.

Pursuant to the Disclosure Agreement, the Developer has covenanted for the benefit of Bondholders to provide to the dissemination agent, certain financial information and operating data relating to the Developer and the Development on a quarterly basis (the "Developer Report") and to provide notices of the occurrence of certain enumerated material events. Such covenant by the Developer will apply only so long as the Developer is an Obligated Person, as defined in the Disclosure Agreement. Further, the Developer has covenanted and agreed with the District that such covenant will run with the land to the extent that any successor in interest which holds the land for development shall assume the continuing disclosure obligations of the Developer.

The District Annual Report and the Developer Report (collectively, the "Reports") will each be filed with EMMA as described in the form of the Disclosure Agreement attached hereto as APPENDIX E. The notices of material events will also be filed with EMMA. The specific nature of the information to be contained in the Reports and the notices of material events are

described in APPENDIX E. The Disclosure Agreement will be executed at the time of issuance of the Series 2018 Bonds. The foregoing covenants have been made in order to assist the Underwriter in complying with the SEC Rule.

UNDERWRITING

The Underwriter will agree, pursuant to a contract to be entered into with the District, subject to certain conditions, to purchase the Series 2018 Bonds from the District at an aggregate purchase price of \$_____ (representing the aggregate par amount of the Series 2018 Bonds of \$_____, less an Underwriter's discount on the Series 2018 Bonds of \$_____). See "ESTIMATED SOURCES AND USES OF BOND PROCEEDS" herein. The Underwriter's obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all the Series 2018 Bonds if any are purchased.

The Underwriter intends to offer the Series 2018 Bonds to accredited investors at the offering prices set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Underwriter may offer and sell the Series 2018 Bonds to certain dealers (including dealers depositing the Series 2018 Bonds into investment trusts) at prices lower than the initial offering prices and such initial offering prices may be changed from time to time by the Underwriter.

LEGAL MATTERS

The Series 2018 Bonds are offered for delivery when, as and if issued by the District and accepted by the Underwriter, subject to prior sale, withdrawal or modification of the offer without notice and the receipt of the opinion of Greenberg Traurig, P.A., Orlando, Florida, Bond Counsel, as to the validity of the Series 2018 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, Hopping Green & Sams, P.A., Tallahassee, Florida, for the Developer and the Developer by their counsel, Gunster Yoakley & Stewart, P.A., Jacksonville, Florida, for the Trustee by its counsel, Holland & Knight, LLP, Miami, Florida and for the Underwriter by its counsel, Bryant Miller Olive P.A., Orlando, Florida.

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

AGREEMENT BY THE STATE

Under the Act, the State pledges to the holders of any bonds issued thereunder, including the Series 2018 Bonds, that it will not limit or alter the rights of the issuer of such bonds to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects 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.

FINANCIAL STATEMENTS

The District has covenanted in the Continuing Disclosure Agreement set forth in APPENDIX E hereto to provide its annual audited financial statements to the EMMA as described in APPENDIX E. The audited financial statements for the fiscal year ended September 30, 2017, are attached hereto as APPENDIX F. Such statements speak only as of September 30, 2017. The consent of the District's auditor to include in this Limited Offering Memorandum the aforementioned report was not requested, and the general purpose financial statements of the District are provided only as publicly available documents. The auditor was not requested nor did they perform any procedures with respect to the preparation of this Limited Offering Memorandum or the information presented herein.

EXPERTS AND CONSULTANTS

The references herein to England-Thims & Miller, Inc., as the Consulting Engineer have been approved by said firm. The Engineer's Reports prepared by such firm relating to the Wildlight Phase 1 CIP, has been included as composite APPENDIX A attached hereto in reliance upon such firm as an expert in engineering. References to and excerpts herein from such Engineer's Reports do not purport to be adequate summaries of the Wildlight Phase 1 CIP or complete in all respects. Such Engineer's Reports are an integral part of this Limited Offering Memorandum and should be read in its entirety for complete information with respect to the subjects discussed therein.

The references herein to Wrathell, Hunt and Associates, LLC, as Assessment Consultant have been approved by said firm. The Assessment Consultant's Assessment Reports prepared by such firm relating to the issuance of the Series 2018 Bonds has been included as composite APPENDIX B attached hereto in reliance upon such firm as an expert in developing assessment methodologies. References to and excerpts herein from such report do not purport to be adequate summaries of such report or complete in all respects. Such report is an integral part of this Limited Offering Memorandum and should be read in its entirety for complete information with respect to the subjects discussed therein.

CONTINGENT AND OTHER FEES

The District has retained Bond Counsel, Issuer's Counsel, the Assessment 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 2018 Bonds. Payment of the fees of such professionals, except for the payment of certain fees to District Counsel and the Assessment Consultant, are each contingent upon the issuance of the Series 2018 Bonds.

MISCELLANEOUS

Any statements made in this Limited Offering Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Limited Offering Memorandum nor any statement that may have been made verbally or in writing is to be construed as a contract with the holders of the Series 2018 Bonds.

The information contained in this Limited Offering Memorandum has been compiled from official and other sources deemed to be reliable, and is believed to be correct as of the date of the Limited Offering Memorandum, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriter. The Underwriter listed on the cover page hereof has reviewed the information in this Limited Offering Memorandum in accordance with and as part of its responsibility 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 stated herein are subject to change, and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder shall create, under any circumstances, any implication that there has been no change in the matters described herein since the date hereof.

The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder is to create, under any circumstances, any implication that there has been no change in the affairs of the District from the date hereof. However, certain parties to the transaction, including the District, will, on the closing date of the Series 2018 Bonds, deliver certificates to the effect that nothing has come to their attention that would lead them to believe that applicable portions of the Limited Offering Memorandum contain an untrue statement of a material fact or omit to state a material fact that should be included herein for the purpose for which the Limited Offering Memorandum is intended to be used, or that is necessary to make the statements contained herein, in light of the circumstances under which they were made, not misleading and to the effect that from the date of the Limited Offering Memorandum to the date of closing of the Series 2018 Bonds that there has been no material adverse change in the information provided.

This Limited Offering Memorandum is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, as a whole or in part, for any other purpose. The appendices hereof are integral parts of this Limited Offering Memorandum and must be read in their entirety together with all of the foregoing statements.

EAST NASSAU STEWARDSHIP DISTRICT

By: _____

Its: Chair

APPENDIX A

ENGINEER'S REPORTS

APPENDIX B

ASSESSMENT REPORTS

APPENDIX C

FORMS OF THE MASTER INDENTURE AND FIRST SUPPLEMENT

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX F

**AUDITED FINANCIAL STATEMENTS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2017**

EXHIBIT E

FORM OF RULE 15c2-12 CERTIFICATE

**East Nassau Stewardship District
\$ _____* Special Assessment Revenue Bonds,
Series 2018**

The undersigned hereby certifies and represents to MBS Capital Markets, LLC (the "Underwriter") that he is the Chairman of the Board of Supervisors (the "Board") of East Nassau Stewardship District (the "District") is authorized to execute and deliver this Certificate, and further certifies on behalf of the District to the Underwriter as follows:

1. This Certificate is delivered to enable the Underwriter to comply with Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") in connection with the offering and sale of the above captioned bonds (the "Series 2018 Bonds").

2. In connection with the offering and sale of the Series 2018 Bonds, there has been prepared a Preliminary Limited Offering Memorandum, dated the date hereof, setting forth information concerning the Series 2018 Bonds and the District (the "Preliminary Limited Offering Memorandum").

3. As used herein, "Permitted Omissions" shall mean the offering price, interest rate, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, the identity of the Underwriter and other terms of the Series 2018 Bonds depending on such matters.

4. The undersigned hereby deems the Preliminary Limited Offering Memorandum "final" as of its date, within the meaning of the Rule, except for the Permitted Omissions, and the information therein is accurate and complete except for the Permitted Omissions.

5. If, at any time prior to the execution of a Bond Purchase Agreement, any event occurs as a result of which the Preliminary Limited Offering Memorandum might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District will promptly notify the Underwriter thereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this ____ day of _____, 2018.

EAST NASSAU STEWARDSHIP DISTRICT

Chairman Board of Supervisors

* Preliminary, subject to change.

EXHIBIT F

FORM OF CONTINUING DISCLOSURE AGREEMENT

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement") dated November ___, 2018, is executed and delivered by the East Nassau Stewardship District (the "Issuer"), Wildlight, LLC (the "Developer") and Wrathell, Hunt and Associates, LLC, as Dissemination Agent (the "Dissemination Agent") in connection with the issuance by the Issuer of its \$_____ aggregate principal amount of Special Assessment Revenue Bonds, Series 2018 (the "Series 2018 Bonds"). The Series 2018 Bonds are being issued pursuant to a Master Trust Indenture dated as of November 1, 2018 (the "Master Indenture") by and between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"), as amended and supplemented from time to time, and as particularly supplemented by the First Supplemental Trust Indenture by and between the District and the Trustee and dated as of November 1, 2018 (the "First Supplemental Indenture," and, together with the Master Indenture, the "Indenture"). The Issuer, the Developer and the Dissemination Agent covenant and agree as follows:

1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Developer and the Dissemination Agent for the benefit of the Beneficial Owners of the Series 2018 Bonds and to assist the Participating Underwriter in complying with the continuing disclosure requirements of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission (the "SEC") pursuant to the Securities Exchange Act of 1934, as amended from time to time (the "Rule").

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. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"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.

"Assessments" shall mean the non-ad valorem special assessments pledged to the payment of the Series 2018 Bonds pursuant to the Indenture.

"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 Series 2018 Bonds (including persons holding Series 2018 Bonds through nominees, depositories or other

intermediaries), or (b) is treated as the owner of any Series 2018 Bonds for federal income tax purposes.

“Business Day” means any day other than a Saturday, Sunday or a day on which the Trustee is required, or authorized or not prohibited by law (including executive orders), to close and is closed, or on any day on which the New York Stock Exchange is closed.

“Developer” shall mean Wildlight, LLC and its successors and assigns.

“Developer Report” shall mean any Developer Report provided by the Developer, its successors or assigns, pursuant to, and as described in, Sections 5 and 6 of this Disclosure Agreement.

“Development” shall have meaning ascribed thereto in the Limited Offering Memorandum.

“Dissemination Agent” shall mean, initially, Wrathell, Hunt and Associates, LLC, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer and Trustee a written acceptance of such designation.

“District Manager” shall mean Wrathell, Hunt and Associates, LLC, or a successor District Manager.

“Event of Bankruptcy” shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an 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 Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental 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 Obligated Person.

“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.

“Issuer Disclosure Representative” shall mean the District Manager of the Issuer or his/her/its designee, or such other officer or employee as the Issuer shall designate in writing to the Trustee and the Dissemination Agent from time to time.

“Limited Offering Memorandum” shall mean the final offering document relating to the Series 2018 Bonds.

“Listed Events” shall mean any of the events listed in Section 7(a) of this Disclosure Agreement.

“Obligated Person” shall mean any person, including the Issuer and the Developer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part (twenty percent (20%) or more) of the obligations on the Series 2018 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

“Participating Underwriter” shall mean the original underwriter of the Series 2018 Bonds required to comply with the Rule in connection with offering of the Series 2018 Bonds.

“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, 2019.

“Repository” shall mean each entity authorized and approved by the SEC from time to time to act as a repository for purposes of complying with the Rule. The Repositories currently 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 Municipal Securities Rulemaking Board, which currently accepts continuing disclosure submissions through its Electronic Municipal Market Access (“EMMA”) web portal at “<http://emma.msrb.org>.”

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

“State” shall mean the State of Florida.

3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, within 180 days of the end of the Issuer’s Fiscal Year, beginning with the fiscal year ending September 30, 2019 (the “Annual Filing Date”) with respect to the report for the 2019 Fiscal Year, provide to any Repository in electronic format as prescribed by such Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement; provided, however, the Issuer shall file its audited financial statements for the fiscal year ended September 30, 2018, within nine (9) months of the end of such fiscal year. 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 later than the date required above, but in no event later than the date required to be filed with the State of Florida pursuant to applicable State law (currently within nine (9) months of the end of the Issuer’s Fiscal Year), for the filing of the

Annual Report if they are not available by that date. 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 7(a).

(b) If on the fifteenth (15th) day prior to each Annual Filing Date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 3(a) above. Upon such reminder, the Issuer Disclosure Representative, shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report in accordance with Section 3(a) above, or (ii) instruct the Dissemination Agent in writing that the Issuer, will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 7(a)(15) has occurred and to immediately send a notice to any Repository in electronic format as required by such Repository in substantially the form attached as Exhibit A hereto.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name, address and filing requirements of any Repository; and

(ii) within five (5) Business Days of filing the Annual Report, file a notice with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing any Repository to which it was provided.

4. Content of Issuer's Annual Report.

(a) The Issuer's Annual Report shall contain or incorporate by reference the following, which includes an update of the financial and operating data of the Issuer to the extent presented in the Limited Offering Memorandum. All information in the Annual Report shall be presented for the immediately preceding Fiscal Year and, to the extent available, the current Fiscal Year:

(i) The amount of Assessments levied.

(ii) The amount of Assessments collected from property owners.

(iii) If available, the amount of delinquencies greater than 150 days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of Assessments due in any year, a list of delinquent property owners.

(iv) The amount of tax certificates sold, if any, and the balance, if any, remaining for sale.

(v) All fund balances in all Funds and Accounts for the Series 2018 Bonds. Upon request, the Issuer shall provide any Beneficial Owners and the Dissemination Agent with this information more frequently than annually and, in such case, shall provide such information within thirty (30) days of the written request of the Beneficial Owners.

(vi) The total amount of Series 2018 Bonds Outstanding.

(vii) The amount of principal and interest due on the Series 2018 Bonds.

(viii) The most recent audited financial statements of the Issuer which shall be prepared in accordance with governmental accounting standards promulgated by the Government Accounting Standards Board.

(ix) Any amendment or waiver of the provisions hereof as described in Section 11 hereof.

(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.

(c) The Issuer represents and warrants that it will supply, in a timely fashion, any information available to the Issuer and reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The Issuer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Issuer and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Issuer or others as thereafter disseminated by the Dissemination Agent.

The information provided under this Section 4 may be included by specific reference to documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on EMMA (or any successor Repository's website) or filed with the SEC. The Issuer shall clearly identify each such other document so incorporated by reference.

The Issuer reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer agrees that any such modification will be done in a manner consistent with the Rule.

5. Provision of Developer Report.

(a) The Developer shall provide a Developer Report which contains the information in Section 6(b) of this Disclosure Agreement to the Dissemination Agent no later than fifteen (15) days prior to the Quarterly Filing Date for such Developer Report. No later than the Quarterly Filing Date with respect to a Developer Report, the Dissemination Agent shall file the Developer Report provided to it by the Developer with each Repository.

(b) If on the seventh (7th) day prior to each Quarterly Filing Date the Dissemination Agent has not received a copy of the Developer Report due on such Quarterly Filing Date, the Dissemination Agent shall contact the Developer by telephone and in writing (which may be by e-mail) to remind the Developer of its undertaking to provide the Developer Report pursuant to this Section 5. Upon such reminder, the Developer shall either (i) provide the Dissemination Agent with an electronic copy of the Developer Report in accordance with Section 5(a) above, or (ii) instruct the Dissemination Agent in writing that the Developer will not be able to file the Developer Report within the time required under this Disclosure Agreement and state the date by which such Developer Report will be provided.

(c) If the Dissemination Agent has not received a Developer Report that contains the information in Section 6(b) of this Disclosure Agreement by 12:00 noon on the first Business Day following each Quarterly Filing Date, a Listed Event described in Section 7(a)(15) shall have occurred and the Issuer and the Developer hereby direct the Dissemination Agent to send a notice to each Repository in substantially the form attached as Exhibit A hereto, with a copy to the Issuer and the Developer. The Dissemination Agent shall file such notice no later than thirty (30) days following the applicable Quarterly Filing Date.

(d) The Dissemination Agent shall:

(i) determine prior to each Quarterly Filing Date the name and address of each Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Developer and the Issuer stating that the Developer Report has been provided pursuant to this Disclosure Agreement and stating the date(s) it was provided and listing any Repository to which it was provided.

6. Content of Developer Report.

(a) The Developer, so long as it is an Obligated Person for purposes of this Disclosure Agreement, shall prepare a Developer Report for submission to the Dissemination Agent as required by Section 5 above commencing with the calendar quarter ending March 31, 2019. At such time as the Developer is no longer an Obligated Person, such Developer will no longer be obligated to prepare any quarterly Developer Report pursuant to this Disclosure Agreement.

- (b) The Developer Report shall contain the following information:
- (i) An update of the chart appearing in the subsection “THE DEVELOPMENT – Land Use and Development Plan” in the Limited Offering Memorandum;
 - (ii) An update of the chart appearing in the subsection “THE DEVELOPMENT – Residential Product Offerings” in the Limited Offering Memorandum;
 - (iii) A description of the infrastructure improvements and recreational amenities needed for the Development that have been completed and that are currently under construction, including infrastructure financed by the Series 2018 Bonds;
 - (iv) The percentage of the infrastructure financed by the Series 2018 Bonds that has been completed;
 - (v) The number of assessable units planned on property subject to the Assessments;
 - (vi) The number of single-family homes under contract with retail end users;
 - (vii) The number of single-family homes closed with retail end users;
 - (viii) The number of single-family lots under contract with builders, together with the name of each builder;
 - (ix) The number of single-family lots closed with builders, together with the name of each builder;
 - (x) The estimated date of complete build-out of residential units;
 - (xi) Whether the Developer has made any bulk sale of the land subject to the Assessments other than as contemplated by the Limited Offering Memorandum;
 - (xii) The status of development approvals for the Development;
 - (xiii) Materially adverse changes or determinations to permits/approvals/entitlements for the Development which necessitate changes to the Developer's land-use or other plans for the Development;

(xiv) Updated plan of finance (i.e., status of any credit enhancement, issuance of additional bonds to complete project, draw on credit line of Developer or an affiliate, additional mortgage debt, etc.);

(xv) Any event that would have a material adverse impact on the implementation of the Development as described in the Limited Offering Memorandum or on the Developer's ability to undertake the Development as described in the Limited Offering Memorandum; and

(xvi) Any amendment or waiver of the provisions hereof as described in Section 11 hereof.

(c) Any of the items listed in subsection (b) above may be incorporated by reference to other documents which have been submitted to each of the Repository or the SEC. The Developer shall clearly identify each such other document so incorporated by reference.

(d) If the Developer sells, assigns or otherwise transfers ownership of real property in the Development to a third party, which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Developer hereby agrees to require such third party to comply with the disclosure obligations of the Developer hereunder for so long as such third party is an Obligated Person hereunder, to the same extent as if such third party were a party to this Disclosure Agreement. The Developer involved in such Transfer shall promptly notify the Issuer and the Dissemination Agent in writing of the Transfer. For purposes of Sections 5 and 6 hereof, the term "Developer" shall be deemed to include the Developer and any third party that becomes an Obligated Person hereunder as a result of a Transfer. In the event that the Developer remains an Obligated Person hereunder following any Transfer, nothing herein shall be construed to relieve the Developer from its obligations hereunder pertaining to the Developer.

7. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 7, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2018 Bonds and the Developer shall give, or cause to be given, notice of the occurrence of numbers 12, 13 and 15 of the following events as they pertain to the Developer, 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 the occurrence of the event, with the exception of the event described in number 15 below, which notice shall be given in a timely manner:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Series 2018 Bonds, or other material events affecting the tax status of the Series 2018 Bonds;
7. modifications to rights of the holders of the Series 2018 Bonds, if material;
8. bond calls, if material, and tender offers;
9. defeasances;
10. release, substitution, or sale of property securing repayment of the Series 2018 Bonds, if material (sale of individual lots by developers or homeowners to end users shall not be material for purposes of this Disclosure Agreement);
11. ratings changes;
12. an Event of Bankruptcy or similar event of an Obligated Person;
13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the 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; and
14. appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. notice of any failure on the part of the Issuer to meet the requirements of Section 3 hereof or of the Developer to meet the requirements of Section 5 hereof;

16. the termination of the Issuer's or Developer's obligations under this Disclosure Agreement prior to the final maturity of the Series 2018 Bonds, pursuant to Section 9 hereof; and
17. any amendment to the accounting principles to be followed by the Issuer in preparing its financial statements, as required by Section 11 hereof.

(b) The notice required to be given in paragraph 7(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

8. Identifying Information. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Agreement to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but shall not be limited to:

- (a) the category of information being provided;
- (b) the period covered by any annual financial information, financial statement or other financial information or operation data;
- (c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);
- (d) the name of any Obligated Person other than the Issuer;
- (e) the name and date of the document being submitted; and
- (f) contact information for the submitter.

9. Termination of Disclosure Agreement. The Issuer's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2018 Bonds, so long as there is no remaining liability of the Issuer, or if the Rule is repealed or no longer in effect. The Developer's obligations shall terminate at such time as the Developer is no longer an Obligated Person. If any such termination occurs prior to the final maturity of the Series 2018 Bonds, the Issuer and/or the Developer shall give notice of such termination in the same manner as for a Listed Event under Section 7.

10. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent shall be Wrathell, Hunt and Associates, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Wrathell, Hunt and Associates, LLC. Wrathell, Hunt and 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. The District may terminate its agreement hereunder with the Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the Dissemination Agent and

each Obligated Person. 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. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Agreement.

11. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the Issuer, the Developer and the Dissemination Agent (if the Dissemination Agent is not the Issuer) may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer and/or the Developer, or the type of business conducted;

(b) The undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Series 2018 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of the holders, as determined either (i) by parties unaffiliated with the Issuer (such as the trustee or Bond Counsel), or (ii) by the approving vote of bondholders pursuant to the terms of the Indenture at the time of the amendment.

Notwithstanding the foregoing, the Issuer, the Developer and the Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the SEC from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer and the Developer shall describe such amendment in its next Annual Report or Developer Report, as applicable, 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 of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer or the Developer, as applicable. 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 7(a), 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.

12. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer or the Developer 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 Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer or a Developer 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 or a Developer 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.

13. Default. In the event of a failure of the Issuer, the Developer, the Issuer Disclosure Representative or a Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Beneficial Owners of more than 50% aggregate principal amount of outstanding Series 2018 Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any Beneficial Owner of a Series 2018 Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer, the Developer, the Issuer Disclosure Representative or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. 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 Developer, the Issuer Disclosure Representative or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

14. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement.

15. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Developer, the Dissemination Agent, the Trustee, the Participating Underwriter and Beneficial Owners of the Series 2018 Bonds, and shall create no rights in any other person or entity.

16. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida and federal law.

18. Trustee Cooperation. The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and directs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports it requests that the Issuer has a right to request from the Trustee (inclusive of balances, payments, etc.) that are readily available to the Trustee.

[End of document – signatures to follow]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

[SEAL]

EAST NASSAU STEWARDSHIP DISTRICT,
as Issuer

CONSENTED TO AND AGREED TO BY:

WRATHELL, HUNT AND ASSOCIATES, LLC, and its successors and assigns, as Issuer Disclosure Representative

By: _____
Chair, Board of Supervisors

Name: Craig Wrathell
Title: President

JOINED BY **U.S. BANK NATIONAL ASSOCIATION,** AS TRUSTEE, FOR PURPOSES OF SECTIONS 12, 14 AND 18 ONLY

By: _____
Name: _____
Title: Vice President

WRATHELL, HUNT AND ASSOCIATES, LLC, as Dissemination Agent

By: _____
Name: Craig Wrathell
Title: President

[Signature page to Continuing Disclosure Agreement]

WILDLIGHT, LLC, a Delaware limited liability company, as the Developer

By: _____

Name: _____

Title: _____

[Signature page to Continuing Disclosure Agreement]

EXHIBIT A

**NOTICE TO REPOSITORIES
OF FAILURE TO FILE ANNUAL FINANCIAL AND OPERATING DATA**

Name of Issuer: East Nassau Stewardship District

Obligated Persons: East Nassau Stewardship District
Wildlight, LLC

Name of Bond Issue: \$_____ Special Assessment Revenue Bonds, Series 2018

Date of Issuance: November __, 2018

CUSIPS:

NOTICE IS HEREBY GIVEN that the [Issuer] [Developer] has not provided an [Annual Report] [Developer Report] with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated November __, 2018, among the Issuer, the Developer, the Issuer Disclosure Representative and the Dissemination Agent named therein. The [Issuer] [Developer] has advised the undersigned that it anticipates that the [Annual Report] [Developer Report] will be filed by _____, 20____.

Dated: _____, _____, Dissemination Agent

cc: [Issuer] [Developer]

EXHIBIT G

FORM OF TRUE-UP AGREEMENT

EXHIBIT H

FORM OF COMPLETION AGREEMENT

EXHIBIT I

FORM OF COLLATERAL ASSIGNMENT

EXHIBIT J

FORM OF DECLARATION OF CONSENT

**EAST NASSAU
STEWARDSHIP DISTRICT**

8

**EAST NASSAU STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2018**

**EAST NASSAU STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2018**

| | General Fund | Special Revenue Fund | Debt Service Fund | Capital Projects Fund | Total Governmental Funds |
|---|------------------|----------------------------|-------------------------|-----------------------------|--------------------------------|
| ASSETS | | | | | |
| Cash | \$ 2,338 | \$ - | \$ - | \$ 187 | \$ 2,525 |
| Due from Landowner | 17,616 | - | 2,520 | - | 20,136 |
| Total assets | <u>\$ 19,954</u> | <u>\$ -</u> | <u>\$ 2,520</u> | <u>\$ 187</u> | <u>\$ 22,661</u> |
| LIABILITIES AND FUND BALANCES | | | | | |
| Liabilities: | | | | | |
| Accounts payable | \$ 13,455 | \$ - | \$ 2,520 | \$ 187 | \$ 16,162 |
| Due to Landowner | - | - | 26,743 | 11,234 | 37,977 |
| Landowner advance | 6,500 | - | - | - | 6,500 |
| Total liabilities | <u>19,955</u> | <u>-</u> | <u>29,263</u> | <u>11,421</u> | <u>60,639</u> |
| DEFERRED INFLOWS OF RESOURCES | | | | | |
| Deferred receipts | 17,616 | - | - | - | 17,616 |
| Total deferred inflows of resources | <u>17,616</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>17,616</u> |
| Fund balances: | | | | | |
| Unassigned | (17,617) | - | - | - | (17,617) |
| Total fund balances | <u>(17,617)</u> | <u>-</u> | <u>(26,743)</u> | <u>(11,234)</u> | <u>(55,594)</u> |
| Total liabilities, deferred inflows of resources and fund balances | <u>\$ 19,954</u> | <u>\$ -</u> | <u>\$ 2,520</u> | <u>\$ 187</u> | <u>\$ 22,661</u> |

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED AUGUST 31, 2018**

| | Current Month | Year to Date | Budget | % of Budget |
|--|--------------------|--------------------|----------------|----------------|
| REVENUES | | | | |
| Landowner contribution | \$ 9,147 | \$ 122,446 | \$ 151,625 | 81% |
| Total revenues | <u>9,147</u> | <u>122,446</u> | <u>151,625</u> | 81% |
| EXPENDITURES | | | | |
| Professional & administrative | | | | |
| District engineer | 4,248 | 12,608 | 7,500 | 168% |
| General counsel | 4,617 | 42,787 | 50,000 | 86% |
| District manager | 4,000 | 44,000 | 48,000 | 92% |
| Debt service fund accounting: master bonds | - | - | 7,500 | 0% |
| Arbitrage rebate calculation | - | - | 750 | 0% |
| Audit | - | 2,925 | 6,500 | 45% |
| Postage | 135 | 464 | 1,000 | 46% |
| Printing and binding | 83 | 917 | 1,000 | 92% |
| Insurance - GL, POL | - | 10,710 | 12,000 | 89% |
| Legal advertising | 4,174 | 10,232 | 6,000 | 171% |
| Miscellaneous- bank charges | 27 | 607 | 950 | 64% |
| Website | - | 1,287 | 750 | 172% |
| ADA website compliance | 199 | 199 | - | N/A |
| Dissemination agent | - | - | 1,000 | 0% |
| Annual district filing fee | - | 175 | 175 | 100% |
| Trustee (related to master bonds) | - | - | 8,500 | 0% |
| Total professional & administrative | <u>17,483</u> | <u>126,911</u> | <u>151,625</u> | 84% |
| Excess/(deficiency) of revenues over/(under) expenditures | (8,336) | (4,465) | - | |
| Fund balances - beginning | (9,281) | (13,152) | - | |
| Fund balances - ending | <u>\$ (17,617)</u> | <u>\$ (17,617)</u> | <u>\$ -</u> | |

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND
FOR THE PERIOD ENDED AUGUST 31, 2018**

| | Current Month | Year to Date | Budget | % of Budget |
|--|------------------|-----------------|---------------|----------------|
| REVENUES | | | | |
| Landowner contribution | \$ - | \$ - | \$ 72,070 | 0% |
| Total revenues | <u>-</u> | <u>-</u> | <u>72,070</u> | 0% |
| EXPENDITURES | | | | |
| Field operations | | | | |
| Field operations | - | - | 9,000 | 0% |
| Administration and accounting | - | - | 2,500 | 0% |
| Wetland and conservation maintenance | - | - | 5,250 | 0% |
| Landscape | - | - | 26,440 | 0% |
| Lake maintenance | - | - | 2,520 | 0% |
| Pest control | - | - | 2,250 | 0% |
| Street cleaning | - | - | 1,696 | 0% |
| Street light lease | - | - | 6,450 | 0% |
| Repairs & maintenance | - | - | 2,938 | 0% |
| Electricity | - | - | 3,588 | 0% |
| Landscape replacement | - | - | 2,938 | 0% |
| Parts & supplies | - | - | 1,500 | 0% |
| Insurance | - | - | 5,000 | 0% |
| Total expenditures | <u>-</u> | <u>-</u> | <u>72,070</u> | 0% |
| Excess/(deficiency) of revenues over/(under) expenditures | - | - | - | |
| Fund balances - beginning | <u>-</u> | <u>-</u> | <u>-</u> | |
| Fund balances - ending | <u>\$ -</u> | <u>\$ -</u> | <u>\$ -</u> | |

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED AUGUST 31, 2018**

| | <u>Current Month</u> | <u>Year To Date</u> |
|--|---------------------------|---------------------------|
| REVENUES | <u>\$ -</u> | <u>\$ -</u> |
| Total revenues | <u>-</u> | <u>-</u> |
| EXPENDITURES | | |
| Debt service | | |
| Cost of issuance | <u>2,520</u> | <u>26,743</u> |
| Total debt service | <u>2,520</u> | <u>26,743</u> |
| Excess/(deficiency) of revenues over/(under) expenditures | (2,520) | (26,743) |
| Fund balances - beginning | <u>(24,223)</u> | <u>-</u> |
| Fund balances - ending | <u><u>\$ (26,743)</u></u> | <u><u>\$ (26,743)</u></u> |

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018
FOR THE PERIOD ENDED AUGUST 31, 2018**

| | Current Month | Year To Date |
|--|------------------|-----------------|
| REVENUES | | |
| Landowner contribution | \$ (8,623) | \$ - |
| Total revenues | (8,623) | - |
| EXPENDITURES | | |
| Capital outlay - engineer | 187 | 8,119 |
| Total expenditures | 187 | 8,119 |
| Excess/(deficiency) of revenues over/(under) expenditures | (8,810) | (8,119) |
| Fund balances - beginning | (2,424) | (3,115) |
| Fund balances - ending | \$ (11,234) | \$ (11,234) |

**EAST NASSAU
STEWARDSHIP DISTRICT**

9A

**EAST NASSAU
STEWARDSHIP DISTRICT**

9B

DRAFT

**MINUTES OF MEETING
EAST NASSAU
STEWARDSHIP DISTRICT**

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The Board of Supervisors of the East Nassau Stewardship District held a public hearing and regular meeting on Thursday, September 20, 2018, at 10:00 a.m., in the Nassau Room (T0126), Building T, at Florida State College, Nassau Center, 76346 William Burgess Boulevard, Yulee, Florida 32097.

Present at the meeting were:

| | |
|------------|---------------------|
| Mike Hahaj | Chair |
| Dan Roach | Vice Chair |
| Bob Rhodes | Assistant Secretary |
| Max Hord | Assistant Secretary |

Also present were:

| | |
|------------------------------|--|
| Craig Wrathell | District Manager |
| Jonathan Johnson | District Counsel |
| Zach Brecht | District Engineer |
| Justin Rowan (via telephone) | MBS Capital Markets, LLC |
| Charles Adams | Raydient |
| Justin Stankiewicz | Nassau County Office of Management and Budget Director |
| Amy Norsworthy | CCMC |
| Aaron Bell | Nassau County Commissioner Candidate |

FIRST ORDER OF BUSINESS

Call to Order

Mr. Wrathell called the meeting to order at 10:02 a.m.

SECOND ORDER OF BUSINESS

Roll Call

Supervisors Hahaj, Roach, Rhodes and Hord were present, in person. Supervisor Fancher was not present.

THIRD ORDER OF BUSINESS

Chairman's Opening Remarks

40 Mr. Hahaj welcomed everyone to the meeting.

41 Mr. Wrathell noted that the heading for the Seventh Order of Business was not correct.
42 The Public Hearing is specifically related to the assessment public hearing process related to the
43 assessments associated with the Engineer’s and Special Assessment Methodology Reports; it is
44 not related to the budget. The publication and Resolution 2018-19 are correct. Mr. Johnson
45 stated that the Public Hearing is not budget-related; it is related to the amendments to
46 Wildlight Village Phase 1, discussed last month.

47

48 **FOURTH ORDER OF BUSINESS** **Public Comments (*limited to 3 minutes per***
49 ***person*)**

50

51 There being no public comments, the next item followed.

52

53 **FIFTH ORDER OF BUSINESS** **Engineers Report – First Addendum for**
54 **Wildlight Village Phase 1, dated August 6,**
55 **2018 (*for informational purposes*)**

56

57 Mr. Wrathell stated that this item was approved at the August 8, 2018 meeting and
58 there were no additional revisions.

59 Mr. Brecht stated that the Addendum addresses bringing in a portion of Wildlight Phase
60 1 that was contemplated in the original, overall CPA, for a wellness center and private school
61 location. The Addendum essentially updates Tables 1 and 2; adding a line item for maintenance
62 of those, in Table 1, and adding the \$2.1 million cost, in Table 2.

63 Mr. Wrathell asked if the \$2.1 million, under the “Neighborhood Infrastructure
64 Improvement*” column, on Table 2, was specific to and requested by those property owners.
65 Mr. Brecht replied affirmatively; it is for roadway utilities specific to those two properties.

66 Mr. Rhodes stated that the wellness center would be open to the community; it will be
67 public. Regarding the private school, the District is providing roads to it and water and sewer
68 infrastructure to service it; the District is not financing the private school.

69

70

71 **SIXTH ORDER OF BUSINESS**

72 **First Addendum to Master Special**
73 **Assessment Methodology Report for**
74 **Wildlight Village Phase 1, dated August 6,**
75 **2018 (for informational purposes)**

76 Mr. Wrathell stated that this item was approved at the August 8, 2018 meeting and
77 there were no additional revisions. The Addendum outlines the addition of the \$2.1 million in
78 improvements specifically related to the wellness center and private school, as described in the
79 second to last paragraph on Page 2. The Addendum describes that, overall, the District has an
80 integrated system of improvements but the particular improvements related to the wellness
81 center and private school were being added and its impact. The commercial square footage
82 may eventually be reduced and, if so, it would be presented at a future meeting. He reviewed
83 the Master and Neighborhood Infrastructure Improvements Tables 1 through 9, on Pages 9
84 through 17, reflecting the addition of the wellness center and private school, benefit
85 allocations, assessment apportionment and annual assessment apportionments. In summary,
86 \$2.1 million in Neighborhood improvements were added related specifically to the private
87 school and wellness center and the Methodology is structured such that those improvements
88 were added specifically for their benefit and the par amount of bonds was grossed up for that.

89

90 **SEVENTH ORDER OF BUSINESS**

91 **Public Hearing to Hear Comments and**
92 **Objections on Imposition of Special**
93 **Assessments to Fund Fiscal Year**
94 **2018/2019 Budget**

95 As previously noted, this Public Hearing was not related to the budget. The title should
96 have read that it was related to the assessments associated with the Engineer's Report and
97 Special Assessment Methodology Report addendums for Wildlight Village Phase 1.

98 **A. Affidavit of Publication**

99 The proof of publication was provided for informational purposes.

100 **B. Consideration of Resolution 2018-19, Adopting an Addendum to the Special**
101 **Assessment Methodology as it Relates to Certain Lands Within the District Known as**
102 **Wildlight Village Phase 1; Authorizing District Projects For Construction and/or**
103 **Acquisition of Infrastructure Improvements; Equalizing, Approving, Confirming, and**

104 **Levying Special Assessments on Property Within the Area Known as Wildlight Village**
105 **Phase 1 Specially Benefited By Such Projects to Pay the Cost Thereof; Providing for the**
106 **Payment and the Collection of Such Special Assessments by the Methods Provided for**
107 **by Chapters 170 and 197, Florida Statutes, and Chapter 2017-206, Laws of Florida;**
108 **Confirming the District's Intention to Issue Special Assessment Revenue Bonds;**
109 **Making Provisions for Transfers of Real Property to Governmental Bodies; Providing**
110 **for the Recording of an Assessment Notice; Providing for Severability, Conflicts and an**
111 **Effective Date**

112 A Board Member asked that the Reports define the total costs and the Neighborhood
113 improvement specific to the wellness center and private school were added and isolated to
114 reflect benefitting those two property owners. Mr. Wrathell replied affirmatively. The Board
115 Member asked if the Assessment Methodology shows the upper limit of the maximum amount
116 of par bonds that could be applied to these properties but it does not speak to what is actually
117 being issued, from a bond perspective; it just sets the total capacity, based on the Engineer's
118 Report. Mr. Wrathell replied affirmatively; closer to issuing bonds, a Supplemental Assessment
119 Methodology containing the final, locked-in numbers would be presented, which then levels
120 the debt service assessment for 30 years.

121 Mr. Roach asked if any additional similar changes were anticipated during this phase.
122 Mr. Wrathell believed it was close to finished, except making the adjustment for reduction of
123 the commercial square footage from 550 to 500.

124 A Board Member asked if there was flexibility to accommodate lot width or other
125 changes through this process. Mr. Wrathell replied affirmatively; the Methodology fully
126 contemplates that market conditions, product type, etc., can change, which is one reason the
127 Methodology includes a true-up mechanism. There is no problem, as long as the new product
128 type is consistent and fits within the ranges and assessment units are not lost and remain equal
129 to or more than in the Methodology. If there was a loss in debt-carrying capacity, the Master
130 Developer would make a true-up payment that would pay down the lost par amount of bonds.
131 Mr. Rhodes asked if the wellness center and private school assessment is square feet or acres.
132 Mr. Wrathell stated it is on a per-acre basis.

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On MOTION by Mr. Rhodes and seconded by Mr. Roach, with all in favor, the Public Hearing was opened.

There were no public comments.

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On MOTION by Mr. Rhodes and seconded by Mr. Roach, with all in favor, the Public Hearing was closed.

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Mr. Wrathell stated that, at this point, the Board is meeting as the Board of Equalization to consider any adjustments to the assessments proposed in the Assessment Methodology.

There were no changes.

Mr. Wrathell presented Resolution 2018-19 and read the title.

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On MOTION by Mr. Hahaj and seconded by Mr. Hord, with all in favor, Resolution 2018-19, Adopting an Addendum to the Special Assessment Methodology as it Relates to Certain Lands Within the District Known as Wildlight Village Phase 1; Authorizing District Projects For Construction and/or Acquisition of Infrastructure Improvements; Equalizing, Approving, Confirming, and Levying Special Assessments on Property Within the Area Known as Wildlight Village Phase 1 Specially Benefited By Such Projects to Pay the Cost Thereof; Providing for the Payment and the Collection of Such Special Assessments by the Methods Provided for by Chapters 170 and 197, Florida Statutes, and Chapter 2017-206, Laws of Florida; Confirming the District's Intention to Issue Special Assessment Revenue Bonds; Making Provisions for Transfers of Real Property to Governmental Bodies; Providing for the Recording of an Assessment Notice; Providing for Severability, Conflicts and an Effective Date, was adopted.

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EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of July 31, 2018

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Mr. Wrathell presented the Unaudited Financial Statements as of July 31, 2018. The only reason there is activity in the Debt Service and Capital Projects Funds is so that the work performed by Staff and Professionals related to the bonds can be reimbursed to the Landowner through the bond Costs of Issuance (COI) or the Construction Account, in the future. A Board

171 Member asked what the \$2,424 “Due to Landowner” amount, on Page 1, was for. Mr. Johnson
 172 stated that a previously executed agreement with the Landowner provided for the Landowner
 173 to advance funds related to the bond validation and all activities that can be repaid from the
 174 COI when the bonds are issued; this entry is to account for that, outside of the General Fund.
 175 The Board Member asked if that was not the Debt Service Fund. Mr. Johnson replied not yet.
 176 Mr. Wrathell discussed why the Landowner advances are tracked in this fashion because work
 177 is being done and funds are being expended that can be reimbursed from the COI and/or
 178 Capital Projects Fund; in this instance, the bond issuance process has taken a lot of time. This is
 179 a tool for ease of tracking the amounts that must be reimbursed, if the Landowner wishes to be
 180 reimbursed.

181

182 **On MOTION by Mr. Roach and seconded by Mr. Rhodes, with all in favor, the**
 183 **Unaudited Financial Statements as of July 31, 2018, were approved.**

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185

NINTH ORDER OF BUSINESS

Consideration of Minutes

187

A. August 6, 2018 Regular Meeting Transcript

This item was deferred.

189

B. August 16, 2018 Public Hearings and Regular Meeting

191 Mr. Wrathell presented the August 16, 2018 Public Hearings and Regular Meeting
 192 Minutes. The following change was made:

Line 59: Change “was” to “were”

193

194

195 **On MOTION by Mr. Roach and seconded by Mr. Hord, with all in favor, the**
 196 **August 16, 2018 Public Hearings and Regular Meeting, as amended, were**
 197 **approved.**

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TENTH ORDER OF BUSINESS

**Consider Conveyance of Conservation
Habitat Network Areas to the District**

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201

202

A. Conservation Habitat Network A1

203

B. Conservation Habitat Network H

205 Mr. Wrathell presented these items. Mr. Hahaj stated that a public mobility trail is
206 being indicated for outside the platted area of Wildlight, so the County wants the connections
207 to be made, which is facilitated by this action. He discussed the maps for each Conservation
208 Habitat and identified particular areas related to the mobility trail, which would be conveyed in
209 order to facilitate the mobility trail. Those will be accepted subject to the easements on the
210 land, which are associated with the St. Johns River Water Management District (SJRWMD)
211 permit. It is intended that the Developer will keep the rights and obligations associated with
212 the permit, as it covers a broader area. Mr. Wrathell stated this related to the two properties
213 on the southwestern corner of Wildlight Phase 1.

214 Mr. Johnson recalled that the Board previously adopted a resolution authorizing the
215 Chair to execute plats, permits, real estate conveyances, etc., provided they are consistent with
216 the overall plan of improvement; therefore, if necessary, there may be times when the Chair
217 executes this type of thing without it first being presented at a meeting.

218 Mr. Roach asked what management responsibilities the District would be assuming. It
219 was suggested that this be on a future agenda but, generally, it relates to a Wildlife
220 Management Plan and a Habitat Plan that go along with the property.

221

222 **On MOTION by Mr. Roach and seconded by Mr. Rhodes, with all in favor,**
223 **conveyance of Conservation Habitat Networks A1 and H and authorizing Staff**
224 **to prepare the conveyance documents, were approved.**

225

226

227 **ELEVENTH ORDER OF BUSINESS**

Staff Reports

228

229 **C. District Counsel: *Hopping Green & Sam, P.A.***

230 Mr. Johnson recalled that the Interlocal Agreement for certain landscape maintenance
231 within roadways in Wildlight Phase 1 was approved at a prior meeting. This Agreement would
232 be on the County's agenda in October.

233 **D. District Engineer: *England-Thims & Miller, Inc.***

234 There being nothing additional to report, the next item followed.

235 **E. District Manager: *Wrathell, Hunt and Associates LLC***

236 i. **NEXT MEETING DATE: October 18, 2018 at 10:00 A.M. (Nassau Room, Building**
237 **T)**

238 The next meeting will be held on October 18, 2018 at 10:00 a.m.

239

240 **TWELFTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

241

242 Mr. Hahaj stated that, since the last couple of meetings, the District received a letter
243 from the Nassau County Board of County Commissioners (BOCC) and was copied on another.
244 One was a letter regarding the joint meeting, which the District replied to and that was
245 discussed at a prior meeting. The second letter was the copy of the letter sent the local
246 delegation for a joint meeting to occur with them; the meeting occurred last Monday, with a
247 Landowner representative attending. He did not know all the details but the nature of the
248 meeting was to discuss potential amendments to the Stewardship District legislation that may
249 come forth; he was not aware of anything substantive at this time. The bill is the same that was
250 the subject of the no objection letter from the County that was written when the bill was
251 approved. He spoke with the Landowner and the Landowner stated that he is in discussions
252 with the local delegation to see about arranging a joint meeting.

253

254 **THIRTEENTH ORDER OF BUSINESS** **Public Comments**

255

256 Mr. Justin Stankiewicz, Nassau County Office of Management and Budget Director of the
257 Nassau County Board of County Commissioners (BOCC) and on behalf of the BOCC, stated that
258 his representation at today's meeting is to oppose any bond proceedings going forward, or
259 bond hearings or assessments being levied. The BOCC reason for such denial is because they
260 are looking at public infrastructure, as far as public recreation being a part of the first issuance of
261 the bond. The BOCC met with the local delegation on Monday and discussed the County's
262 frustrations. The Landowner had a representative at the meeting, Mr. Gary Hunter, who was
263 an attorney/lobbyist from Mr. Johnson's firm. To Mr. Hunter's credit, he attempted to
264 respond. Not only were amendments to 10-75, which created the ENSD, but also the possible
265 repeal or termination of 10-75 was discussed at the meeting with the County. The County
266 views this as a serious issue and thinks and, again, invites the District to attend a joint meeting,

267 along with the Landowner. It was made very clear by the BOCC that they would not allow a
268 facilitator and it must occur during a public meeting. In that meeting, Mr. Hunter alluded to
269 that anything related to public recreation needed an Interlocal Agreement so the County
270 Attorney invited everyone to attend the next BOCC meeting to discuss the Interlocal Agreement
271 so that they can work out how the recreation will be funded so it can be included in the Phase 1
272 bond documents. Mr. Stankiewicz cordially invites the Board, etc., to attend the meeting to
273 work out the Interlocal Agreement so the public recreation can be included in the first phase of
274 bonding and so the BOCC can work with the Landowner to get the amenities that were
275 intended, which he felt would be beneficial to the Landowner and the County. He reiterated
276 the request to delay any assessments or bond issuance until the BOCC can work with the
277 District and Landowner on the Interlocal Agreement.

278 Mr. Hahaj recalled that the last time Mr. Stankiewicz attended he indicated the BOCC's
279 willingness to meet in a facility such as this and asked if that was still true. Mr. Stankiewicz
280 stated that he could not speak for the BOCC but did not think the facility was the issue; rather,
281 it was more the request for a facilitator. As long as there was a location close to where people
282 are used to seeing the BOCC convene; he thought that part of the BOCC's problem was that
283 people are not going to find out the location or pay attention to the notice and will show up in
284 the BOCC chambers and the BOCC being worried about perception that someone is trying to
285 hide something.

286 Mr. Rhodes asked if Mr. Stankiewicz understood the BOCC's issue with a facilitator, as it
287 sounds like something that would benefit greatly from a third-party facilitator. Mr. Stankiewicz
288 stated that he, personally, saw no benefits to a facilitator; the County has done everything in
289 the public, when Rayonier/Radiant wanted to create the District, and there was no facilitator.
290 The County has operated that way for the most part, since then; the BOCC has never had a
291 need for a facilitator. The need to him was irrelevant because the issue is simple. He thought
292 that, even hearing Mr. Hunter on Monday, it is clear what needs to be done and what Mr.
293 Hunter said was technically not incorrect, it was just part of the story. So, all the BOCC is asking
294 is for the District, even if the Landowner does not want to participate, is that an Interlocal
295 Agreement is needed between the District and the County, in order to get the bond funding

296 finance done for public recreation. The BOCC is not asking the District or the Landowner to pay
297 100% of the costs; they will have to draw it, determine the costs and then pricing, after that.

298 Mr. Stankiewicz stated that the dialogue and letters back and forth are not doing
299 anything and he feels that a facilitator would only promote chaos more than peace. Mr.
300 Rhodes stated that is the exact opposite of what a facilitator does. Mr. Stankiewicz stated that a
301 facilitator implies a lack of trust.

302 Mr. Stankiewicz asked if the District only needed to enter into the Interlocal Agreement
303 with the County to get the public recreation funded. Mr. Johnson stated it was a prerequisite
304 to the District issuing bonds for public recreation or public security improvements. Mr.
305 Stankiewicz asked if it would be a three-part agreement between the District, Landowner and
306 County. Mr. Johnson stated no and, as stated before, it would be “putting the cart before the
307 horse”, if the District were to try to agree to issue bonds for recreation improvements that the
308 Landowner does not agree are merited, because that would create a lot of issues in terms of
309 such a transaction. Mr. Stankiewicz stated, but if we got the agreement in place with the
310 District and the Interlocal, then it would promote conversation with the Landowner to say that
311 there was then the ability to include it. Mr. Johnson felt that the County would still be “putting
312 the cart before the horse” by not including the Landowner. Mr. Stankiewicz asked if Mr. Adams
313 heard back regarding if the Landowner is willing to meet. Mr. Adams replied yes, in that the
314 local delegation reached out to a Raydient representative and they are trying to put something
315 together. The land for the public recreation is not in Phase 1; the next phase will be when
316 those public park commitments for a regional park and a community park come in, which will
317 be in the greater 2,900-acre set of holdings.

318 A Board Member stated that it is important for the Landowner to have those things in
319 place for the District to consider, which would lead to the Interlocal Agreement. The District is
320 not in the lead role, with respect to how that land use and those commitments are made but
321 the District is there to facilitate it, if possible. Mr. Stankiewicz agreed the Landowner should be
322 involved.

323 Mr. Stankiewicz stated that this is about public recreation and he wants to do this on
324 this one, 20-acre park and then the same logic could be applied for others. He is asking, on
325 behalf of the BOCC, for the Board, County and Landowner to meet and work it out.

326 Mr. Adams stated that, if the County Ordinances and the Development Agreement in
327 place for DSAP #1 are followed, the Landowner is prepared to proceed with that. The
328 complication is that the County, without changing its Ordinances, is amending the Development
329 Agreement that was signed years ago and stating that they want the Landowner to pay for the
330 public park improvements and there is nothing in the Ordinances or Development Agreement
331 that requires that; therefore, it is a fundamental change in the arrangement with the County
332 with significant costs associated with it. If the County stayed with the existing Agreements and
333 existing County Ordinances, everything could move forward.

334 Mr. Stankiewicz stated he would agree with Mr. Adams 100% if this was not a
335 Stewardship District. The Development Order is between the County and the Landowner but
336 the District, created by a special act of House Bill 10-75, which called for a component of
337 recreation to be funded through the mechanism of funding, just like the District is doing for
338 everything else. Mr. Stankiewicz felt that Mr. Adams was blurring the line between just two
339 parties being involved when, in his opinion, three parties were involved.

340 Mr. Adams stated that the Stewardship District was not created to fund public
341 improvements; it was created to have the powers to, if the Landowner elects, use it as a
342 funding vehicle or long-term owner, maintainer of public improvements. The Bill does not
343 require a Stewardship District to fund, in absence of a Landowner funding, what they would like
344 them to fund. The Bill basically states that, if the Landowner works with the Stewardship
345 District to fund public parks and recreation, then an Interlocal Agreement will be arranged with
346 Nassau County, but the Landowner has never asked the District. Mr. Stankiewicz asked if Mr.
347 Adams was saying there was no public/private partnership. Mr. Adams stated the only
348 agreements that he saw were related to DSAP and the first GDP. The GDP did not include the
349 community and regional parks and approvals for those are not even in place yet; therefore, it
350 would be a future request, as future phases are constructed.

351 Mr. Stankiewicz asked, taking a literal interpretation of Mr. Adams' analogy that the
352 Landowner will initiate public recreation, if that meant they would have a 24,000-acre area that
353 does not have any recreation because the Landowner could elect not to have it. Mr. Adams
354 encouraged Mr. Stankiewicz to read the documents that he referred to where Raydient
355 committed to, within that 24,000 acres, to donate the equivalent of 800 acres for public
356 regional parks and community parks, so that was already determined. The disagreement here
357 is that the County decided that it wanted the private Developer to also fund all those public
358 parks, which is a fundamental change in policy by the County without the pre-requisite
359 Ordinances being amended, much less Agreements being changed.

360 Mr. Rhodes asked if the question is who funds the public recreational improvements
361 because, it seems to him that the land contribution was already settled, as part of the DSAP. As
362 he sees it, it is the County's "asking" that is not based on the DSAP or an otherwise formal
363 agreement between the County and the Landowner. There is a public/private partnership that
364 starts with the County authorizing certain development with certain conditions. The problem,
365 it seems, is that no one addressed funding the public recreation improvements up front in the
366 DSAP, which, in his experience, is uncommon, and it is uncommon not to have a policy dealing
367 with what those contributions are. Shifting to the present, Mr. Rhodes' understanding was that
368 the County asked the Landowner to develop comprehensive policies for public recreation,
369 including improvements, sometime in the future, that the County can incorporate into its plans
370 so it can apply, prospectively, to developments. Concurrently, BHB is doing the civic facilities
371 program and determining the needs, based on the development program for the Landowner.
372 He asked why the County will not wait for these two well reputed projects to proceed, put the
373 conclusions together, then figure out what makes sense and move forward, as opposed to an
374 ad-hoc negotiation, which no one would necessarily want to be bound to, given that the results
375 of the BHV and AECOM studies are not known.

376 Mr. Stankiewicz stated that he respects Mr. Rhodes' opinion and he cannot speak for
377 the BOCC so he would not answer the questions, as he does not have authority to do so. He
378 agreed about the land but felt that the misconception is that the County is asking the Developer
379 or the District to pay 100% of the costs. He agreed that the 24,000-acre civic study is useful but

380 the County’s issue is that they are moving forward with a 20-acre parcel that they could be
381 developing now, in conjunction with the development going on with the first phase in Wildlight
382 or Phase 2. In his opinion this can be done now.

383 Mr. Hahaj felt that much of this is a conversation between the Landowner and the
384 County, which does not necessarily involve the District. He thanked Mr. Rhodes for his
385 comments and leading this back to the discussions about sequencing and what is required now
386 versus in the future. He felt that the process is what is important so that this issue of the “cart
387 before the horse” can be resolved.

388 Mr. Roach asked if the BOCC understands that the District Board is confined by the
389 Sunshine Law; therefore, in order for the District Board to attend a BOCC meeting, it must be
390 properly advertised. Mr. Stankiewicz stated that the County would advertise it as a joint
391 meeting.

392

393 **FOURTEENTH ORDER OF BUSINESS** **Adjournment**

394

395 There being nothing further to discuss, the meeting adjourned.

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397 **On MOTION by Mr. Rhodes and seconded by Mr. Hahaj, with all in favor, the**
398 **meeting adjourned at 11:03 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**EAST NASSAU
STEWARDSHIP DISTRICT**

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**EAST NASSAU STEWARDSHIP DISTRICT
BOARD OF SUPERVISORS
FISCAL YEAR 2018/2019 MEETING DATES**

The Board of Supervisors of the East Nassau Stewardship District will hold their regular meetings for Fiscal Year 2018/2019 at Florida State College, Nassau Center, 76346 William Burgess Boulevard, Yulee, Florida 32097 on the third Thursday at 10:00 a.m., unless otherwise indicated, as follows:

October 18, 2018
November 6, 2018 (*Landowners' Meeting*)
November 15, 2018
December 20, 2018
January 17, 2019
February 21, 2019
March 21, 2019
April 18, 2019
May 16, 2019
June 20, 2019
July 18, 2019
August 15, 2019
September 19, 2019

The meetings are open to the public and will be conducted in accordance with the provision of Florida law. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 or by calling (561) 571-0010.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 571-0010 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager