WEST PORT COMMUNITY DEVELOPMENT DISTRICT  
(CHARLOTTE COUNTY, FLORIDA) 
$6,640,000+  
Special Assessment Bonds, Series 2020  
(Assessment Area One – 2020 Project) 

Dated: Date of Delivery  
Due: As shown below.  

The West Port Community Development District Special Assessment Bonds, Series 2020 (Assessment Area One – 2020 Project) (the “Series 2020 Bonds”) are being issued by the West Port Community Development District (the "District" or "Issuer") only in fully registered form, without coupons, in denominations of $5,000 and any integral multiple thereof.

The District is a local unit of special purpose government of the State of Florida (the "State"), created pursuant to the Uniform Community Development District Act of 1989, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance No. 2019-023 enacted by the Board of County Commissioners of the Charlotte County, Florida (the "County"), on October 22, 2019 and becoming effective on October 23, 2019 (the "Ordinance"). The District was created for the purpose of delivering certain community development services and facilities for the benefit of District Lands (as hereinafter defined), and has previously determined to undertake in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of certain District Lands. 

The Series 2020 Bonds will bear interest at the fixed rates set forth on the inside cover, calculated on the basis of a 360-day year comprised of twelve 30-day months, payable semi-annually on each May 1 and November 1, commencing November 1, 2020. The Series 2020 Bonds, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC") of New York, New York. Purchases of beneficial interest in the Series 2020 Bonds will be made only in book-entry form. Accordingly, principal and interest on the Series 2020 Bonds will be paid from sources described below by Regions Bank, as trustee (the "Trustee") directly to DTC as the registered owner thereof. Disbursements of such payments to the DTC Participants (as hereinafter defined) is the responsibility of DTC and disbursements of such payments to the beneficial owners is the responsibility of the DTC Participants and the Indirect Participants (as hereinafter defined), as more fully described herein. Any purchaser of a beneficial interest in the Series 2020 Bond must maintain an account with a broker or dealer who, as or acts through, a DTC Participant to receive the payment of the principal of and interest on such Series 2020 Bond. See "DESCRIPTION OF THE SERIES 2020 BONDS – Book-Entry Only System" herein.

The Series 2020 Bonds are being issued by the District pursuant to the Act, Resolution No. 2020-25, adopted by the Board of Supervisors of the District (the "Board") on October 30, 2019 and Resolution No. 2020-34, adopted by the Board on February 19, 2020 (collectively, the "Bond Resolution"), and a Master Trust Indenture dated as of March 1, 2020 (the "Master Indenture"), as supplemented by a First Supplemental Trust Indenture dated as of March 1, 2020 (the "First Supplemental Indenture" and, together with the Master Indenture, the "Indenture") and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfer in any secondary market for the Series 2020 Bonds. The Series 2020 Bonds are not credit enhanced or rated and no application has been made for a rating with respect to the Series 2020 Bonds. 

The Series 2020 Bonds will be secured by a pledge of the Series 2020 Pledged Revenues. "Series 2020 Pledged Revenues" shall mean (a) all revenues received by the District from the Series 2020 Special Assessments levied and collected on assessable lands within the District, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2020 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2020 Special Assessments, and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the Indenture created and established with respect to or for the benefit of the Series 2020 Bonds; provided, however, that Series 2020 Pledged Revenues shall not include (A) any moneys transferred to the Series 2020 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2020 Costs of Issuance Account within the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the District under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS" herein.

The Series 2020 Bonds are subject to mandatory, voluntary sinking fund and extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein. See "DESCRIPTION OF THE SERIES 2020 BONDS – Redemption Provisions" herein.

The Series 2020 Bonds are to be issued in definitive fully registered form. 

The initial sale of the Series 2020 Bonds is subject to certain conditions precedent, including, without limitation, receipt of the opinion of Greenberg Traurig, P.A., West Palm Beach, Florida, Bond Counsel, as to the validity of the Series 2020 Bonds and the legality of the interest therefrom from gross income for federal income tax purposes. Certain legal matters will be passed upon by the District for its counsel, Hopping Green & Sams P.A., Tallahassee, Florida, for the Assessment Area One Developer (as hereinafter defined) by its counsel, Greene Hamrick Quinlan & Schermoer, P.A., Bradenton, Florida, and for the Underwriter by its counsel, GrayRobinson, P.A., Tampa, Florida. It is expected that the Series 2020 Bonds will be delivered in book-entry form through the facilities of DTC on or about March ___, 2020.

FMSBonds, Inc. 

Dated: March __, 2020  

* Preliminary, subject to change. ** The District is not responsible for the CUSIP numbers, nor is any representation made as to their correctness. The CUSIP numbers are included solely for the convenience of the readers of this Limited Offering Memorandum.
WEST PORT COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS

James P. Harvey, Chairman*
Dave Truxton, Vice Chairman*
Paul Martin, Assistant Secretary*
Donald Schrotenboer, Assistant Secretary**
Mary E. Moulton, Assistant Secretary**

* Employee of, or affiliated with, the Assessment Area One Developer
** Employee of, or affiliated with, another anticipated developer of District Lands

DISTRICT MANAGER/METHODOLOGY CONSULTANT

Wrathell, Hunt and Associates, LLC
Boca Raton, Florida

DISTRICT COUNSEL

Hopping Green & Sams P.A.
Tallahassee, Florida

BOND COUNSEL

Greenberg Traurig, P.A.
West Palm Beach, Florida

DISTRICT ENGINEER

Morris Engineering & Consulting LLC
Lakewood Ranch, Florida
NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DISTRICT. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE SERIES 2020 BONDS AND THERE SHALL BE NO OFFER, SOLICITATION, OR SALE OF THE SERIES 2020 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 ASSESSMENT AREA ONE DEVELOPER (AS HEREINAFTER DEFINED), THE DISTRICT, PUBLIC DOCUMENTS, RECORDS AND OTHER SOURCES, WHICH SOURCES ARE BELIEVED TO BE RELIABLE BUT WHICH INFORMATION IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF, THE UNDERWRITER NAMED ON THE COVER PAGE OF THIS LIMITED OFFERING MEMORANDUM. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN CONTAINED ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT OR THE ASSESSMENT AREA ONE DEVELOPER OR IN THE STATUS OF THE DEVELOPMENT OR THE ASSESSMENT AREA ONE – 2020 PROJECT (AS SUCH TERMS ARE HEREINAFTER DEFINED) SINCE THE DATE HEREOF.


"FORWARD-LOOKING STATEMENTS" ARE USED IN THIS DOCUMENT BY USING FORWARD LOOKING WORDS SUCH AS "MAY," "WILL," "SHOULD," "INTENDS," "EXPECTS," "BELIEVES," "ANTICIPATES," "ESTIMATES," OR OTHERS. THE READER IS CAUTIONED THAT FORWARD-LOOKING STATEMENTS ARE SUBJECT TO A VARIETY OF UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER FROM THE PROJECTED RESULTS. THOSE RISKS AND UNCERTAINTIES INCLUDE GENERAL ECONOMIC AND BUSINESS CONDITIONS, CONDITIONS IN THE FINANCIAL MARKETS AND REAL ESTATE MARKET, THE DISTRICT'S COLLECTION OF SERIES 2020 SPECIAL ASSESSMENTS (AS HEREINAFTER
DEFINED), AND VARIOUS OTHER FACTORS WHICH MAY BE BEYOND THE DISTRICT'S AND THE ASSESSMENT AREA ONE DEVELOPER'S CONTROL. BECAUSE THE DISTRICT AND THE ASSESSMENT AREA ONE DEVELOPER CANNOT PREDICT ALL FACTORS THAT MAY AFFECT FUTURE DECISIONS, ACTIONS, EVENTS, OR FINANCIAL CIRCUMSTANCES, WHAT ACTUALLY HAPPENS MAY BE DIFFERENT FROM WHAT IS INCLUDED IN FORWARD-LOOKING STATEMENTS.

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

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

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

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTRODUCTION</td>
<td>1</td>
</tr>
<tr>
<td>PURPOSE OF THE SERIES 2020 BONDS</td>
<td>2</td>
</tr>
<tr>
<td>DESCRIPTION OF THE SERIES 2020 BONDS</td>
<td>3</td>
</tr>
<tr>
<td>General Description</td>
<td>3</td>
</tr>
<tr>
<td>Redemption Provisions</td>
<td>4</td>
</tr>
<tr>
<td>Purchase of Series 2020 Bonds</td>
<td>6</td>
</tr>
<tr>
<td>Book-Entry Only System</td>
<td>7</td>
</tr>
<tr>
<td>SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS</td>
<td>9</td>
</tr>
<tr>
<td>General</td>
<td>9</td>
</tr>
<tr>
<td>Prepayment of Series 2020 Special Assessments</td>
<td>10</td>
</tr>
<tr>
<td>Covenant Against Sale or Encumbrance</td>
<td>10</td>
</tr>
<tr>
<td>Additional Obligations</td>
<td>10</td>
</tr>
<tr>
<td>Acquisition and Construction Accounts</td>
<td>11</td>
</tr>
<tr>
<td>Series 2020 Reserve Account</td>
<td>12</td>
</tr>
<tr>
<td>Deposit and Application of the Series 2020 Pledged Revenues</td>
<td>12</td>
</tr>
<tr>
<td>Investments</td>
<td>14</td>
</tr>
<tr>
<td>Master Indenture Provisions Relating to Bankruptcy of Assessment Area</td>
<td>14</td>
</tr>
<tr>
<td>Other Obligated Person</td>
<td>14</td>
</tr>
<tr>
<td>Events of Default and Remedies</td>
<td>15</td>
</tr>
<tr>
<td>ENFORCEMENT OF ASSESSMENT COLLECTIONS</td>
<td>17</td>
</tr>
<tr>
<td>General</td>
<td>17</td>
</tr>
<tr>
<td>Direct Billing and Foreclosure Procedure</td>
<td>18</td>
</tr>
<tr>
<td>Uniform Method Procedure</td>
<td>19</td>
</tr>
<tr>
<td>BONDOWNERS’ RISKS</td>
<td>22</td>
</tr>
<tr>
<td>Concentration of Land Ownership</td>
<td>22</td>
</tr>
<tr>
<td>Bankruptcy and Related Risks</td>
<td>22</td>
</tr>
<tr>
<td>Series 2020 Special Assessments Are Non-Recourse</td>
<td>23</td>
</tr>
<tr>
<td>Regulatory and Environmental Risks</td>
<td>23</td>
</tr>
<tr>
<td>Economic Conditions and Changes in Development Plans</td>
<td>24</td>
</tr>
<tr>
<td>Other Taxes and Assessments</td>
<td>24</td>
</tr>
<tr>
<td>Limited Secondary Market for Series 2020 Bonds</td>
<td>25</td>
</tr>
<tr>
<td>Inadequacy of Reserve Account</td>
<td>25</td>
</tr>
<tr>
<td>Legal Delays</td>
<td>25</td>
</tr>
<tr>
<td>IRS Examination and Audit Risk</td>
<td>26</td>
</tr>
<tr>
<td>Loss of Exemption from Securities Registration</td>
<td>27</td>
</tr>
<tr>
<td>Federal Tax Reform</td>
<td>28</td>
</tr>
<tr>
<td>State Tax Reform</td>
<td>28</td>
</tr>
<tr>
<td>Insufficient Resources or Other Factors Causing Failure to Complete</td>
<td>28</td>
</tr>
<tr>
<td>the Assessment Area</td>
<td></td>
</tr>
<tr>
<td>One - 2020 Project or the Construction of Homes within Assessment</td>
<td>28</td>
</tr>
<tr>
<td>Area One</td>
<td></td>
</tr>
<tr>
<td>Cybersecurity</td>
<td>29</td>
</tr>
<tr>
<td>Payment of Series 2020 Special Assessments after Bank Foreclosure</td>
<td>29</td>
</tr>
<tr>
<td>ESTIMATED SOURCES AND USES OF FUNDS</td>
<td>30</td>
</tr>
<tr>
<td>DEBT SERVICE REQUIREMENTS</td>
<td>31</td>
</tr>
<tr>
<td>THE DISTRICT</td>
<td>32</td>
</tr>
</tbody>
</table>
General Information ................................................................. 32
Legal Powers and Authority .................................................. 32
Board of Supervisors .............................................................. 32
The District Manager and Other Consultants .......................... 34
No Outstanding Indebtedness .................................................. 34

THE CAPITAL IMPROVEMENT PLAN AND THE ASSESSMENT AREA ONE PROJECT ........ 35

ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS .................. 37

THE DEVELOPMENT ............................................................................................................................................ 39
General ................................................................................................................................................................. 39
Land Acquisition and Finance Plan ........................................... 40
Development Plan and Status ................................................... 40
Builder Contracts and the Builders ........................................ 41
Residential Product Offerings .................................................. 43
Zoning, Permitting and Development Approvals ..................... 44
Environmental .............................................................................................................................................. 44
Amenities ......................................................................................................................................................... 45
Utilities ......................................................................................................................................................... 45
Taxes, Fees and Assessments .................................................... 46
Education ......................................................................................................................................................... 46
Competition .................................................................................................................................................. 47
Developer Agreements .............................................................. 47

THE ASSESSMENT AREA ONE DEVELOPER .................................................................................. 47

TAX MATTERS .................................................................................................................................................. 48
General ......................................................................................................................................................... 48
Original Issue Discount and Premium ....................................... 49
Changes in Federal and State Tax Law ...................................... 50
Information Reporting and Backup Withholding ...................... 50

AGREEMENT BY THE STATE ...................................................................................................................... 51

LEGALITY FOR INVESTMENT .......................................................................................................................... 51

SUITABILITY FOR INVESTMENT ...................................................................................................................... 51

ENFORCEABILITY OF REMEDIES .................................................................................................................. 51

LITIGATION .................................................................................................................................................... 51
The District ......................................................................................................................................................... 51
The Assessment Area One Developer .......................................... 52

CONTINGENT FEES ........................................................................................................................................ 52

NO RATING ..................................................................................................................................................... 52

EXPERTS ............................................................................................................................................................ 52

FINANCIAL INFORMATION ............................................................................................................................... 52

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS ..................................................... 53

CONTINUING DISCLOSURE ............................................................................................................................... 53

UNDERWRITING ............................................................................................................................................ 53

VALIDATION .................................................................................................................................................... 54
INTRODUCTION

The purpose of this Limited Offering Memorandum is to set forth certain information in connection with the offering for sale by the West Port Community Development District (the "District" or "Issuer") of its $6,640,000* Special Assessment Bonds, Series 2020 (Assessment Area One – 2020 Project) (the "Series 2020 Bonds").


The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and Ordinance No. 2019-023 enacted by the Board of County Commissioners of the Charlotte County, Florida (the "County"), on October 22, 2019 and becoming effective on October 23, 2019 (the "Ordinance"). The District was created for the purpose of delivering certain community development services and facilities for the benefit of District Lands (as hereinafter defined) and has previously determined to undertake in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of certain District Lands. The Act authorizes the District to issue bonds for the purpose of, among others, financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping water management, water supply, sewer and wastewater management, bridges or culverts, public roads, street lights and other basic infrastructure projects within or without the boundaries of the District as provided in the Act.

The District is being developed as a master-planned community known as "West Port" in an unincorporated area of the County (the "Development"). The boundaries of the District include approximately 434.68 gross acres of land (the "District Lands"). At buildout, the Development is expected to contain approximately 1,103 residential units comprised of both single-family and paired villa units, 590 residential multi-family units, and approximately 12.14 acres planned for commercial/retail use. The Development is located between El Jobean (State Road 776) and U.S. Highway 41, east of Biscayne Drive. See "THE DEVELOPMENT" herein.

Separate assessment areas have been created within the District to facilitate its financing and development plan. Only a portion of Assessment Area One is being developed and financed at this time. Assessment Area One contains approximately 120.85 gross acres and is planned for 431 single-family

* Preliminary, subject to change.
residential units. The Series 2020 Bonds will be secured by the Series 2020 Special Assessments which will be levied initially across all of the gross acres in Assessment Area One. As the lots are platted, the Series 2020 Special Assessments are expected to be assigned to the first 320 platted lots within Assessment Area One. Additional bonds are expected to be issued to finance the infrastructure associated with the remainder of Assessment Area One (which is planned for 111 single-family residential units) and the other assessment areas. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein.

KLP West Port LLC, a Delaware limited liability company (the "Assessment Area One Developer"), is the sole owner of the land in Assessment Area One of the District. See "THE ASSESSMENT AREA ONE DEVELOPER" herein for more information regarding the Assessment Area One Developer. The Assessment Area One Developer or the District will install the master and parcel infrastructure within Assessment Area One and the Assessment Area One Developer will sell developed finished lots to homebuilders in a series of takedowns, which include Lennar Homes, Maronda Homes, and M/I Homes (as each is defined herein and, collectively, the "Builders"). See "THE DEVELOPMENT" herein for more information.

The Series 2020 Bonds are being issued by the District pursuant to the Act, Resolution No. 2020-25, adopted by the Board of Supervisors of the District (the "Board") on October 30, 2019 and Resolution No. 2020-34, adopted by the Board on February 19, 2020 (collectively, the "Bond Resolution"), and a Master Trust Indenture dated as of March 1, 2020 (the "Master Indenture"), as supplemented by a First Supplemental Trust Indenture dated as of March 1, 2020 (the "First Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and Regions Bank, as trustee (the "Trustee"). Capitalized terms not defined herein shall have the meanings assigned to them in the Indenture. See "APPENDIX A: PROPOSED FORMS OF MASTER INDENTURE AND FIRST SUPPLEMENTAL INDENTURE" herein.

There follows in this Limited Offering Memorandum a brief description of the District, the Assessment Area One Developer, the Builders, the Development, the Assessment Area One - 2020 Project (as defined herein) and summaries of the terms of the Series 2020 Bonds, the Indenture and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such documents and statute, and all references to the Series 2020 Bonds are qualified by reference to the definitive form thereof and the information with respect thereto contained in the Indenture. The proposed forms of the Master Indenture and First Supplemental Indenture appear in APPENDIX A attached hereto.

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

**PURPOSE OF THE SERIES 2020 BONDS**

Proceeds of the Series 2020 Bonds will be used to provide funds for (i) paying the Costs of acquiring and/or constructing a portion of the Assessment Area One – 2020 Project, (ii) funding Capitalized Interest through at least November 1, 2020, (iii) the funding of the Series 2020 Reserve Account (as defined herein) in an amount equal to the Series 2020 Reserve Requirement (as defined herein), and (iv) the payment of the costs of issuance of the Series 2020 Bonds.
DESCRIPTION OF THE SERIES 2020 BONDS

General Description

The Series 2020 Bonds are issuable only as fully registered bonds, without coupons, in the denominations of $5,000 and any integral multiple thereof except as otherwise provided in the Indenture. The Series 2020 Bonds will mature and be subject to the redemption provisions set forth herein, on the dates and in the amounts set forth on the inside cover page hereof.

The Series 2020 Bonds shall be dated as of the date of initial delivery. Interest on the Series 2020 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption in full. "Interest Payment Date" means May 1 and November 1 of each year, commencing on November 1, 2020, each Quarterly Redemption Date (defined in the First Supplemental Indenture as February 1, May 1, August 1 and November 1 of any calendar year) and any other date the principal of the Series 2020 Bonds is paid. Interest on the Series 2020 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to November 1, 2020, in which case from the date of initial delivery of the Series 2020 Bonds or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date. Interest on the Series 2020 Bonds will be computed in all cases on the basis of a 360-day year consisting of twelve 30-day months.

Upon initial issuance, the ownership of the Series 2020 Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC") of New York, New York, and purchases of beneficial interests in the Series 2020 Bonds will be made in book-entry only form. As long as the Series 2020 Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes under the Indenture. DTC 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 Series 2020 Bonds ("Beneficial Owners"). Principal of and interest on any Series 2020 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 District. Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Series 2020 Bonds, through DTC Participants and Indirect Participants. During the period for which Cede & Co. is registered owner of the Series 2020 Bonds, any notices to be provided to any Beneficial Owner of such Series 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. In the event DTC, any successor of DTC or the District, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time. See "DESCRIPTION OF THE SERIES 2020 BONDS – Book-Entry Only System" below.

The Series 2020 Bonds will initially be sold only to "accredited investors" within the meaning under Chapter 517, Florida Statutes, as amended, and the rules of the Florida Department of Financial
Services promulgated thereunder, although there is no limitation on resales of the Series 2020 Bonds. See "SUITABILITY FOR INVESTMENT" below.

Regions Bank is initially serving as the Trustee, Registrar and Paying Agent for the Series 2020 Bonds.

Redemption Provisions

Optional Redemption

The Series 2020 Bonds may, at the option of the District, provided written notice thereof has been sent to the Trustee at least 45 days prior to the redemption date (unless the Trustee will accept less than 45 days' notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after November 1, 20__ (less than all Series 2020 Bonds of a maturity to be selected randomly), at a Redemption Price equal to the principal amount of Series 2020 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2020 Optional Redemption Subaccount of the Series 2020 Redemption Account established under the First Supplemental Indenture.

Mandatory Sinking Fund Redemption

The Series 2020 Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

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<th>Year</th>
<th>Mandatory Sinking Fund Redemption Amount</th>
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*Maturity

The Series 2020 Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

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</table>

*Maturity

Upon any redemption of Series 2020 Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2020 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2020 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2020 Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

**Extraordinary Mandatory Redemption**

The Series 2020 Bonds are subject to extraordinary mandatory redemption prior to maturity by the District in whole or in part, on any date (other than in the case of clause (i) below which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2020 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:
(i) from Series 2020 Prepayment Principal deposited into the Series 2020 Prepayment Subaccount of the Series 2020 Bond Redemption Account (taking into account the credit from the Series 2020 Reserve Account pursuant to the First Supplemental Indenture) following the Prepayment in whole or in part of the Series 2020 Special Assessments on any assessable property within the District in accordance with the provisions of the First Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2020 Funds, Accounts and subaccounts in the Funds and Accounts (other than the Series 2020 Rebate Fund and the Series 2020 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2020 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the First Supplemental Indenture.

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2020 Acquisition and Construction Account not otherwise reserved to complete a portion of the Assessment Area One – 2020 Project and which have been transferred to the Series 2020 General Redemption Subaccount of the Series 2020 Bond Redemption Account.

**Notice of Redemption and of Purchase**

When required to redeem or purchase any Series 2020 Bonds under any provision of the Indenture or directed to do so by the District, the Trustee shall cause notice of the redemption, either in whole or in part, to be given by Electronic Means or mailed by first-class mail, postage prepaid, at least 30 but not more than 60 days prior to the redemption or purchase date to all Owners of Series 2020 Bonds to be redeemed or purchased (as such Owners appear on the Bond Register on the fifth day prior to such mailing), at their registered addresses, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption or purchase of the Series 2020 Bonds for which notice was duly mailed in accordance with the Master Indenture.

If at the time of mailing of notice of redemption or purchase, the District shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem or purchase all the Series 2020 Bonds called for redemption or purchase, such notice shall state that it is subject to the deposit of the redemption or purchase moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption or purchase date, and such notice shall be of no effect unless such moneys are so deposited. If the amount of funds deposited with the Trustee for such redemption, or otherwise available, is insufficient to pay the Redemption Price and accrued interest on the Bonds of the Series 2020 Bonds so called for redemption on the redemption date, the Trustee shall redeem and pay on such date an amount of the Series 2020 Bonds for which funds are sufficient, selecting the Series 2020 Bonds to be redeemed randomly from among all Series 2020 Bonds called for redemption on such date, and among different maturities of the Series 2020 Bonds in the same manner as the initial selection of the Series 2020 Bonds to be redeemed, and from and after such redemption date, interest on such Series 2020 Bonds or portions thereof not so paid shall cease to accrue and become payable; but interest on any Series 2020 Bonds or portions thereof not so paid shall continue to accrue until paid at the same rate as it would have had such Series 2020 Bonds not been called for redemption.

**Purchase of Series 2020 Bonds**

At the written direction of the District, the Trustee shall apply moneys from time to time available in the Series 2020 Sinking Fund Account to the purchase of the Series 2020 Bonds which mature in the aforesaid years, at prices not higher than the principal amount thereof, in lieu of redemption as aforesaid, provided that firm purchase commitments can be made before the notice of redemption would otherwise be required to be given.
Book-Entry Only System

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

DTC will act as securities depository for the Series 2020 Bonds. The Series 2020 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2020 Bond certificate will be issued for each maturity of the Series 2020 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

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

Purchases of Series 2020 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2020 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2020 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 2020 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2020 Bonds, except in the event that use of the book-entry system for the Series 2020 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2020 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2020 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2020 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2020 Bonds...
are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2020 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2020 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2020 Bond documents. For example, Beneficial Owners of Series 2020 Bonds may wish to ascertain that the nominee holding the Series 2020 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2020 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2020 Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2020 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 2020 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions,* and interest payments on the Series 2020 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions,* and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2020 Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2020 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 2020 Bond certificates will be printed and delivered to DTC.

* Not applicable to the Series 2020 Bonds.
SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS

General


The Series 2020 Bonds will be secured by a pledge of the Series 2020 Pledged Revenues. "Series 2020 Pledged Revenues" shall mean (a) all revenues received by the District from the Series 2020 Special Assessments (as defined herein) levied and collected on assessable lands within the District, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2020 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2020 Special Assessments, and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the First Supplemental Indenture created and established with respect to or for the benefit of the Series 2020 Bonds; provided, however, that Series 2020 Pledged Revenues shall not include (A) any moneys transferred to the Series 2020 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2020 Costs of Issuance Account within the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the District under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the First Supplemental Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso).

"Series 2020 Special Assessments" shall mean a portion of the Special Assessments levied on the assessable lands within Assessment Area One of the District as a result of the District's acquisition and/or construction of a portion of the Assessment Area One - 2020 Project, corresponding in amount to the debt service on the Series 2020 Bonds and designated as such in the Assessment Methodology.

The Series 2020 Special Assessments are non-ad valorem special assessments imposed and levied by the District pursuant to Section 190.022 of the Act and the Assessment Resolutions (as defined in the Indenture) and assessment proceedings conducted by the District (together with the Assessment Resolutions, the "Assessment Proceedings"). Non-ad valorem assessments are not based on millage and are not taxes, but are a lien against the homestead as permitted in Section 4, Article X of the Florida State Constitution. The Assessment Methodology, which describes the methodology for allocating the Series 2020 Special Assessments to the lands within the District, is included as APPENDIX D attached hereto.

In the Master Indenture, the District will covenant that, if any Series 2020 Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any such Series 2020 Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make such Series 2020 Special Assessment when it might have done so, the District shall either (i) take all necessary steps to cause a new Series 2020 Special Assessment to be made for the whole or any part of said improvement or against any
property benefited by said improvement, or (ii) in its sole discretion, make up the amount of such Series 2020 Special Assessment from any legally available moneys, which moneys shall be deposited into the Series 2020 Revenue Account. In case such second Series 2020 Special Assessment shall be annulled, the District shall obtain and make other Series 2020 Special Assessments until a valid Series 2020 Special Assessment shall be made.

Prepayment of Series 2020 Special Assessments

Pursuant to the Assessment Proceedings, an owner of property subject to the Series 2020 Special Assessments may, at its option, prepay the entire principal balance of such Special Assessment at any time or a portion of the amount such Special Assessment up to two times, plus accrued interest to the next succeeding interest payment date on the Series 2020 Bonds (or the next succeeding interest payment date if such prepayment is made within 45 calendar days before an interest payment date). Prepayment of such Special Assessment does not entitle the property owner to any discounts for early payment.

Pursuant to the Act, an owner of property subject to the levy of Series 2020 Special Assessments may pay the entire balance of the Series 2020 Special Assessments remaining due, without interest, within 30 days after the Assessment Area One – 2020 Project has been completed or acquired by the District and the Board has adopted a resolution accepting the Assessment Area One – 2020 Project pursuant to Chapter 170.09, Florida Statutes. The Assessment Area One Developer will waive this right on behalf of itself and its successors and assigns for the property that it owns in Assessment Area One in connection with the issuance of the Series 2020 Bonds.


Covenant Against Sale or Encumbrance

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

Additional Obligations

In the First Supplemental Indenture, other than in connection with the issuance of refunding bonds to be secured by the Series 2020 Special Assessments, the District will covenant not to issue any Bonds or other debt obligations secured by the Series 2020 Special Assessments. Prior to the Series 2020 Special Assessments being Substantially Absorbed (as defined below), the District may issue other additional Bonds or other debt obligations secured by Special Assessments levied against unplatted assessable lands within Assessment Area One that are subject to the Series 2020 Special Assessments provided that the maximum annual amount of the Special Assessments to secure additional bonds or other debt obligations does not exceed $1,400 for each planned and zoned lot (excluding collection fees and early payment discount). The District, the Trustee and the District Manager may rely on a written certification from the Consulting Engineer as to the number of lots planned and evidence provided by the Consulting Engineer that the zoning is in place to support that number of planned lots within Assessment Area One. Once the Series 2020 Special Assessments have been Substantially Absorbed, the District may issue Bonds or other debt obligations on assessable lands within Assessment Area One that are subject to the Series 2020 Special
Assessments without limit as to the principal amount. "Substantially Absorbed" shall mean the date at least 90% of the principal portion of the Series 2020 Special Assessments have been assigned to residential units that have received certificates of occupancy. Nothing herein shall prohibit the District from issuing additional Bonds or other debt obligations on lands that are not being assessed by Series 2020 Special Assessments. Notwithstanding any of the foregoing, the District shall not be precluded from issuing additional Bonds or other debt obligations secured by Special Assessments or other non-ad valorem assessments on any assessable lands within Assessment Area One in connection with capital projects that are necessary for the health, safety and welfare of its residents or to remediate a natural disaster. The Trustee may rely on written notice from the District Manager that the Series 2020 Special Assessments have been Substantially Absorbed. The District and the Trustee may rely on a written certificate from the District Manager regarding the status of the aforementioned platting, residential units and maximum annual amount of Special Assessments. Notwithstanding any provision in the Indenture to the contrary, the District may issue other Bonds or debt obligations secured by Special Assessments on lands within Assessment Area One other than the Series 2020 Special Assessments, at any time upon the written consent of the Majority Holders. Nothing herein prohibits the District from issuing Bonds on lands which do not contain Series 2020 Special Assessments.

Additional Considerations

The District and/or other public entities may impose taxes or other special assessments on the same properties encumbered by the Series 2020 Special Assessments without the consent of the Owners of the Series 2020 Bonds. The District expects to impose certain non-ad valorem special assessments called maintenance assessments, which are of equal dignity with the Series 2020 Special Assessments, on the same lands upon which the Series 2020 Special Assessments are imposed, to fund the maintenance and operation of the District. See "THE DEVELOPMENT – Taxes, Fees and Assessments" and "BONDOWNERS' RISKS" herein for more information.

Acquisition and Construction Accounts

The First Supplemental Indenture establishes a separate account within the Acquisition and Construction Fund designated therein as the "Series 2020 Acquisition and Construction Account" (referred to herein as the "Series 2020 Acquisition and Construction Account"). Proceeds of the Series 2020 Bonds will be deposited into the Series 2020 Acquisition and Construction Account in the amount set forth in the First Supplemental Indenture, together with any moneys transferred to the Series 2020 Acquisition and Construction Account, and such moneys in the Series 2020 Acquisition and Construction Account shall be applied as set forth in the Indenture. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached to the First Supplemental Indenture, the Trustee shall withdraw moneys from the Series 2020 Acquisition and Construction Account and pay such moneys to the Person such requisition so directs.

After the Completion Date, any moneys remaining in the Series 2020 Acquisition and Construction Account, as evidenced in writing from the District or from the District Manager, on behalf of the District to the Trustee, shall be transferred to the Series 2020 General Redemption Subaccount of the Series 2020 Bond Redemption Account. See "DESCRIPTION OF THE SERIES 2020 BONDS – Redemption Provisions – Extraordinary Mandatory Redemption" herein.

See "APPENDIX A: PROPOSED FORMS OF MASTER INDENTURE AND FIRST SUPPLEMENTAL INDENTURE" attached hereto for more information.
Series 2020 Reserve Account

The First Supplemental Indenture establishes a "Series 2020 Reserve Account" within the Reserve Fund for the Series 2020 Bonds (referred to herein as the "Series 2020 Reserve Account"). The Series 2020 Reserve Account will, at the time of delivery of the Series 2020 Bonds, be funded from a portion of the proceeds of the Series 2020 Bonds in the amount of the Series 2020 Reserve Requirement. The "Series 2020 Reserve Requirement" shall mean initially an amount equal to 50% of the maximum annual debt service on the Series 2020 Bonds determined on the date of issuance, which amount is subject to reduction pursuant to the First Supplemental Indenture. Any amount in the Series 2020 Reserve Account may, upon final maturity or redemption of all Outstanding Series 2020 Bonds, be used to pay principal of and interest on the Series 2020 Bonds at that time. The Series 2020 Reserve Requirement shall be equal to $______.

Upon satisfaction of such conditions as certified in writing by the District Manager to the Trustee with respect to clause (i), upon which the Trustee may conclusively rely, the Trustee shall reduce the Reserve Requirement and deposit such excess moneys in the Series 2020 Reserve Account caused by such reduction into the Series 2020 Acquisition and Construction Account.

Moneys deposited into the Series 2020 Reserve Account shall be applied for the purposes provided in the Indenture. On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2020 Reserve Account and transfer any excess therein above the Series 2020 Reserve Requirement caused by investment earnings to the Series 2020 Acquisition and Construction Account until the Completion Date and thereafter to the Series 2020 Revenue Account.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2020 Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2020 Bonds to the General Redemption Subaccount of the Series 2020 Bond Redemption Account if, as a result of the application of the provisions of the Master Indenture relating to remedies in Events of Default, the proceeds received from lands sold subject to the Series 2020 Special Assessments and applied to redeem a portion of the Series 2020 Bonds are less than the principal amount of such Series 2020 Bonds indebtedness attributable to such lands.

It shall be an event of default under the Indenture if at any time the amount in the Series 2020 Reserve Account established thereunder is less than the Series 2020 Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Series 2020 Reserve Requirement of the Series 2020 Bonds and such amount has not been restored within 30 days of such withdrawal.

Deposit and Application of the Series 2020 Pledged Revenues

The First Supplemental Indenture establishes a "Series 2020 Revenue Account" within the Revenue Fund for the Series 2020 Bonds (referred to herein as the "Series 2020 Revenue Account"). All Funds and Accounts described under this heading are those created and established pursuant to the First Supplemental Indenture.

Pursuant to the First Supplemental Indenture, the Series 2020 Special Assessments (except for Prepayments of Series 2020 Special Assessments, which shall be identified as such by the District to the Trustee and deposited in the Series 2020 Prepayment Subaccount) shall be deposited by the Trustee into the Series 2020 Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2020 Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:
FIRST, upon receipt but no later than the Business Day next preceding each November 1 commencing November 1, 2020, to the Series 2020 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2020 Bonds becoming due on the next succeeding November 1, less any amount on deposit in such Series 2020 Capitalized Interest Account or the Series 2020 Interest Account not previously credited;

SECOND, upon receipt but no later than the Business Day preceding each May 1 commencing May 1, 2021, to the Series 2020 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2020 Bonds becoming due on the next succeeding May 1, less any amount on deposit in the Series 2020 Capitalized Interest Account or the Series 2020 Interest Account not previously credited;

THIRD, no later than the Business Day preceding each November 1, commencing November 1, 20__, to the Series 2020 Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Series 2020 Bonds subject to sinking fund redemption on such November 1, less any amount on deposit in such Series 2020 Sinking Fund Account not previously credited;

FOURTH, no later than the Business Day next preceding the November 1, which is the principal payment date for any Series 2020 Bonds, to the Series 2020 Principal Account of the Debt Service Fund, an amount equal to the principal amount of Series 2020 Bonds Outstanding maturing on such November 1, less any amounts on deposit in the Series 2020 Principal Account not previously credited;

FIFTH, notwithstanding the foregoing, at any time the Series 2020 Bonds are subject to redemption on a date which is not an Interest Payment Date, the Trustee shall be authorized to transfer to the Series 2020 Interest Account, the amount necessary to pay interest on the Series 2020 Bonds subject to redemption on such date;

SIXTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Series 2020 Bonds remain Outstanding, to the Series 2020 Reserve Account, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement for the Series 2020 Bonds;

SEVENTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be first deposited into the Series 2020 Costs of Issuance Account to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2020 Bonds and next, any balance in the Series 2020 Revenue Account shall remain on deposit in such Series 2020 Revenue Account, unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Series 2020 Rebate Fund, in which case, the District shall direct the Trustee to make such deposit thereto.

Notwithstanding that the District has funded the Series 2020 Capitalized Interest Account to pay interest on the Series 2020 Bonds through at least November 1, 2020, moneys on deposit in the Series 2020 Capitalized Interest Account, including all investment earnings thereon, shall remain on deposit in such Account and be used by the Trustee to pay interest on the Series 2020 Bonds on any subsequent Interest Payment Date if moneys remain after November 1, 2020. When such Account has been depleted of all funds, the Trustee shall be authorized to close such Account.
Investments

The Trustee shall, as directed by the District in writing, invest moneys held in the Series Accounts in the Debt Service Fund, the Series Accounts in the Reserve Fund and any Series Accounts within the Bond Redemption Fund only in Government Obligations and certain types of securities described in the definition of Investment Securities. All deposits in time accounts shall be subject to withdrawal without penalty and all investments shall mature or be subject to redemption by the holder without penalty, not later than the date when the amounts will foreseeably be needed for purposes set forth in the Indenture. All securities securing investments under the Master Indenture shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee, as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than $50,000,000. The interest and income received upon such investments and any interest paid by the Trustee or any other depository of any Fund or Account and any profit or loss resulting from the sale of securities shall be added or charged to the Fund or Account for which such investments are made; provided, however, that if the amount in any Fund or Account equals or exceeds the amount required to be on deposit therein, subject to the provisions of the Indenture, any interest and other income so received shall be deposited in the Series 2020 Revenue Account. Upon request of the District, or on its own initiative whenever payment is to be made out of any Fund or Account, the Trustee shall sell such securities as may be requested to make the payment and restore the proceeds to the Fund or Account in which the securities were held. The Trustee shall not be accountable for any depreciation in the value of any such security or for any loss resulting from the sale thereof, except as provided in the Indenture. If net proceeds from the sale of securities held in any Fund or Account shall be less than the amount invested and, as a result, the amount on deposit in such Fund or Account is less than the amount required to be on deposit in such Fund or Account, the amount of such deficit shall be transferred to such Fund or Account from the Series 2020 Revenue Account.

Absent specific instructions or absent standing instructions from the District for investment of such moneys, then the Trustee shall not be responsible or liable for keeping the moneys invested. The Trustee shall not be liable or responsible for any loss or failure to achieve the highest return, or entitled to any gain, resulting from any investment or sale upon the investment instructions of the District or otherwise. The Trustee may make any investments permitted by the provisions of the Master Indenture through its own bond department or investment department.

The Trustee shall value the assets in each of the Funds and Accounts established under the Indenture 45 days prior to each Interest Payment Date, and as soon as practicable after each such valuation date (but no later than 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 under the Indenture, obligations in which money in such Fund or Account shall have been invested shall be valued at the market value or the amortized cost thereof, whichever is lower, or at the redemption price thereof, to the extent that any such obligation is then redeemable at the option of the holder. See "APPENDIX A: PROPOSED FORMS OF MASTER INDENTURE AND FIRST SUPPLEMENTAL INDENTURE" attached hereto for more information.

Master Indenture Provisions Relating to Bankruptcy of Assessment Area One Developer or Other Obligated Person

The Master Indenture will contain the following provisions which, pursuant to the Master Indenture, shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against the Assessment Area One Developer or other "obligated person" (as defined in the hereinafter defined Disclosure Agreement) (herein, each a "Landowner") 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"). For as long as
any Series 2020 Bonds remain Outstanding, in any Proceeding involving the District, any Landowner or the Series 2020 Special Assessments, the District shall be obligated to act in accordance with direction from the Trustee, and the Trustee, subject to the satisfaction of its rights under the Indenture, shall be obligated to act in accordance with the direction from the Beneficial Owners of at least 25% of the aggregate principal amount of all Outstanding Bonds, with regard to all matters directly or indirectly affecting such Bonds.

The District will acknowledge and agree that, although the Series 2020 Bonds will be issued by the District, the Beneficial Owners of such Series 2020 Bonds are categorically the party with a financial stake in the repayment of the Series 2020 Bonds and, consequently, the party with a vested interest in a Proceeding. In the event of any Proceeding involving any Landowner (a) the District will agree that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2020 Special Assessments, the Series 2020 Bonds or any rights of the Trustee or the Series 2020 Bondholders under the Indenture that is inconsistent with any direction from the Trustee, (b) the Trustee shall have the right, but is not obligated to, vote in any such Proceeding any and all claims of the District, and, if the Trustee chooses to exercise such right, the District shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Landowner, including without limitation, the right to file and/or prosecute any claims, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code and (c) the District shall not challenge the validity or amount of any claim submitted in such Proceeding by the Trustee in good faith or any valuations of any lands submitted by the Trustee in good faith in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the District's claim with respect to the Series 2020 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 will agree that the Trustee shall have the right (i) to file a proof of claim with respect to the Series 2020 Special Assessments, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim. Notwithstanding the provisions of the immediately preceding paragraphs, nothing under this heading shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for operation and maintenance assessments, or claims for moneys or performance under a contract, and the District shall be free to pursue such claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for operation and maintenance assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Special Assessments relating to the Bonds Outstanding whether such claim is pursued by the Issuer or the Trustee. See "BONDOWNERS' RISKS – Bankruptcy Risks" herein for more information.

Events of Default and Remedies

The Master Indenture provide that each of the following shall be an "Event of Default" under the Indenture, with respect to the Series 2020 Bonds:

(a) if payment of any installment of interest on any Series 2020 Bond is not made when it becomes due and payable; or

(b) if payment of the principal or Redemption Price of any Series 2020 Bond is not made when it becomes due and payable at maturity or upon call or presentation for redemption; or
(c) if the District, for any reason, fails in, or is rendered incapable of, fulfilling its obligations under the Indenture or under the Act, which failure or incapacity may reasonably be determined solely by the Majority Holders of the Series 2020 Bonds; or

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

(e) if the District defaults in the due and punctual performance of any other covenant in the Indenture or in the Series 2020 Bonds, and such default continues for 60 days after written notice requiring the same to be remedied shall have been given to the District by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Majority Holders of the Outstanding Series 2020 Bonds; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such 60 day period, no Event of Default shall be deemed to have occurred or exist if, and so long as, the District shall commence such performance within such 60 day period and shall diligently and continuously prosecute the same to completion; or

(f) if at any time the amount in the Series 2020 Reserve Account is less than the Series 2020 Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt Service Requirement on the Series 2020 Bonds and such amount has not been restored within 30 days of such withdrawal; or

(g) more than 20% of the "maintenance special assessments" levied by the District on District lands upon which the Series 2020 Special Assessments are levied to secure the Series 2020 Bonds pursuant to Section 190.021(3), Florida Statutes, as amended, and collected directly by the District have become due and payable and have not been paid, within 90 days when due.

The Trustee shall not be required to rely on any official action, admission or declaration by the District before recognizing that an Event of Default under (c) above has occurred.

No Series 2020 Bonds shall be subject to acceleration. Upon the occurrence and continuance of an Event of Default with respect to the Series 2020 Bonds, no optional redemption and no extraordinary mandatory redemption of such Series 2020 Bonds pursuant to the Indenture shall occur unless all of the Series 2020 Bonds will be redeemed or 100% of the Holders of the Series 2020 Bonds agree to such redemption.

If any Event of Default with respect to the Series 2020 Bonds has occurred and is continuing, the Trustee, in its discretion may, and upon the written request of the Majority Holders of the aggregate principle amount of the Outstanding Series 2020 Bonds and receipt of indemnity to its satisfaction shall, in its capacity as Trustee:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Holders of the Series 2020 Bonds, including, without limitation, the right to require the District to carry out any agreements with, or for the benefit of, the Series 2020 Bondholders and to perform its or their duties under the Act;
(b) bring suit upon the Series 2020 Bonds;

(c) by action or suit in equity require the District to account as if it were the trustee of an express trust for the Holders of the Series 2020 Bonds;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Series 2020 Bonds; and

(e) by other proceeding in law or equity, exercise all rights and remedies provided for by any other document or instrument securing the Series 2020 Bonds.

If any proceeding taken by the Trustee on account of any Event of Default is discontinued or is determined adversely to the Trustee, then the District, the Trustee, the Paying Agent and the Series 2020 Bondholders shall be restored to their former positions and rights under the Indenture as though no such proceeding had been taken.

The Majority Holders of the Series 2020 Bonds then subject to remedial proceedings under the Indenture shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under the Indenture, provided that such directions shall not be otherwise than in accordance with applicable law or the provisions of the Indenture.

No Bondholder of the Series 2020 Bonds shall have any right to pursue any remedy under the Indenture unless (a) the Trustee shall have been given written notice of an Event of Default, (b) the Majority Holders of the Series 2020 Bonds shall have requested the Trustee, in writing, to exercise the powers granted in such Indenture or to pursue such remedy in its or their name or names, (c) the Trustee shall have been offered indemnity satisfactory to it against costs, expenses and liabilities, and (d) the Trustee shall have failed to comply with such request within a reasonable time.

Anything in the Indenture to the contrary notwithstanding, the District will acknowledge in the Indenture that, upon the occurrence of an Event of Default with the Series 2020 Bonds, the Series 2020 Pledged Revenues including, without limitation, all amounts on deposit in the Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (i) may not be used by the District (whether to pay costs of a portion of the Assessment Area One Project or otherwise) without the consent of the Majority Holders, or (ii) the Series 2020 Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holders, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District will covenant not to enter into any contract that would require the further expenditure of funds from the Series 2020 Acquisition and Construction Account and regarding the Assessment Area One Project from and after an Event of Default without the written direction of the Majority Holders of the Series 2020 Bonds.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The primary source of payment for the Series 2020 Bonds is the collection of the Series 2020 Special Assessments imposed on the assessable lands within Assessment Area One within the District specially benefited by the Assessment Area One - 2020 Project pursuant to the Assessment Proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY."

17
The imposition, levy, and collection of Series 2020 Special Assessments must be accomplished in compliance with the provisions of Florida law. Failure by the District, the Charlotte County Tax Collector ("Tax Collector") or the Charlotte County Property Appraiser ("Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Series 2020 Special Assessments during any year. Such delays in the collection of Series 2020 Special Assessments, or complete inability to collect the Series 2020 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 2020 Bonds. See "BONDOWNERS' RISKS." To the extent that landowners fail to pay the Series 2020 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 2020 Bonds.

For the Series 2020 Special Assessment lien to be valid, the Series 2020 Special Assessment lien must meet two requirements: (1) the benefit from the Assessment Area One – 2020 Project to the lands subject to such Series 2020 Special Assessments must exceed or equal the amount of the Series 2020 Special Assessments, and (2) the Series 2020 Special Assessments must be fairly and reasonably allocated across all such benefitted properties. The Methodology Consultant will certify at the time of issuance of the Series 2020 Bonds that these requirements have been met with respect to the Series 2020 Special Assessments. In the event that the Series 2020 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 Series 2020 Special Assessments may need to be reallocated within Assessment Area One within the District 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 Assessment Proceedings, the District may collect the Series 2020 Special Assessments through a variety of methods. Initially, the District will directly collect the Series 2020 Special Assessments, unless the Trustee at the direction of the Majority Holders for the Series 2020 Bonds directs the District otherwise. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY." As lands are platted and sold, the Series 2020 Special Assessments for platted and sold lots will be added to the County tax roll and collected pursuant to the Uniform Method (as herein described) unless the Trustee at the direction of the Majority Holders for the Series 2020 Bonds directs the District otherwise or the timing for using the Uniform Method will not yet allow for using such 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 and Foreclosure Procedure**

As noted above, and pursuant to Chapters 170 and 190 of the Florida Statutes, the District may directly levy, collect and enforce the Series 2020 Special Assessments. In this context, Section 170.10 of the Florida Statutes provides that upon the failure of any property owner to timely pay all or any part of the annual installment of principal and/or interest of a special assessment due, including the Series 2020 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 Series 2020 Special Assessments and the ability to foreclose the lien of such Series 2020 Special Assessments upon the failure to pay such Series 2020 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 Series 2020 Special Assessments. See "BONDOWNERS' RISKS."

**Uniform Method Procedure**

Subject to certain conditions, and for developed lands (as described above), the District may alternatively elect to collect the Series 2020 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 Series 2020 Special Assessments to be levied and then collected in this manner. It is anticipated that the Series 2020 Special Assessments will eventually be collected by the Uniform Method.

If the Uniform Method of collection is used, the Series 2020 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 Series 2020 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 Series 2020 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 Series 2020 Special Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the Series 2020 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 2020 Bonds.

Under the Uniform Method, if the Series 2020 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 2020 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 Series 2020 Special Assessments.
Assessments, (2) that future landowners and taxpayers in the District will pay such Series 2020 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 Series 2020 Special Assessments and all other liens that are coequal therewith.

Collection of delinquent Series 2020 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 Series 2020 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 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 plus costs and charges. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Series 2020 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 by or for the delinquent landowner, 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 the 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 County 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 90 days from the date the property is placed on the list, the County may purchase the land for the opening bid, or may waive its rights to purchase the property. Thereafter, and without further notice or advertising, any person, the County or any other governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three years from the date the property was offered for sale, unsold lands escheat to the County in which they are located, free and clear, and all tax certificates and liens against the property are canceled and a deed is executed vesting title in the governing board of such County.

There can be no guarantee that the Uniform Method will result in the payment of Series 2020 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 Series 2020 Special Assessments, which are the primary source of payment of the Series 2020 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."
BONOWNERS' RISKS

There are certain risks inherent in an investment in bonds issued by a public authority or governmental body in the State and secured by special assessments. Certain of these risks are described under other headings of this Limited Offering Memorandum. Certain additional risks are associated with the Series 2020 Bonds offered hereby and are set forth below. Prospective investors in the Series 2020 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 2020 Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment. This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2020 Bonds, and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety for a more complete description of investment considerations relating to the Series 2020 Bonds.

Concentration of Land Ownership

As of the date of delivery of the Series 2020 Bonds, the Assessment Area One Developer owns all of the assessable lands within Assessment Area One of the District, which are the lands that initially will be subject to the Series 2020 Special Assessments securing the Series 2020 Bonds. Payment of the Series 2020 Special Assessments is primarily dependent upon their timely payment by the Assessment Area One Developer and the other future landowners in Assessment Area One of the District. Non-payment of the Series 2020 Special Assessments by any of the landowners could have a substantial adverse impact upon the District's ability to pay debt service on the Series 2020 Bonds. See "THE ASSESSMENT AREA ONE DEVELOPER" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS" herein.

Bankruptcy and Related Risks

In the event of the institution of bankruptcy or similar proceedings with respect the Assessment Area One Developer or any other owner of benefited property, delays could occur in the payment of debt service on the Series 2020 Bonds, as such bankruptcy could negatively impact the ability of: (i) the Assessment Area One Developer and any other landowner to pay the Series 2020 Special Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the Series 2020 Special Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of the Series 2020 Special Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the Series 2020 Bonds under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by federal, state and local law and in the Indenture and the Series 2020 Bonds, including, without limitation, enforcement of the obligation to pay Series 2020 Special Assessments and the ability of the District to foreclose the lien of the Series 2020 Special Assessments if not being collected pursuant to the Uniform Method, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2020 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available with respect to the Series 2020 Bonds could have a material adverse impact on the interest of the Owners thereof.

A 2011 bankruptcy court decision in Florida held that the governing body of a community development district, and not the bondholders or indenture trustee, was the creditor of the landowners/debtors in bankruptcy with respect to claims for special assessments, and thus only the district could vote to approve or disapprove a reorganization plan submitted by the debtors in the case. The district
voted in favor of the plan put forth. The governing body of the district was at that time elected by the
landowners rather than qualified electors. Under the reorganization plan that was approved, a two-year
moratorium was placed on the debtor landowners' payment of special assessments. As a result of this non-
payment of assessments, debt service payments on the district's bonds were delayed for two years or longer.
The Master Indenture provides for the delegation of certain rights from the District to the Trustee in the
event of a bankruptcy or similar proceeding with respect to the Assessment Area One Developer or
"obligated person" (as previously defined). See "SECURITY FOR AND SOURCE OF PAYMENT OF
THE SERIES 2020 BONDS – Indenture Provisions Relating to Bankruptcy or Assessment Area One
Developer or Other Obligated Person." The District cannot express any view whether such delegation
would be enforceable.

Series 2020 Special Assessments Are Non-Recourse

The principal security for the payment of the principal and interest on the Series 2020 Bonds is the
timely collection of the Series 2020 Special Assessments. The Series 2020 Special Assessments do not
constitute a personal indebtedness of the landowners of the land subject thereto, but are secured by a lien
on such land. There is no assurance that the Assessment Area One Developer or subsequent landowners
will be able to pay the Series 2020 Special Assessments or that they will pay such Series 2020 Special
Assessments even though financially able to do so. Neither the Assessment Area One Developer nor any
other subsequent landowners have any personal obligation to pay the Series 2020 Special Assessments.
Neither the Assessment Area One Developer nor any subsequent landowners are guarantors of payment of
any Series 2020 Special Assessments, and the recourse for the failure of the Assessment Area One
Developer or any subsequent landowner to pay the Series 2020 Special Assessments is limited to the
collection proceedings against the land subject to such unpaid Series 2020 Special Assessments, as
described herein. Therefore, the likelihood of collection of the Series 2020 Special Assessments may
ultimately depend on the market value of the land subject to the Series 2020 Special Assessments. While
the ability of the Assessment Area One Developer or subsequent landowners to pay the Series 2020 Special
Assessments is a relevant factor, the willingness of the Assessment Area One Developer or subsequent
landowners to pay the Series 2020 Special Assessments, which may also be affected by the value of the
land subject to the Series 2020 Special Assessments, is also an important factor in the collection of Series
2020 Special Assessments. The failure of the Assessment Area One Developer or subsequent landowners
to pay the Series 2020 Special Assessments could render the District unable to collect delinquent Series
2020 Special Assessments, if any, and provided such delinquencies are significant, would negatively impact
the ability of the District to make the full or punctual payment of debt service on the Series 2020 Bonds.

Regulatory and Environmental Risks

The development of the District Lands is subject to comprehensive federal, state and local
regulations and future changes to such regulations. Approval is required from various public agencies in
connection with, among other things, the design, nature and extent of planned improvements, both public
and private, and construction of the infrastructure in accordance with applicable zoning, land use and
environmental regulations. Although all such approvals required to date have been received and any further
approvals are anticipated to be received as needed, failure to obtain any such approvals in a timely manner
could delay or adversely affect the completion of the development of the District Lands, including without
limitation, Assessment Area One therein. See "THE DEVELOPMENT – Zoning, Permitting and
Development Approvals," herein for more information.

The value of the land within the District, the success of the Development, the development of the
District Lands and the likelihood of timely payment of principal and interest on the Series 2020 Bonds
could be affected by environmental factors with respect to the land in the District. Should the land be
contaminated by hazardous materials, this could materially and adversely affect the value of the land in the
District, which could materially and adversely affect the success of the development of the lands within the District and the likelihood of the timely payment of the Series 2020 Bonds. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. See "THE DEVELOPMENT – Environmental" for information on environmental site assessments obtained or received. Nevertheless, it is possible that hazardous environmental conditions could exist within the District or in the vicinity of the District and that such conditions could have a material and adverse impact upon the value of the benefited lands within the District. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future, whether originating within the District or from surrounding property, and what effect such may have on the development or sale of the lands in the District.

The value of the lands subject to the Series 2020 Special Assessments could also be adversely impacted by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near the District, such catastrophic events could potentially render the District Lands unable to support future development. The occurrence of any such events could materially adversely impact the District's ability to pay principal and interest on the Series 2020 Bonds. The Series 2020 Bonds are not insured, and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

**Economic Conditions and Changes in Development Plans**

The successful development of the District Lands and the sale of residential units therein, once such homes are built, may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Assessment Area One Developer. Moreover, the Assessment Area One Developer has the right to modify or change plans for development of the 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.

**Other Taxes and Assessments**

The willingness and/or ability of an owner of benefited land to pay the Series 2020 Special Assessments could be affected by the existence of other taxes and assessments imposed upon such property by the District, the County, the Murdock Village Redevelopment Area or any other local special purpose or general purpose governmental entities. County, school, special district taxes and special assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt, including the Series 2020 Special Assessments, collected pursuant to the Uniform Method are payable at one time. Public entities whose boundaries overlap those of the District could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Series 2020 Special Assessments. In addition, lands within the District may also be subject to assessments by property owners' and homeowners' associations. See "THE DEVELOPMENT – Taxes, Fees and Assessments" for additional information.

Under Florida law, a landowner may contest the assessed valuation determined for its property that forms the basis of ad-valorem taxes such landowner must pay. During this contest period, the sale of a tax certificate under the Uniform Method will be suspended. If the Series 2020 Special Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with
respect to such Series 2020 Assessment, even though the landowner is not contesting the amount of the Series 2020 Assessment. However, Section 194.014, Florida Statutes, requires taxpayers challenging the assessed value of their property to pay all non-ad valorem taxes and at least 75% of their ad valorem taxes before they become delinquent. Likewise, taxpayers who challenge the denial of an exemption or classification or a determination that their improvements were substantially complete must pay all non-ad valorem assessments and the amount of ad valorem taxes that they admit in good faith to be owing. If a taxpayer fails to pay property taxes as set forth above, the Value Adjustment Board considering the taxpayer's challenge is required to deny such petition by written decision by April 20 of such year.

**Limited Secondary Market for Series 2020 Bonds**

The Series 2020 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2020 Bonds in the event an Owner thereof determines to solicit purchasers for the Series 2020 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2020 Bonds may be sold. Such price may be lower than that paid by the current Owners of the Series 2020 Bonds, depending on the progress of development of the Development and the lands within the District, as applicable, existing real estate and financial market conditions and other factors.

**Inadequacy of Reserve Account**

Some of the risk factors discussed herein, which, if materialized, would result in a delay in the collection of the Series 2020 Special Assessments, may not adversely affect the timely payment of debt service on the Series 2020 Bonds because of the Series 2020 Reserve Account. The ability of the Series 2020 Reserve Account to fund deficiencies caused by delinquencies in the payment of the Series 2020 Special Assessments is dependent on the amount, duration and frequency of such deficiencies. Moneys on deposit in the Series 2020 Reserve Account may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys in the Series 2020 Reserve Account to make up deficiencies. If the District has difficulty in collecting the Series 2020 Special Assessments, the Series 2020 Reserve Account would be rapidly depleted and the ability of the District to pay debt service on the Series 2020 Bonds could be materially adversely affected. In addition, during an Event of Default under the Indenture, the Trustee may withdraw moneys from the Series 2020 Reserve Account and such other Funds, Accounts and subaccounts created under the Indenture to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact the Series 2020 Reserve Account is accessed for any purpose, the District does not have a designated revenue source for replenishing such account. Moreover, the District may not be permitted to re-assess real property then burdened by the Series 2020 Special Assessments in order to provide for the replenishment of the Series 2020 Reserve Account. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS – Series 2020 Reserve Account" herein for more information about the Series 2020 Reserve Account.

**Legal Delays**

If the District should commence a foreclosure action against a landowner for nonpayment of Series 2020 Special Assessments that are not being collected pursuant to the Uniform Method, such landowner and/or its mortgagee(s) may raise affirmative defenses to such foreclosure action. Although the District expects that such affirmative defenses would likely be proven to be without merit, they could result in delays in completing the foreclosure action. In addition, the District is required under the Indenture to fund the costs of such foreclosure. It is possible that the District will not have sufficient funds and will be compelled to request the Holders of the Series 2020 Bonds to allow funds on deposit under the Indenture.
to be used to pay the costs of the foreclosure action. Under the Code, there are limitations on the amounts of proceeds from the Series 2020 Bonds that can be used for such purpose.

**IRS Examination and Audit Risk**

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

On February 23, 2016, the IRS published proposed regulations designed to provide prospective guidance with respect to potential private business control of issuers by providing a new definition of political subdivision for purposes of determining whether an entity is an appropriate issuer of bonds the interest on which is excluded from gross income for federal tax purposes. The proposed regulations require that a political subdivision (i) have the power to exercise at least one sovereign power, (ii) be formed and operated for a governmental purpose, and (iii) have a governing body controlled by or have significant uses of its funds or assets otherwise controlled by a government unit with all three sovereign powers or by an electorate that is not controlled by an unreasonably small number of unrelated electors. On October 4, 2017, the Treasury Department ("Treasury") announced that it would withdraw the proposed regulations, stating that, "while Treasury and the IRS continue to study the legal issues relating to political subdivisions, Treasury and the IRS currently believe that these proposed regulations should be withdrawn in their entirety, and plan to publish a withdrawal of the proposed regulations shortly in the Federal Register. Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant legal issues." Notice of withdrawal of the proposed regulations was published in the Federal Register on October 20, 2017.
It has been reported that the IRS has closed audits of other community development districts in Florida with no change to such districts' bonds' tax-exempt status, but has advised such districts that such districts must have public electors within the timeframe established by the applicable state law or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the later of six years from the date of establishment of the community development district or the time at which there are at least 250 qualified electors in the district. The District, unlike Village Center CDD, was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. Currently, all of the members of the Board of the District were elected by the landowners and none were elected by qualified electors. The Assessment Area One Developer will certify as to its expectations as to the timing of the transition of control of the Board of the District to qualified electors pursuant to the Act, and its expectations as to compliance with the Act by any members of the Board that it elects. Such certification by the Assessment Area One Developer does not ensure that such certification shall be determinative of, or may influence the outcome of any audit by the IRS, or any appeal from such audit, that may result in an adverse ruling that the District is not a political subdivision for purposes of Section 103(a) of the Code. Further, there can be no assurance that an audit by the IRS of the Series 2020 Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable state or federal law.

Owners of the Series 2020 Bonds are advised that, if the IRS does audit the Series 2020 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 2020 Bonds may have limited rights to participate in those proceedings. The commencement of such an audit could adversely affect the market value and liquidity of the Series 2020 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 2020 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. Further, an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2020 Bonds would adversely affect the availability of any secondary market for the Series 2020 Bonds. Should interest on the Series 2020 Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2020 Bonds be required to pay income taxes on the interest received on such Series 2020 Bonds and related penalties, but because the interest rate on such Series 2020 Bonds will not be adequate to compensate Owners of the Series 2020 Bonds for the income taxes due on such interest, the value of the Series 2020 Bonds may decline.


Loss of Exemption from Securities Registration

Since the Series 2020 Bonds have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws, because of the exemption for political subdivisions, if the District is ever deemed by the IRS, judicially or otherwise, not to be a political subdivision for purposes of the Code, it is possible that federal or state regulatory authorities could also determine that the District is not a political subdivision for purposes of federal and state securities laws.
Accordingly, the District and purchasers of Series 2020 Bonds may not be able to rely on the exemption from registration under the Securities Act relating to securities issued by political subdivisions. In that event, the Owners of the Series 2020 Bonds would need to ensure that subsequent transfers of the Series 2020 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act and applicable state securities laws.

Federal Tax Reform

Various legislative proposals are mentioned from time to time by members of Congress of the United States of America and others concerning reform of the internal revenue (tax) laws of the United States. In addition, the IRS may, in the future, issue rulings that have the effect of challenging the interpretation of existing tax laws. Certain of these proposals and interpretations, if implemented or upheld, could have the effect of diminishing the value of obligations or states and their political subdivisions, such as the Series 2020 Bonds, by eliminating or changing the tax-exempt status of interest on such bonds. Whether any such proposals will ultimately become or be upheld as law, and if so, the effect such proposals could have upon the value of bonds such as the Series 2020 Bonds cannot be predicted. However, it is possible that any such law or interpretation could have a material and adverse effect upon the availability of a liquid secondary market and/or the value of the Series 2020 Bonds. Prospective purchasers of the Series 2020 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation as well as the impact of federal legislation enacted in December 2017. See also "TAX MATTERS.

State Tax Reform

It is impossible to predict what new proposals may be presented regarding tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. On October 31, 2014, the Auditor General of the State released a 31-page report which requests legislative action to establish parameters on the amount of bonds a community development district may issue and provide additional oversight for community development district bonds. This report renews requests made by the Auditor General in 2011 that led to the Governor of the State issuing an Executive Order on January 11, 2012 (the "Executive Order") directing the Office of Policy and Budget in the Executive Office of the Governor ("OPB") to examine the role of special districts in the State. As of the date hereof, the OPB has not made any recommendations pursuant to the Executive Order nor has the Florida legislature passed any related legislation. It is impossible to predict with certainty the impact that any existing or future legislation will or may have on the security for the Series 2020 Bonds. It should be noted that Section 190.16(14) of the Act provides in pertinent part that "The state pledges to the holders of any bonds issued under the Act that it will not limit or alter the rights of the district to levy and collect the … assessments… and to fulfill the terms of any agreement made with the holders of such bonds … and that it will not impair the rights or remedies of such holders."

Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area One - 2020 Project or the Construction of Homes within Assessment Area One

The cost to finish the Assessment Area One – 2020 Project will exceed the net proceeds from the Series 2020 Bonds. There can be no assurance, in the event the District does not have sufficient moneys on hand to complete the Assessment Area One – 2020 Project, that the District will be able to raise, through the issuance of additional bonds or otherwise, the moneys necessary to complete the Assessment Area One – 2020 Project. Further, pursuant to the Indenture, the District is subject to certain limitations on the issuance of additional bonds and other debt obligations. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS – Additional Obligations" for more information.
Although the Assessment Area One Developer will agree to fund or cause to be funded the completion of the Assessment Area One – 2020 Project regardless of the insufficiency of proceeds from the Series 2020 Bonds and will enter into a completion agreement with the District as evidence thereof, there can be no assurance that the Assessment Area One Developer will have sufficient resources to do so. Such obligation of the Assessment Area One Developer is an unsecured obligation, and the Assessment Area One Developer is a special-purpose entity whose assets consist primarily of its interests in the District Lands. See "THE ASSESSMENT AREA ONE DEVELOPER" herein for more information.

Further, there is a possibility that, even if Assessment Area One is developed, the Builders may not close on all or any of the lots therein, and such failure to close could negatively impact the construction of homes in Assessment Area One. The Builder Contracts may also be terminated by the Builders upon the occurrence or failure to occur of certain conditions set forth therein. See "THE DEVELOPMENT – The Builder Contracts" herein for more information.

Cybersecurity

The District relies on a technological environment to conduct its operations. The District, its agents and other third parties the District does business with or otherwise relies upon are subject to cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to such parties' digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. No assurances can be given that any such attack(s) will not materially impact the operations or finances of the District, which could impact the timely payment of debt service on the Series 2020 Bonds.

Payment of Series 2020 Special Assessments after Bank Foreclosure

In the event a bank forecloses on property because of a default on a mortgage in favor of such bank on any of the assessable lands within Assessment Area One of the District, and then the bank itself fails, the Federal Deposit Insurance Corporation (the "FDIC"), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Series 2020 Special Assessments levied on such property. In addition, the District would require the consent of the FDIC prior to commencing a foreclosure action.

[Remainder of page intentionally left blank.]
## ESTIMATED SOURCES AND USES OF FUNDS

<table>
<thead>
<tr>
<th>Source of Funds</th>
<th>Series 2020 Bonds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Par Amount</td>
<td></td>
</tr>
<tr>
<td>[Original Issue Premium/Discount]</td>
<td></td>
</tr>
<tr>
<td><strong>Total Sources</strong></td>
<td></td>
</tr>
</tbody>
</table>

| Use of Funds                                        |                  |
| Deposits to the Series 2020 Acquisition and Construction Account |                  |
| Deposits to the Series 2020 Capitalized Interest Account \(^{(1)}\) |                  |
| Deposits to the Series 2020 Reserve Account         |                  |
| Costs of Issuance, including Underwriter's Discount \(^{(2)}\) |                  |
| **Total Uses**                                      |                  |

\(^{(1)}\) Interest is capitalized through at least November 1, 2020.

\(^{(2)}\) Costs of issuance includes, without limitation, legal fees and other costs associated with the issuance of the Series 2020 Bonds.

[Remainder of page intentionally left blank.]
**DEBT SERVICE REQUIREMENTS**

The following table sets forth the scheduled debt service on the Series 2020 Bonds:

<table>
<thead>
<tr>
<th>Year Ended November 1</th>
<th>Principal</th>
<th>Interest</th>
<th>Total</th>
</tr>
</thead>
</table>

**TOTAL**
THE DISTRICT

General Information

The District was established by Ordinance No. 2020-023 enacted by the Board of County Commissioners of the Charlotte County, Florida, on October 22, 2019 and becoming effective on October 23, 2019 under the provisions of the Act. The District is located in the County and includes approximately 434.68 gross acres of land (the "District Lands"). The District Lands are being developed as part of a master-planned community known as "West Port." See "THE DEVELOPMENT" herein for more information.

Legal Powers and Authority

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

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

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

The Act exempts all property owned by the District from levy and sale by virtue of an execution and from judgment liens.

Board of Supervisors

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

At the initial election held within 90 days after formation of the District, the landowners in the District elected two Supervisors to four-year terms and three Supervisors to two-year terms. Thereafter, the elections have taken place and will take place every two years, with the first such election being held on the first Tuesday in November, and subsequent elections being held on a date in November established by the Board. Upon the later of six years after the initial appointment of Supervisors and the year when the District next attains at least 250 qualified electors, Supervisors whose terms are expiring will begin to be elected (as their terms expire) by qualified electors of the District. A qualified elector is a registered voter who is at least eighteen years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, each elected to four-year terms. The seat of the remaining Supervisor whose term is expiring at such election shall be filled by a Supervisor who is elected by the landowners for a four-year term and who is not required to be a qualified elector. Thereafter, as terms expire, all Supervisors must be qualified electors and must be elected by qualified electors to serve staggered four-year terms.

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

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>James P. Harvey*</td>
<td>Chairman</td>
<td>November 2024</td>
</tr>
<tr>
<td>Dave Truxton *</td>
<td>Vice Chairman</td>
<td>November 2024</td>
</tr>
<tr>
<td>Paul Martin*</td>
<td>Assistant Secretary</td>
<td>November 2022</td>
</tr>
<tr>
<td>Donald Schrotenboer**</td>
<td>Assistant Secretary</td>
<td>November 2022</td>
</tr>
<tr>
<td>Mary E. Moulton**</td>
<td>Assistant Secretary</td>
<td>November 2022</td>
</tr>
</tbody>
</table>

* Employee of, or affiliated with, the Assessment Area One Developer.
** Employee of, or affiliated with, another anticipated developer of District Lands.

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

The chief administrative official of the District is the District Manager (as hereinafter defined). The Act provides that a district manager has charge and supervision of the works of the District and is responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, for maintaining and operating the equipment owned by the District, and for performing such other duties as may be prescribed by the Board.

The District has retained Wrathell, Hunt and Associates, LLC, Boca Raton, Florida, to serve as its district manager ("District Manager"). The District Manager's office is located at 2300 Glades Rd., Ste. #410W, Boca Raton, Florida 33431.

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., West Palm Beach, Florida, as Bond Counsel; Morris Engineering & Consulting LLC, Lakewood Ranch, Florida, as District Engineer; and Hopping Green & Sams P.A., Tallahassee, Florida, as District Counsel. The Board has also retained the District Manager to serve as Methodology Consultant and to prepare the Assessment Methodology and to serve as Dissemination Agent for the Series 2020 Bonds.

No Outstanding Indebtedness

The District has not previously issued any Bonds or other debt obligations.

[Remainder of page intentionally left blank.]
THE CAPITAL IMPROVEMENT PLAN AND THE ASSESSMENT AREA ONE PROJECT

Morris Engineering & Consulting LLC (the "District Engineer") prepared the reports entitled "Engineer's Report for the West Port Community Development District," dated October 30, 2019, as supplemented by the "Supplemental Engineer's Report for the West Port Community Development District (Assessment Area One 2020 Project)," dated February 6, 2020 (collectively, the "Engineer's Report"). A copy of the Engineer's Report is attached hereto as Appendix A. The Engineer's Report sets forth certain public improvements (the "Capital Improvement Plan" or the "CIP") to be constructed and/or acquired by the District. The CIP consists of four projects being undertaken by at least three separate landowners, with each project represented by a separate assessment area. Each Assessment Area is expected to be developed in one or more subphases.

Assessment Area One contains approximately 120.85 gross acres and is planned for 431 single-family residential units. The Series 2020 Bonds will be secured by the Series 2020 Special Assessments which will initially be levied across all of the gross acres in Assessment Area One. As lots are platted the Series 2020 Special Assessments are expected to be assigned to the first 320 platted lots within Assessment Area One. The Series 2020 Bonds are funding master and neighborhood improvements associated with Assessment Area One. The District anticipates issuing additional bonds in the future to fund development associated with the remaining 111 planned single-family residential units in Assessment Area One and for Assessment Area 2/3. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS – Additional Obligations" herein for more information.

Assessment Area 2/3 contains approximately 258.05 acres and is planned to contain 672 lots and 290 multi-family units. At this stage of development, the precise boundaries of Assessment Areas 2 and 3 are not yet determined, and accordingly, those Assessment Areas have been combined as "Assessment Areas 2/3" until a definitive financing plan is determined. Assessment Area 4 contains approximately 42.6 acres and is planned for approximately 300 apartments and approximately 12.14 acres of commercial/retail use. Assessment Areas 2/3 and 4 are not being financed at this time.

[ Remainder of page intentionally left blank. ]
The District Engineer estimates that the public infrastructure associated with the Assessment Area One - 2020 Project to be $8,419,628, as more particularly described below (the "Assessment Area One - 2020 Project").

<table>
<thead>
<tr>
<th>Improvement Description</th>
<th>Assessment Area One 2020 Project</th>
<th>Remainder of Assessment Area One</th>
<th>Assessment Area 2/3</th>
<th>Assessment Area 4</th>
<th>Total Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shared Offsite Improvements*</td>
<td>$159,628</td>
<td>$55,372</td>
<td>$459,000</td>
<td>$76,000</td>
<td>$750,000</td>
</tr>
<tr>
<td>Roadways</td>
<td>1,000,000</td>
<td>1,000,000</td>
<td>3,500,000</td>
<td>0</td>
<td>5,500,000</td>
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<tr>
<td>Stormwater Management</td>
<td>2,250,000</td>
<td>1,500,000</td>
<td>4,050,000</td>
<td>0</td>
<td>7,800,000</td>
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<tr>
<td>Utilities (Water, Sewer)</td>
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<td>2,000,000</td>
<td>7,150,000</td>
<td>0</td>
<td>11,800,000</td>
</tr>
<tr>
<td>Hardscape/Landscape/Irrigation/Lighting</td>
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<td>525,000</td>
<td>1,550,000</td>
<td>0</td>
<td>2,600,000</td>
</tr>
<tr>
<td>Streetlights/Underground Electric</td>
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<td>200,000</td>
<td>600,000</td>
<td>0</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Amenity</td>
<td>300,000</td>
<td>100,000</td>
<td>800,000</td>
<td>0</td>
<td>1,200,000</td>
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<tr>
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<td>300,000</td>
<td>1,375,000</td>
<td>0</td>
<td>2,200,000</td>
</tr>
<tr>
<td>Contingency</td>
<td>810,000</td>
<td>540,000</td>
<td>1,850,000</td>
<td>0</td>
<td>3,200,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$8,419,628</td>
<td>$6,220,372</td>
<td>$21,334,000</td>
<td>$76,000</td>
<td>$36,050,000</td>
</tr>
</tbody>
</table>

* Portions of the Shared Offsite Improvements in Assessment Area One represent "master costs" that benefit all lands within the District and, accordingly, a portion of such costs are allocated to future phases of the overall CIP. All other items for the Assessment Area One – 2020 Project are allocable only to Assessment Area One. Further, the Shared Offsite Improvements attributable to Assessment Area 4 will not be funded by the District, but instead will be contributed at no cost to the District pursuant to a separate agreement between the District and certain of the land developers. All Assessment Area 4 Neighborhood Improvements will be funded by the developer of Assessment Area 4 pursuant to an agreement with the District.

Land development in Assessment Area One is expected to commence in March 2020. The net proceeds from the Series 2020 Bonds will be approximately $5,640,400* and such proceeds will be used by the District towards the funding and/or acquisition of a portion of the Assessment Area One – 2020 Project. The Assessment Area One Developer will enter into a completion agreement that will obligate the Assessment Area One Developer to complete any portions of the Assessment Area One – 2020 Project not funded with proceeds of the Series 2020 Bonds. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area One – 2020 Project or the Construction of Homes in Assessment Area One" herein.

The District Engineer has indicated that all engineering permits necessary to construct the Assessment Area One - 2020 Project that are set forth in the Engineer's Report have been obtained or will be obtained in the ordinary course of business. In addition to the Engineer's Report, please refer to "THE DEVELOPMENT – Zoning, Permitting and Development Approvals" for a more detailed description of the entitlement and permitting status of the Development.

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

[Remainder of page intentionally left blank.]

* Preliminary, subject to change.
The Master Special Assessment Methodology Report dated October 30, 2019 (the "Master Methodology"), and as supplemented by the Preliminary First Supplemental Special Assessment Methodology Report dated February 28, 2020 (the "Supplemental Methodology" and together with the Master Methodology, the "Assessment Methodology"), which allocates the Series 2020 Special Assessments to assessable lands in Assessment Area One of the District has been prepared by Wrathell, Hunt and Associates, LLC, Boca Raton, Florida (the "Methodology Consultant"). See "EXPERTS" herein for more information. The Assessment Methodology is included herein as APPENDIX D. Once the final terms of the Series 2020 Bonds are determined, the Supplemental Methodology will be revised to reflect such final terms. Once levied and imposed, the Series 2020 Special Assessments will be first liens on the assessable lands within Assessment Area One within the District against which they are assessed until paid or barred by operation of law, co-equal with one another and with other State taxes and assessments levied by the District and other units of government. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

As set forth in the Assessment Methodology, the Series 2020 Special Assessments initially will be levied on the approximately 120.85 gross acres in Assessment Area One of the District on an equal pro-rata gross acre basis until such time as the lots are platted. Once platted, the assessments will be assigned to the platted lots on a first-platted, first-assigned basis in Assessment Area One of the District. It is anticipated that the Series 2020 Special Assessments will be allocated to the first 320 platted lots in the amounts set forth below. See "APPENDIX D: ASSESSMENT METHODOLOGY" herein.

<table>
<thead>
<tr>
<th>Product Type</th>
<th>No. of Units</th>
<th>Series 2020 Assessments Per Unit (1)</th>
<th>Series 2020 Bonds Par Per Unit*</th>
</tr>
</thead>
<tbody>
<tr>
<td>SF 50'</td>
<td>104</td>
<td>$1,277</td>
<td>$20,750</td>
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<td>109</td>
<td>$1,277</td>
<td>$20,750</td>
</tr>
<tr>
<td>SF 50'</td>
<td>107</td>
<td>$1,277</td>
<td>$20,750</td>
</tr>
<tr>
<td>Total</td>
<td>320</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Preliminary, subject to change.

(1) Includes estimated County collection costs/payment discounts, which may fluctuate.

Each landowner within the District will pay annual taxes, assessment and fees on an ongoing basis as a result of its ownership of property within the District, including local ad valorem property taxes, the maintenance and operating assessments to be levied by the District, and the property owners' association assessments to be levied by the applicable property owners' association. The District anticipates levying assessments to cover its administrative and maintenance costs that will be approximately $800 per residential unit annually, which amount is subject to change. The land within the District has been and is expected to continue to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate in the District in tax year 2019 was approximately 16.87070 mills. In addition, the development is part of the MVCRA (as hereinafter defined). As part of the terms and conditions of a recorded covenant requiring payment of community redevelopment assessments, each transfer of any parcel results in a payment to be deposited into the MVCRA fund in the amount 0.75% of the sales price of the parcel after a certificate of occupancy for a residential property has been issued or on a commercial property until the first commercial change of occupancy has been approved. These taxes and assessments would be payable in addition to the Series 2020 Special Assessments and any other assessments levied by the District and other taxing authorities. In addition, exclusive of voter approved millages levied...
for general obligation bonds, as to which no limit applies, the County and the School District of Charlotte County, Florida may each levy ad valorem taxes upon the District Lands. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in the current year. See "BONDOWNERS RISKS" and "THE DEVELOPMENT – Taxes, Fees and Assessments" for more information.

[Remainder of page intentionally left blank.]
The information appearing below under the captions "THE DEVELOPMENT" and "THE ASSESSMENT AREA ONE DEVELOPER" has been furnished by the Assessment Area One Developer for inclusion in this Limited Offering Memorandum and, although believed to be reliable, such information has not been independently verified by Bond Counsel, the District or its counsel, or the Underwriter or its counsel, and no persons other than the Assessment Area One Developer make any representation or warranty as to the accuracy or completeness of such information supplied by them. The following information is provided by the Assessment Area One Developer as a means for the prospective bondholders to understand the anticipated development plan and risks associated with the Development. The Assessment Area One Developer is not guaranteeing payment of the Series 2020 Bonds or the Series 2020 Special Assessments.

THE DEVELOPMENT

General

The District Lands encompass approximately 434.68 gross acres located in an unincorporated portion of Charlotte County (the "County") and are planned to contain a residential community to be known as "West Port" and referred to herein as the "Development." At buildout, the Development is expected to contain approximately 1,103 residential units comprised of both single-family and paired villa units, 590 residential multi-family units, and 12.14 acres land planned for commercial/retail use. The Development is located between El Jobean (State Road 776) and U.S. Highway 41, east of Biscayne Drive.

Three regional activity centers are located near the Development: Charlotte Sports Park (the spring training facility for the Tampa Bay Rays), the Murdock commercial center (featuring the Port Charlotte Town Center regional mall), and the 100 acre Centennial Park (which was recently renovated and expanded to include a 30,000 square foot rec center), which is within walking distance of the Development and open to the public. The nearby Centennial Park Aquatic Center, which is currently under construction and expected to open in 2020, will feature an Olympic size pool and diving well. Boca Grande, the area's main beach is located approximately 15 minutes southwest of the property off State Road 776. The Murdock commercial center offers an extensive selection of retail stores, dining options, educational facilities, and consumer services.

The land within the Development was originally platted during the 1960s as primarily single-family homesites. General Development Corporation, the original developer of the lands in the Development, installed a traditional grid street system, of which some remains still exist today. In 2003, the Charlotte County Board of County Commissioners established the Murdock Village Community Redevelopment Agency ("MVCRA") and declared the land within the Development and other surrounding lands within the MVCRA as "blighted." The County made a significant investment to assemble and entitle the land within the Development, spending over $100 million to acquire over 3,000 platted subdivided lots, 77 completed homes, and various parcels of land totaling approximately 1,199 acres, within the MVCRA according to the Murdock Village Redevelopment Plan.

Separate assessment areas have been created within the District to facilitate its financing and development plan. Only a portion of Assessment Area One is being developed and financed at this time. Assessment Area One contains approximately 120.85 gross acres and is planned for 431 single-family residential units to be developed in multiple phases. The Series 2020 Bonds will be secured by the Series 2020 Special Assessments which will initially be levied across all of the gross acres in Assessment Area One. As the lots are platted, the Series 2020 Special Assessments are expected to be assigned to the first 320 platted lots within Assessment Area One. Additional bonds will be issued to finance the infrastructure associated with the remainder of Assessment Area One (which is planned for 111 single-family residential units) and the other assessment areas.
KL West Port LLC, a Delaware limited liability company (the "Assessment Area One Developer"), an indirectly wholly-owned subsidiary of The Kolter Group, LLC ("Kolter"), is the developer of Assessment Area One. The Assessment Area One Developer or the District will install the master and parcel infrastructure within Assessment Area One and the Assessment Area One Developer will sell developed finished lots to homebuilders in a series of takedowns, which include Lennar Homes, Maronda Homes, and M/I Homes (collectively, the "Builders"). See "THE ASSESSMENT AREA ONE DEVELOPER" herein for more information on the Assessment Area One Developer and Kolter and "Builder Contracts" below for more information on the Builder Contracts and the Builders.

Homes in Assessment Area One are expected to range in size from approximately 1,530 square feet to 2,918 square feet and starting price points will range from approximately $195,000 to $329,000. The target customers for units within the Development are full-time retirees, family buyers, and first move-up buyers. See "Residential Product Offerings" herein for more information.

**Land Acquisition and Finance Plan**

The Assessment Area One Developer acquired the land within Assessment Areas One and Assessment Area 2/3 of the District, totaling approximately 394.33 acres, from the County for the purchase price of $11,600,000 which was deposited by the County in escrow to reimburse the Assessment Area One Developer for certain public infrastructure improvements to be made by the Assessment Area One Developer with the estimated cost of $13,593,997 (the "Public Infrastructure Improvements"). The Public Infrastructure Improvements are not part of the District's CIP. See "- Zoning, Permitting and Development Approvals" herein for more information on certain obligations of the Assessment Area One Development in connection with the Public Infrastructure Improvements. There are currently no mortgages on the lands within the District. The Assessment Area One Developer has entered into a Land Purchase Contract with Forestar (USA) Real Estate Group to sell the Assessment Area One Developer's interest in Assessment Area 2/3, which contains 115.34 acres planned for 350 single-family residential units, to Forestar (USA) Real Estate Group for approximately $5,700,000. This transaction is expected to close in September 2020. See "Builder Contracts and the Builders" below for more information.

The Assessment Area One Developer estimates that the costs to complete land development for the 320 lots within Assessment Area One will be approximately $8,419,628. Development costs will be funded by the proceeds of the Series 2020 Bonds in the amount of approximately $5,640,400* and the remaining costs will be funded with Assessment Area One Developer equity. The Assessment Area One Developer has spent or incurred approximately $1,000,000 to date in onsite land development. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area One - 2020 Project or the Construction of Homes within Assessment Area One" herein.

**Development Plan and Status**

Initially, 320 lots will be installed within Assessment Area One. Offsite land development commenced in August 2019. Onsite clearing and earthwork commenced in January 2020. Utility and road construction is expected to commence in April 2020. Land development for the first 320 lots within Assessment Area One is expected to be completed by December 2020. The Assessment Area One Developer is developing and selling finished lots to the Builders, with model lot deliveries expected to commence in December 2020, at which point it is expected that marketing of residential units and vertical construction for the Development will commence.

* Preliminary, subject to change.
The Assessment Area One Developer anticipates that approximately 116 homes within Assessment Area One will be sold and closed with homebuyers per annum until build out, commencing in the first calendar quarter of 2021. This anticipated absorption is based upon estimates and assumptions made by the Assessment Area One Developer that are inherently uncertain, though considered reasonable by the Assessment Area One Developer, and are subject to significant business, economic, and competitive uncertainties and contingencies, all of which are difficult to predict and many of which are beyond the control of the Assessment Area One Developer. As a result, there can be no assurance such absorption rate will occur or be realized in the time frame anticipated.

Builder Contracts and the Builders

The Assessment Area One Developer has entered into Builder Contracts with Lennar Homes, Maronda Homes, and M/I Homes whereby the Assessment Area One Developer will sell 218 developed finished lots in Assessment Area One to such homebuilders in a series of takedowns. The Assessment Area One Developer anticipates selling the remainder of the lots in Assessment Area One that will absorb the lien of the Series 2020 Assessments to such builders or other homebuilders. In addition, the Assessment Area One Developer has entered into a Land Purchase Contract to sell Assessment Area One Developer's interest in 115.34 acres of Assessment Area 2/3 to Forestar.

Assessment Area One Builder Contracts

Lennar Homes Contract

The Assessment Area One Developer has entered into an Agreement for the Purchase and Sale of Real Property with Lennar Homes, LLC, a Florida limited liability company ("Lennar Homes"), dated October 18, 2019 (the "Lennar Homes Contract"). The Lennar Homes Contract provides for the sale, in multiple takedowns, of 104 fifty-foot fully developed residential lots planned within Assessment Area One. The Lennar Homes Contract provides for a purchase price of $60,000 per fifty-foot lot for an aggregate purchase price of approximately $6,240,000. Pursuant to the Lennar Homes Contract, the Initial Closing shall occur within 30 days after the later of the satisfaction of certain conditions, but no later than February 2021, whereby Lennar Homes will purchase at least 12 lots and the Subsequent Closings shall occur on or before the last day of each calendar quarter following the calendar quarter in which the Initial Closing occurred with the purchase of 12 additional lots until all remaining lots have been purchased. The Assessment Area One Developer anticipates the Initial Closing will occur in the first calendar quarter of 2021 with model lot sales commencing prior to the end of 2020.

Pursuant to the Lennar Homes Contract, Lennar Homes has made a deposit of $570,000 by letter of credit. The inspection period has expired and the deposit will be released to the Assessment Area One Developer when the final permit has been received and construction has commenced which is expected in March 2020. The deposit will be secured by a mortgage on the lands subject to the Lennar Homes Contract. There is a risk that Lennar Homes may not close on any lots pursuant to the Lennar Homes Contract or may fail to construct homes on such lots. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors causing Failure to Complete the Assessment Area One – 2020 Project or the Construction of Homes in Assessment Area One" herein.

Lennar Homes was formed on November 30, 2006 and is wholly owned by Lennar Corporation ("Lennar Corp."). Lennar Corp. stock trades on the New York Stock Exchange under the symbol LEN. Lennar Corp. is subject to the informational requirements of the Securities and Exchange Commission Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements, and other information with the Securities and Exchange Commission (the "SEC"). The file number for Lennar Corp. is No-1-11749. Such reports, proxy statements, and other information can be inspected and copied at
the Public Reference Section of the SEC, Room 100 F Street, N.E., Washington D.C. 20549 and at the SEC's internet website at http://www.sec.gov. Copies of such materials can be obtained by mail from the Public Reference Section of the SEC at prescribed rates. All documents subsequently filed by Lennar Corp. 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.

M/I Homes Contract

The Assessment Area One Developer has entered into an Agreement of Sale and Purchase of Lots with M/I Homes of Sarasota, LLC, a Delaware limited liability company ("M/I Homes"), dated November 1, 2019, as amended (the "M/I Homes Contract"). The M/I Homes Contract provides for the sale, in three takedowns, of 42 fully developed forty-foot lots within Assessment Area One. The M/I Homes Contract provides for a purchase price of $46,200 per forty-foot lot, for an aggregate purchase price of $1,940,400, subject to adjustment as set forth in the M/I Homes Contract. Pursuant to the M/I Homes Contract, the Initial Closing shall occur within 15 days after M/I Homes delivers notice of its acceptance that the Assessment Area One Developer has completed its development obligations as set forth in the M/I Homes Contract, whereby M/I Homes is required to purchase 18 lots, followed by the purchase of 12 lots six months after the Initial closing and the remaining 12 lots three months thereafter. The M/I Homes Contract also provides M/I Homes with a right of first offer on the remaining forty-foot lots within Assessment Area One. The Assessment Area One Developer anticipates the Initial Closing will occur in the first calendar quarter of 2021 with model lots expected to be acquired prior to the end of 2020.

Pursuant to the M/I Homes Contract, M/I Homes has made a deposit of $194,040. The inspection period has expired and the deposit will be released to the Assessment Area One Developer when the site development plans are approved and site work has commenced which is expected in March 2020. The deposit will be secured by a mortgage on the lands subject to the M/I Homes Contract. There is a risk that M/I Homes may not close on any lots pursuant to the M/I Homes Contract or may fail to construct homes on such lots. See 'BONDOWNERS' RISKS – Insufficient Resources or Other Factors causing Failure to Complete the Assessment Area One - 2020 Project or the Construction of Homes in Assessment Area One" herein.

Maronda Homes Contract

The Assessment Area One Developer has entered into an Agreement of Sale and Purchase of Lots with Maronda Homes, Inc. of Florida, a Florida corporation ("Maronda Homes"), dated October 24, 2029, as amended (the "Maronda Homes Contract"). The Maronda Homes Contract provides for the sale, in multiple takedowns, of 80 fully developed forty-foot lots within Assessment Area One. The Maronda Homes Contract provides for a purchase price of $65,000 per forty-foot lot, subject to a 5% annual escalator, beginning one year after the Initial Closing thereunder, and such further adjustment as set forth in the Maronda Homes Contract. Pursuant to the Maronda Homes Contract, the Initial Closing shall occur within
15 days after Maronda Homes delivers its Development Acceptance Notice as set forth in the Maronda Homes Contract, whereby Maronda Homes is required to purchase 10 lots, followed by the purchase of 10 additional lots every three months thereafter until sellout. The Assessment Area One Developer anticipates the Initial Closing will occur in the first calendar quarter of 2021 with model lot sales expected to occur prior to the end of 2020.

Pursuant to the terms of the Maronda Homes Contract, Maronda Homes has made a deposit of $520,000 into escrow. The inspection period has expired and the deposit will be released to the Assessment Area One Developer when the site development plans are approved and site work has commenced which is expected in March 2020. The deposit will be secured by a mortgage on the lands subject to the Maronda Homes Contract. See "BONDOWNERS' RISKS – Insufficient Resources of Other Factors causing Failure to Complete the Assessment Area One – 2020 Project or the Construction of Homes in Assessment Area One" herein.

Maronda Homes operates as a subsidiary of Maronda Homes, Inc. ("MHI"). According to its website, MHI is a private family-owned corporation founded in 1972 by William J. Wolf and builds new homes in Pennsylvania, Florida, Ohio, Kentucky and Georgia. The Assessment Area One Developer has not obtained any financial information with respect to Maronda Homes or MHI.

Assessment Area 2/3 Land Purchase Agreement

The Assessment Area One Developer has entered into a Land Purchase Contract dated June 17, 2019 (as amended, the "Forestar Agreement") with Forestar (USA) Real Estate Group, a Delaware corporation ("Forestar"), to sell Assessment Area One Developer's interest in 115.34 acres of land planned for 350 single-family residential lots in Assessment Area 2/3 for a purchase price of $5,700,000. The inspection period has expired and Forestar has made a deposit into escrow of $513,000. It is anticipated that Forestar will close on the land on or before September 2020 and is contingent to close upon permits being received along with utilities and access provided by the Assessment Area One Developer for Forestar's planned 350 single-family lot neighborhood.

Forestar is a wholly-owned subsidiary of Forestar Group Inc. ("Forestar Group"). Forestar Group is a residential and real estate development company, where it owns, directly or through joint ventures, interests in residential and mixed-use projects. As of the date hereof, Forestar Group is a majority-owned subsidiary of D.R. Horton, Inc. ("Horton"). Both Forestar Group's (under the symbol FOR), and Horton's (under the symbol DHI), common stock trades on the New York Stock Exchange. Forestar and Horton are subject to the informational requirements of the Exchange Act, and in accordance therewith files reports, proxy statements and other information with the SEC. Such reports, proxy statements, and other information can be inspected and copied at the Public Reference Room of the SEC at 100 F Street, Washington, DC 20549 and at the SEC's internet website at http://www.sec.gov. Copies of such materials can be obtained by mail from the Public Reference Room of the SEC at prescribed rates. All documents subsequently filed by Forestar Group or Horton 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.

Residential Product Offerings

The target customers for units within Assessment Area One of the Development are full-time retirees, family buyers, and first move-up buyers. Below is a summary of the expected types of units and price points for units in Assessment Area One of the Development.
<table>
<thead>
<tr>
<th>Product Type</th>
<th>Square Footage</th>
<th>Beds/Baths</th>
<th>Starting Price Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-Family 40'</td>
<td>1,530 – 2,572</td>
<td>3/4 Bedrooms, 2/3 Baths</td>
<td>$195,000</td>
</tr>
<tr>
<td>Single-Family 50'</td>
<td>1,667 – 3,231</td>
<td>3/4/5 Bedrooms, 2/3 Baths</td>
<td>$219,900</td>
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**Zoning, Permitting and Development Approvals**

The land within the District is zoned PD (Planned Development) with a Future Land Use of "Murdock Village Mixed Use", and is entitled for up to 2,400 residential units and 300,000 square feet of commercial and retail space per PD Ordinance Number 2017-056. The PD allows the Assessment Area One Developer to convert one type of use into another type of use by utilizing the equivalency matrix adopted into Charlotte 2050 as part of the Murdock Village Mixed Use Future Land Use Map designation. The Assessment Area One Developer is vested for the development uses approved in the Planned Development rezoning, or their matrix equivalents. A Charlotte County preliminary plat approval and a Southwest Water Management District Environmental Resource Permit have been obtained to allow for clearing and earthwork of the land within Assessment Area One. The site development plan and utility permits are under County review and are expected to be received in March 2020 to allow for utility and roadwork to commence. The remaining permits are typical jurisdictional agencies approvals to allow for the development planned for AA1 or are reasonably expected to be received in the ordinary course.

The development is part of the MVCRA. As part of the terms and conditions of a recorded covenant requiring payment of community redevelopment assessments, each transfer of any parcel results in a payment to be deposited into the MVCRA fund in the amount of 0.75% of the sales price of the parcel after a certificate of occupancy for a residential property has been issued or on a commercial property until the first commercial change of occupancy has been approved. The community redevelopment assessment shall be payable for every transfer thereafter.

The Assessment Area One Developer entered into a development agreement with the County and MVCRA to provide for the Public Infrastructure Improvements to be constructed by the Assessment Area One Developer for the County and MVCRA. These improvements include demolition of some of the remaining existing roadways, widening and re-alignment of O’Donnell Boulevard (to be named Centennial Boulevard) from Highway 41 to State Road 776, intersection and other public roadway improvements, and installation of County drainage, potable water, sanitary sewer, reuse force mains, landscape, hardscape and street lights to be dedicated to the County. District funds will not be utilized for funding the Public Infrastructure Improvements required by the County and are being paid for by the Assessment Area One Developer with funds currently held in escrow with any overruns being paid for directly from the Assessment Area One Developer. Construction of these improvements have commenced and are expected to be substantially complete by the end of 2020.

The Development has the necessary zoning, environmental, and site plan approvals to permit the development of the master infrastructure and improvements to be constructed by the District as contemplated herein although individual final detail site plans with the County are in process on the communities that make up Assessment Area One. The District Engineer has represented that all permits not heretofore issued and which are necessary to affect the improvements described herein will be obtained during the ordinary course of development.

**Environmental**

The Assessment Area One Developer has obtained a Phase I Environmental Site Assessment from Ardaman and Associates, Inc. dated August 8, 2019 (the "ESA"), covering the land in the Development.
The ESA revealed no Recognized Environmental Conditions in connection with the Development. See "BONDOWNERS' RISK – Regulatory and Environmental Risks" herein for more information regarding potential environmental risks.

Amenities

The District plans to construct an additional supplemental amenity within the communities planned in Assessment Area One. Currently, there is a planned community park with a playground, and the appurtenances associated with the playground such as benches, trails, structures and parking areas and are expected to be financed with a portion of the proceeds from the Series 2020 Bonds that are located within Assessment Area One. The District would own, maintain, and operate the amenity areas funded as part of the CIP. The Assessment Area One Developer may elect to fund the construction of a private park in lieu of, or in addition to, any parks financed by the District. The Assessment Area One Developer estimates that the park entry features and amenity improvement will cost approximately $400,000 for Assessment Area One. In addition to the park amenity that is located within Assessment Area One, amenities are planned within future Assessment Areas Two and Three that are planned to consist of a small clubhouse with resort style pools, sports courts and supporting facilities.

In addition to the parks and amenities planned within the District, the County has recently undertaken a project to substantially enhance the 100-acre Centennial Park located within walking distance to each of the neighborhoods within the District. The enhancements include the recently completed Centennial Recreation Center, which features an indoor gymnasium, workout facilities and aerobics rooms, along with enhancements to the existing baseball and soccer fields. Further, the Centennial Park Aquatic Center is currently under construction and is planned to open in 2020 and will feature a full-size Olympic pool. These park facilities are open to the general public and were funded and will be maintained by the County.

Utilities

Electric power is expected to be provided by Florida Power and Light. Potable water, sanitary sewer, and irrigation reuse water will be provided by Charlotte County Utilities.

[Remainder of page intentionally left blank.]
Taxes, Fees and Assessments

As set forth in the Assessment Methodology, the Series 2020 Special Assessments initially will be levied on the approximately 120.85 gross acres in Assessment Area One of the District on an equal pro-rata gross acre basis until such time as the lots are platted. Once platted, the assessments will be assigned to the platted lots on a first-platted, first-assigned basis in Assessment Area One of the District. It is anticipated that the Series 2020 Special Assessments will be allocated the first 320 platted lots in the amounts set forth below. See "APPENDIX D: ASSESSMENT METHODOLOGY" herein.

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<tr>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

* Preliminary, subject to change.

(1) Includes estimated County collection costs/payment discounts, which may fluctuate.

The District anticipates levying assessments to cover its operation and maintenance costs that will be approximately $800 per residential unit annually for the lots within Assessment Area One; which amount is subject to change over time and dependent on level of service. In addition, residents will be required to pay homeowners association fees which are currently estimated to be $75 per year per residential unit, which amount is subject to change over time and level of service. The land within the District has been and is expected to continue to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate imposed on taxable properties in the District is currently approximately 16.87070 mills. In addition, the development is part of the MVCRA. As part of the terms and conditions of a recorded covenant requiring payment of community redevelopment assessments, each transfer of any parcel results in a payment to be deposited into the MVCRA fund in the amount of 0.75% of the sales price of the parcel after a certificate of occupancy for a residential property has been issued or on a commercial property until the first commercial change of occupancy has been approved. These taxes and assessments would be payable in addition to the Series 2020 Special Assessments and any other assessments levied by the District; which amount is subject to change. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the County and the School District of Charlotte County, Florida may each levy ad valorem taxes upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in the current year.

Education

Children residing in the Development are expected to attend Liberty Elementary School, Murdock Middle School and Port Charlotte High School, which are located within 4 miles, 1 miles and 2 miles from the Development, respectively, and which received grades of "B," "C," and "C," respectively, from the State in 2019. The Charlotte County School Board may change school boundaries from time to time and there is no requirement that students residing in the Development be permitted to attend the schools which are closest to the Development.
Competition

Due to their proximity to the Development, price ranges and product types, the Assessment Area One Developer believes the following communities will pose the primary competition to the Development: West Villages, The Woodlands, and Babcock Ranch. The information under this heading does not purport to summarize all of the existing or planned communities in the area of the Development, but rather those that the Assessment Area One Developer feels pose primary competition to the Development.

Developer Agreements

As previously noted, the Assessment Area One Developer will enter into a completion agreement that will obligate the Assessment Area One Developer to complete any portions of the Assessment Area One - 2020 Project not funded with proceeds of the Series 2020 Bonds. In addition, the Assessment Area One Developer will execute and deliver to the District a Collateral Assignment and Assumption of Development Rights (the "Collateral Assignment"), pursuant to which the Assessment Area One Developer will collaterally assign to the District, to the extent assignable and to the extent that they are solely owned or controlled by the Assessment Area One Developer, development rights relating to the Assessment Area One - 2020 Project. Notwithstanding such Collateral Assignment, in the event the District forecloses on the lands subject to the Series 2020 Special Assessments as a result of a Assessment Area One Developer's or subsequent landowners' failure to pay such assessments, there is a risk that the District will not have all permits and entitlements necessary to complete the Assessment Area One - 2020 Project or the development of the lands in Assessment Area One sufficient to absorb the allocation of the Series 2020 Special Assessments. Finally, the Assessment Area One Developer will also enter into a True-Up Agreement in connection with its obligations to pay true-up payments in the event that debt levels remaining on unplatted lands in Assessment Area One increase above the maximum debt levels set forth in the Assessment Methodology. See "APPENDIX D: ASSESSMENT METHODOLOGY" herein for additional information regarding the "true-up mechanism." Such obligations of the Assessment Area One Developer are unsecured obligations, and the Assessment Area One Developer is a special-purpose entity whose assets consist primarily of its interests in the District. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area One - 2020 Project or the Construction of Homes within Assessment Area One" and "THE ASSESSMENT AREA ONE DEVELOPER" herein for more information regarding the Assessment Area One Developer.

THE ASSESSMENT AREA ONE DEVELOPER

KL West Port LLC, a Delaware limited liability company (the "Assessment Area One Developer"), owns all of the developable land within Assessment Area One and Assessment Area 2/3. The Assessment Area One Developer is a single-purpose entity whose sole assets is the land it owns in the District. The sole member of the Assessment Area One Developer is VK JV3 LLC, a Delaware limited liability company ("VK JV3"), which is indirectly managed by The Kolter Group LLC. The land in Assessment Area Four is owned by Westport Fund, LLC, a Florida limited liability company, which is managed by the Private Equity Group, L.L.C., a Florida limited liability company and private equity fund based in Fort Myers, Florida.

On September 6, 2019, the Assessment Area One Developer acquired the land within the District by acquiring Murdock Fund, LLC a Florida limited liability company ("Company") that was originally formed on August 11, 2017, which owned the land. At closing, the Company was renamed "KL West Port LLC". On November 12, 2019, the Company was converted to a Delaware limited liability company. On December 5, 2019, VK JV3 LLC a Delaware limited liability company purchased all of the interest in KL West Port LLC and became the sole member of the Assessment Area One Developer. VK JV3 LLC is owned in part by an affiliate of The Kolter Group LLC, a Florida limited liability company (the "Kolter Group") and a private investment fund managed by Värde Management, L.P.
The Kolter Group was organized in December 2009 and is managed by Kevin Voller, Howard Erbstein, William Johnson, and Robert Julien. The Kolter Group is a private investment firm focused on real estate development, investment, and construction, based in Delray Beach, Florida. The Kolter Group and its affiliates (collectively, "Kolter") have sponsored over $15 billion of real estate transactions (both in process and realized) throughout the southeastern United States, including numerous transactions throughout Florida. Since 2007, Kolter has acquired over 60 projects in Florida, consisting of over 16,000 homesites. Kolter has developed and sold out 54 projects and is currently developing or actively selling an additional 60 projects.

The Värde ownership entity in VK JV3 LLC is owned by private investment funds managed by Värde Management, L.P., the SEC-registered investment adviser for the Värde organization. Varde Partners "Varde" is a $12 billion global alternative investment firm that employs a credit-oriented, value-based approach to investing across a broad array geographies, segments and asset types, including real estate, corporate credit, mortgages, specialty finance, transportation and infrastructure. The firm sponsors and manages a family of private investment funds with a global investor base that includes foundations and endowments, pension plans, insurance companies, other institutional investors and private clients. Now in its third decade, Värde employs 250 people with main offices in Minneapolis, London and Singapore and additional offices around the world.

Neither the Assessment Area One Developer nor any of the other persons or entities listed above are guaranteeing payment of the Series 2020 Bonds or the Series 2020 Special Assessments. None of the entities listed herein, other than the Assessment Area One Developer, has entered into any agreements in connection with the issuance of the Series 2020 Bonds.

TAX MATTERS

General

The Internal Revenue Code of 1986, as amended (the "Code"), includes requirements that the District must continue to meet after the issuance of the Series 2020 Bonds in order that the interest on the Series 2020 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 2020 Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2020 Bonds. The District has covenanted in the Bond 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 2020 Bonds.

In the opinion of Greenberg Traurig, P.A., 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 2020 Bonds is excludable from gross income of the holders thereof for federal income tax purposes; and, further, interest on the Series 2020 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. Bond Counsel is further of the opinion that the Series 2020 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 2020 Bonds. Prospective purchasers of the Series 2020 Bonds should consult their own tax advisors as to the status of interest on the Series 2020 Bonds under the tax laws of any state other than the State.
The above opinion on federal tax matters with respect to the Series 2020 Bonds will be based on and will assume the accuracy of certain representations and certifications of the District and the Assessment Area One Developer, and compliance with certain covenants of the District to be contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Series 2020 Bonds will be and will remain obligations the interest on which is excludable from gross income for federal income tax purposes. Bond Counsel will not independently verify the accuracy of those certifications and representations. Bond Counsel will express no opinion as to any other consequences regarding the Series 2020 Bonds.

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 2020 Bonds, or the ownership or disposition of the Series 2020 Bonds. Prospective purchasers of Series 2020 Bonds should be aware that the ownership of Series 2020 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 2020 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 2020 Bonds, (iii) the inclusion of the interest on the Series 2020 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 2020 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 2020 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 2020 Bonds. Prospective purchasers of the Series 2020 Bonds should consult their own tax advisors as to the impact of these other tax consequences.

Bond Counsel's opinion is based on existing law, which is subject to change. Such opinion is further based on factual representations made to Bond Counsel as of the date of issuance of the Series 2020 Bonds. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinion is not a guarantee of a particular result, and is not binding on the IRS or the courts; rather, such opinion represents Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

**Original Issue Discount and Premium**

Certain of the Series 2020 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 Series 2020 Bonds, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale, or other disposition of that Discount Bond.
Certain of the Series 2020 Bonds ("Premium Bonds") may be offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity (or earlier for certain Premium Bonds callable prior to maturity). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually (or over a shorter permitted compounding interval selected by the owner). No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity), or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond.

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

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 2020 Bonds, or adversely affect the market price or marketability of the Series 2020 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 2020 Bonds. Prospective purchasers of the Series 2020 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2020 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 2020 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 2020 Bonds, under certain circumstances, to "backup withholding" at the rates set forth in the Code, with respect to payments on the Series 2020 Bonds and proceeds from the sale of Series 2020 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2020 Bonds. This withholding generally applies if the owner of Series 2020 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 2020 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.
AGREEMENT BY THE STATE

Under the Act, the State pledges to the holders of any bonds issued thereunder, including the Series 2020 Bonds, that it will not limit or alter the rights of the District 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.

LEGALITY FOR INVESTMENT

The Act provides that the Series 2020 Bonds are legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, instrumentality, county, municipality or other political subdivision of the State, and constitute securities which may be deposited by banks or trust companies as security for deposits of state, county, municipal or other public funds, or by insurance companies as required or voluntary statutory deposits.

SUITABILITY FOR INVESTMENT

In accordance with applicable provisions of Florida law, the Series 2020 Bonds may initially be sold by the District only to "accredited investors" within the meaning of Chapter 517, Florida Statutes and the rules promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfer in any secondary market for the Series 2020 Bonds. Investment in the Series 2020 Bonds poses certain economic risks. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing.

ENFORCEABILITY OF REMEDIES

The remedies available to the Owners of the Series 2020 Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Series 2020 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2020 Bonds will be qualified as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

LITIGATION

The District

There is no litigation of any nature now pending or, to the knowledge of the District threatened, against the District seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2020 Bonds, or in any way contesting or affecting (i) the validity of the Series 2020 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, (ii) the pledge or application of any moneys or security provided for the payment of the Series 2020 Bonds, (iii) the existence or powers of the District or (iv) the validity of the Assessment Proceedings.
The Assessment Area One Developer

There is no litigation of any nature now pending or, to the knowledge of such Assessment Area One Developer, threatened, which could reasonably be expected to have a material and adverse effect upon the completion of the Assessment Area One - 2020 Project or the development of the lands in Assessment Area One of the District as described herein, materially and adversely affect the ability of such Assessment Area One Developer to pay the Series 2020 Special Assessments imposed against the land within the District owned by such Assessment Area One Developer or materially and adversely affect the ability of such Assessment Area One Developer to perform its various obligations described in this Limited Offering Memorandum.

CONTINGENT FEES

The District has retained Bond Counsel, District Counsel, the District Engineer, the Methodology Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (who has retained Trustee's Counsel), with respect to the authorization, sale, execution and delivery of the Series 2020 Bonds. Except for the payment of certain fees to District Counsel, District Engineer and the Methodology Consultant, the payment of fees of the other professionals is each contingent upon the issuance of the Series 2020 Bonds.

NO RATING

No application for a rating for the Series 2020 Bonds has been made to any rating agency, nor is there any reason to believe that an investment grade rating for the Series 2020 Bonds would have been obtained if application had been made.

EXPERTS

The Engineer's Report attached as APPENDIX C to this Limited Offering Memorandum has been prepared by Morris Engineering & Consulting LLC, Lakewood Ranch, Florida, the District Engineer. APPENDIX C should be read in its entirety for complete information with respect to the subjects discussed therein. Wrathell, Hunt and Associates, LLC, Boca Raton, Florida, as Methodology Consultant, has prepared the Assessment Methodology set forth as APPENDIX D attached hereto. APPENDIX D should be read in its entirety for complete information with respect to the subjects discussed therein. The District Engineer and the Methodology Consultant have consented to the inclusion of their reports in this Limited Offering Memorandum.

FINANCIAL INFORMATION

This District will covenant in the Disclosure Agreement (as defined herein), the proposed form of which is set forth in APPENDIX E attached hereto, to provide its annual audited financial statements to certain information repositories as described in APPENDIX E, commencing with the audit for the District fiscal year ended September 30, 2020. The District does not have audited financial statements because the District has only recently been established. As of the date hereof, the District does not have any significant assets or liabilities and the District has not previously issued any debt obligations. The Series 2020 Bonds are not general obligation bonds of the District and are payable solely from the Series 2020 Pledged Revenues, as set forth in the Indenture.

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

**DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS**

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

**CONTINUING DISCLOSURE**

The District and the Assessment Area One Developer will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement"), the proposed form of which is set forth in the attached APPENDIX E, for the benefit of the Series 2020 Bondholders (including owners of beneficial interests in such Series 2020 Bonds), to provide certain financial information and operating data relating to the District and the Development and the occurrence of certain enumerated material events by certain dates prescribed in the Disclosure Agreement (the "Reports") with the Municipal Securities Rulemaking Board ("MSRB") through the MSRB's Electronic Municipal Market Access system. The specific nature of the information to be contained in the Reports is set forth in "APPENDIX E: PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT." Under certain circumstances, the failure of the District or the Assessment Area One Developer or any other future obligated party to comply with their respective obligations under the Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement would allow the Series 2020 Bondholders (including owners of beneficial interests in such Series 2020 Bonds), as applicable, to bring an action for specific performance.

Neither the District nor the Assessment Area One Developer have previously entered into any continuing disclosure agreements in connection with Rule 15c2-12 (the "Rule") promulgated under the Securities Exchange Act of 1934, as amended. The District will appoint the District Manager to serve as dissemination agent under the Disclosure Agreements for the Series 2020 Bonds.

**UNDERWRITING**

FMSbonds, Inc. (the "Underwriter") has agreed, pursuant to a contract with the District, subject to certain conditions, to purchase the Series 2020 Bonds from the District at a purchase price of $___________ (par amount of the Series 2020 Bonds, [plus/less an original issue premium/discount of $___________ and] less an Underwriter's discount of $___________). The Underwriter's obligations are subject to certain conditions precedent and, upon satisfaction or waiver of such conditions precedent, the Underwriter will be obligated to purchase all of the Series 2020 Bonds if any Series 2020 Bonds are purchased.

The Underwriter intends to offer the Series 2020 Bonds to accredited investors at the offering prices set forth on the inside cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Series 2020 Bonds may be offered and sold to certain dealers, banks and others at prices lower than the initial offering prices, and such initial offering prices may be changed from time to time by the Underwriter.

53
VALIDATION

Bonds issued pursuant to the terms of the Master Indenture have been validated by a judgment of the Circuit Court of the Twentieth Judicial Circuit Court of Florida in and for Charlotte County, Florida, rendered on January 31, 2020. The period of time during which an appeal can be taken has expired with no appeal being filed.

LEGAL MATTERS

Certain legal matters related to the authorization, sale and delivery of the Series 2020 Bonds are subject to the approval of Greenberg Traurig, P.A., West Palm Beach, Florida, Bond Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel, GrayRobinson, P.A. Tampa, Florida. Certain legal matters will be passed upon for the District by its counsel, Hopping Green & Sams P.A., Tallahassee, Florida. Certain legal matters will be passed upon for the Assessment Area One Developer by its counsel, Greene Hamrick Quinlan & Schermer, P.A., Bradenton, 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 of delivery of the Series 2020 Bonds. 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.

MISCELLANEOUS

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

The references herein to the Series 2020 Bonds and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to such documents for full and complete statements of such provisions.

This Limited Offering Memorandum is submitted in connection with the limited offering of the Series 2020 Bonds and may not be reproduced or used, as a whole or in part, for any purpose. This Limited Offering Memorandum is not to be construed as a contract with the purchaser or the Beneficial Owners of any of the Series 2020 Bonds.
AUTHORIZATION AND APPROVAL

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

WEST PORT COMMUNITY
DEVELOPMENT DISTRICT

By: ________________________________
Chairperson, Board of Supervisors
APPENDIX A

PROPOSED FORMS OF MASTER INDENTURE
AND FIRST SUPPLEMENTAL INDENTURE
or purchase price of (as the case may be) and interest on Bonds of a Series issued hereunder and any reimbursement due to any Credit Facility Issuer for any drawing on its Credit Facility issued with respect to any such Bonds, as required under the terms of the corresponding Bond Agreement (hereinafter defined), the security and payment of the principal, redemption or purchase price thereof (as the case may be) and interest thereon, any reimbursement due to a Credit Facility Issuer (hereinafter defined), if any, for any drawing on its Credit Facility (hereinafter defined), the rights of the Owners of the Bonds of a Series (as hereinafter defined) and the performance and observance of all of the covenants contained herein and in said Bonds and in any Bond Agreement for in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Bonds of a Series by the Owners thereof, from time to time, the issuance by any Credit Facility Issuer of its Credit Facility, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intended to be legally bound hereby, the Issuer hereby assigns, transfers, sets over and pledges to the Trustee and grants a lien on all of the right, title and interest of the Issuer in and to the Pledged Revenues (hereinafter defined) as security for the principal, redemption

**ARTICLE I**

**DEFINITIONS**

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

- **Account** shall mean any account or subaccount therein established pursuant to this Master Indenture and all Supplemental Indentures.
- **Acquisition Agreement** shall mean one or more improvement acquisition agreements between the Issuer and the Developer, pursuant to which the Developer agrees to provide, design, construct and sell to the Issuer, and the Issuer agrees to purchase from the Developer, all or a portion of a Project.
- **Acquisition and Construction Fund** shall mean the Fund so designated which is established pursuant to Section 5.01 hereof.
- **Act** shall mean the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended from time to time, and any successor statute thereto.
- **Annual Budget** shall mean the Issuer's budget of current operating and maintenance expenses for a Fiscal Year, as the same may be amended from time to time, adopted in accordance with the provisions hereof.
- ** Arbitrage Certificate** shall mean the certificate of the Issuer delivered at the time of issuance of a Series of Bonds setting forth the expectations of the Issuer with respect to the use of the proceeds of such Series and also containing certain covenants of the Issuer in order to achieve compliance with the Code relating to the tax-status of the Bonds.
- **Authorized Denomination** shall mean, unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, with respect to each Series of Bonds, a denomination of $5,000 and integral multiples of $5,000 in excess thereof.
- **Authorized Newspaper** shall mean a newspaper printed in English and customarily published at least once a day at least five days a week and generally circulated in New York, New York, or such other cities as the Issuer from time to time may determine by written notice provided to the Trustee. When successive publications in an Authorized Newspaper are required, they may be made in the same or different Authorized Newspapers.
“Completion Date” shall have the meaning given to such term in Section 5.01(c) of this Master Indenture.

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

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

“Consulting Engineer” shall mean the Independent engineer or engineering firm or corporation at the time employed by the Issuer under the provisions of Section 9.21 of this Master Indenture to perform and carry out duties imposed on the Consulting Engineer by this Master Indenture and any Supplemental Indentures. The Independent engineer or engineering firm or corporation at the time serving as the engineer to the Issuer may serve as Consulting Engineer under this Master Indenture and any Supplemental Indentures.

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

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

(a) expenses of determining the feasibility or practicability of acquisition, construction, or reconstruction of the Project;
(b) cost of surveys, estimates, plans, and specifications;
(c) cost of improvements;
(d) engineering, architectural, fiscal, legal, accounting and other professional and advisory expenses and charges;
(e) cost of all labor, materials, machinery, and equipment (including, without limitation, (i) amounts payable to contractors, builders and materialmen and costs incident to the award of contracts and (ii) the cost of labor, facilities and services furnished by the Issuer and its employees, materials and supplies purchased by the Issuer and permits and licenses obtained by the Issuer);
(f) cost of all lands, properties, rights, easements, and franchises acquired;
(g) financing charges;
(h) creation of initial reserve and debt service funds;

In connection with the refunding or redeeming of any Bonds, “Cost” includes, without limiting the generality of the foregoing, the items listed in (d), (e), (f) and (h) above, and other expenses related to the redemption of the Bonds to be redeemed and the Redemption Price of such Bonds (and the accrued interest payable on redemption to the extent not otherwise provided for).

Whenever Costs are required to be itemized, such itemization shall, to the extent practicable, correspond with the items listed above. Whenever Costs are to be paid hereunder, such payment may be made by way of reimbursement to the Issuer or any other Person who has paid the same in addition to direct payment of Costs.

“Counsel” shall mean an attorney-at-law or law firm (who may be counsel for the Issuer) with expertise in the related matters.

“County” shall mean Charlotte County, Florida.

“Credit Facility” shall mean any credit enhancement mechanism such as an irrevocable letter of credit, a surety bond, a policy of municipal bond insurance, a corporate or other guaranty, a purchase agreement, a credit agreement or deficiency agreement or other similar facility applicable to the Bonds, as established pursuant to a Supplemental Indenture, pursuant to which the entity providing such facility agrees to provide funds to make payment of the principal of and interest on the Bonds. Notwithstanding anything to the contrary contained in this Master Indenture, the Bonds may be issued without a Credit Facility; the decision to provide a Credit Facility in respect of any Bonds shall be within the absolute discretion of the Board.

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

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

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

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

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

“Developer” shall mean the entities identified to the Issuer, as the master developers of all or a portion of the District Lands and any affiliates or any other entities which succeed to all or any part of the interests and assumes any or all of the responsibilities of such entities, as the master developer of all or a portion of the District Lands.

“Developer Funding Agreement” shall mean, if applicable, one or more developer capital funding agreements between the Issuer and the Developer, pursuant to which the Developer agrees to advance moneys, from time to time, to the Issuer for deposit into the appropriate Account of the Acquisition and Construction Fund, so that there are sufficient moneys on deposit therein (taking into account proceeds from the applicable Series of Bonds) to complete a Project. Any obligation on the part of the Issuer to repay such advances made by the Developer shall be subordinate to the payment of the Bonds.

“District Lands” or “District” shall mean the premises governed by the Issuer, consisting of approximately 434.68 acres of land located entirely within the unincorporated area of the County, as more fully described in Exhibit A hereto.

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

“Electronic Means” or “electronic means” shall mean telecopy, facsimile transmission, email transmission or other similar electronic means of communicating providing evidence of transmission.

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

“Fiscal Year” shall mean the period of twelve (12) months beginning October 1 of each calendar year and ending on September 30 of the following calendar year, and also shall mean the period from actual execution hereof to and including the next succeeding September 30, or such other consecutive twelve-month period as may hereafter be established pursuant to a Certified Resolution as the fiscal year of the Issuer for budgeting and accounting purposes as authorized by law.

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

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

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

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

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

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

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

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

“Investment Securities” shall mean and include any of the following securities, and if to the extent that such securities are legal investments for funds of the Issuer:

(i) Government Obligations;

(ii) obligations of any of the following agencies: Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Farmers Home Administration; Student Loan Marketing Association; Federal Home Loan Mortgage Corporation, or other similar governmental sponsored entities;

(iii) deposits, Federal funds or bankers’ acceptances (with term to maturity of 270 days or less) of any 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;

(iv) commercial paper (having maturities of not more than 270 days) rated in the top two rating category by both Moody’s and S&P at the time of purchase;

(v) municipal securities issued by any state or commonwealth of the United States or political subdivision thereof or constituted authority thereof including, but not limited to, municipal corporations, school districts and other special districts, the interest on which is exempt from federal income taxation under Section 103 of the Code and rated A- or higher by Moody’s, Fitch or S&P at the time of purchase;

(vi) (A) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 85(a) of the Code) that is a money market fund that is rated in the highest rating category for such funds by both Moody’s and S&P, and (B) shares of money market mutual funds that invest only in Government Obligations and obligations of any of the following agencies: Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Farmers Home Administration; Student Loan Marketing Association; Federal Home Loan Mortgage Corporation and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by both Moody’s and S&P at the time of purchase;

(vii) the Local Governmental Surplus Funds Trust Fund as described in Florida Statutes, Section 218.405 or the corresponding provisions of subsequent laws provided that such fund, at the time of purchase, is rated at least “AA” by Moody’s (without regard to gradation) or at least “Aa” by Moody’s (without regard to gradation);

(viii) negotiable or non-negotiable certificates of deposit, savings accounts, deposit accounts, money market deposits or banking arrangements issued by or with any financial institution subject to state or federal regulation provided that the full principal amount is insured by the Federal Deposit Insurance Corporation (“FDIC”) (including the FDIC’s Savings Association Insurance Fund), including the Trustee or its affiliates, which have a rating on their short-term certificates of deposit on the date of purchase in one of the three highest short-term Rating Categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned by any Rating Agency and which mature not more than 360 days after the date of purchase; and

(ix) other investments permitted by Florida law and directed by the Issuer.

Under all circumstances, the Trustee shall be entitled to request and to receive from the Issuer and conclusively rely upon a certificate, an Officer’s Certificate setting forth that their investment directed by the Issuer is permitted under the Indenture and is a legal investment for funds of the Issuer.

“Issuer” shall mean the West Port Community Development District.

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

“Majority Holders” shall mean the Beneficial Owners of more than fifty percent (50%) of the applicable Series of Outstanding Bonds.

“Master Indenture” shall mean, this Master Trust Indenture dated as of March 1, 2020 by and between the Issuer and the Trustee, as amended and or supplemented in accordance with the provisions of Article XII hereof.

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

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

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

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

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

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

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

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

“Paying Agent” shall mean initially, Regions Bank and thereafter any successor thereto appointed in accordance with Section 11.20 of this Master Indenture.

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

“Pledged Revenues” shall mean, unless otherwise provided by Supplemental Indenture with respect to a Series of Bonds, with respect to each Series of Bonds Outstanding, (a) all revenues received by the Issuer from Special Assessments levied and collected on all or a portion of the District Lands with respect to a Project or portion thereof financed by such Series of Bonds, including, without limitation, amounts received from any foreclosure proceedings for the enforcement of collection of such Special Assessments or from the issuance and sale of tax certificates with respect to such Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture allocated to such Series of Bonds; provided, however, that Pledged Revenues shall not include (i) any moneys transferred to the Rebrete Fund, or investment earnings thereon and (ii) “special assessments” levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or “maintenance special assessments” levied and collected by the Issuer under Section 190.021(3) of the Act (ii) being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (i) and (ii) of this provision.

“Prepayment” shall mean the payment by any owner of Property of the amount of Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date. A landowner may make a Prepayment in kind pursuant to the provisions of Section 9.08 hereof.

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

“Project” shall mean with respect to any Series of Bonds, the design, acquisition, construction equipping and/or improvement of certain public infrastructure consisting of, but not limited to, sanitary sewer systems, water distribution systems, storm water management facilities; roadway improvements; undergrounding differential costs of utilities, recreational facilities; acquisition of certain interests in lands; and related incidental costs, all as more specifically described in the Supplemental Indenture relating to such Series of Bonds provided that such Project shall specially benefit all of the District Lands on which Special Assessments to be levied and collected thereon have been or will be levied.

“Project Documents” shall mean all permits, drawings, plans and specifications, contracts and other instruments and rights relating to a Project and a development assigned by the Developer to the Issuer pursuant to a collateral assignment.

“Property Appraiser” shall mean the property appraiser of the County.
"Property Appraiser and Tax Collector Agreement" shall mean the Property Appraiser and Tax Collector Agreement described in Section 9.04 hereof.

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

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

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

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

"Regular Record Date" shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date, unless provided otherwise in any Supplemental Indenture.

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

"Responsible Officer" shall mean any member of the Board or any other officer of the Issuer, including the Assistant Secretary or other person designated by Certified Resolution of the Issuer, a copy of which shall be on file with the Trustee, to act for any of the foregoing, either generally or with respect to the execution of any particular document or other specific matter.

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

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

"S&P" shall mean S&P Global Ratings, a division of S&P Global Inc., and its successors and assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

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

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

"Special Assessments" shall mean (a) the net proceeds derived from the levy and collection of "special assessments," as provided in Sections 190.01(14) and 190.02(2) of the Act against District lands that are subject to assessment as a result of a particular Project or any portion thereof, and (b) the net proceeds derived from the levy and collection of "benefit special assessments," as provided for in Section 190.02(2)(g) of the Act, against the lands within the District that are subject to assessment as a result of a particular Project or any portion thereof, and in the case of both "special assessments" and "benefit special assessments," including the interest and penalties on such assessments, pursuant to all applicable provisions of the Act and Chapter 170, Florida Statutes, and Chapter 197, Florida Statutes (and any successor statutes thereto), including, without limitation, any amount received from any foreclosure proceeding for the enforcement of collection of such assessments or from the issuance and sale of tax certificates with respect to such assessments, less (to the extent applicable) the fees and costs of collection thereof payable to the Tax Collector and certain administrative costs payable to the Property Appraiser pursuant to the Property Appraiser and Tax Collector Agreement. "Special Assessments" shall not include "special assessments" levied and collected by the Issuer under Section 190.02(2) of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the Issuer under Section 190.02(3) of the Act.

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

"State" shall mean the State of Florida.

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

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

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

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

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

[END OF ARTICLE I]
mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to giving such notice, at his address as it appears in the Bond Register. The foregoing notwithstanding, but subject to the procedures set forth in Section 2.11 hereof, any Owner of Bonds of a Series in an aggregate principal amount of at least $1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number or file with the Trustee and Paying Agent, upon requesting the same in a writing received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Trustee and Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Record Date. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, interest on the Bonds will be computed on the basis of a 360-day year of twelve 30-day months. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by such Bonds on the day before the default occurred.

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

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

SECTION 2.03. Authentication. No Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, and such authentication shall be proof that the Bondholder is entitled to the benefit of the trust hereby created. The Trustee shall at all times serve as Authentication Agent and shall be authorized to authenticate the Bonds.

SECTION 2.04. Registration and Registrar. The Trustee is hereby constituted and appointed as the Registrar for the Bonds. The Registrar shall act as registrar and transfer agent for the Bonds. The Issuer shall cause to be kept at an office of the Registrar (hereinafter sometimes referred to as the “Registrar Office” or “Registrar”) in which, subject to the provisions set forth in Section 2.08 below and such other regulations as the Issuer and Registrar may prescribe, the Issuer shall provide for the registration of the Bonds and for the registration of transfers and exchanges of such Bonds. The Trustee shall notify the Issuer in writing of the specific office location (which may be changed from time to time, upon similar notification) at which the Bond Register is kept. The Bond Registrar shall initially be kept at the Trustee’s designated corporate trust office in Jacksonville, Florida.

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

Upon surrender for registration of transfer of any Bond at the designated office of the Registrar, and upon compliance with the conditions for the transfer of Bonds set forth in this Section 2.08, the Issuer shall execute and the Trustee (or Registrar as described in Section 2.03 and Section 2.04 hereof) shall authenticate and deliver, in the name of the designated transferee, one or more new Bonds of a like aggregate principal amount and of the same Series and maturity.

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

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

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

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

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

SECTION 2.09. Persons Deemed Owners. The Issuer, the Trustee, any Paying Agent, or the Registrar shall deem and treat the person in whose name any Bond is registered to be the absolute Owner thereof (whether or not such Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by one other than the Issuer; the Trustee, any Paying Agent or the Registrar) for the purpose of receiving payment of or on account of the principal or Redemption Price of and interest on such Bond, and for all other purposes, and the Issuer, the Trustee, any Paying Agent, or the Registrar shall be entitled to receive payment by any such check or other instrument without any inquiry as to the ownership of such Bond, and shall be fully protected in relying thereon. All such payments so made to any such Owner, or upon his order, shall be valid and, to the extent of the sum or sums so paid, effective to satistfy and discharge the liability for monies payable upon any such Bond.

SECTION 2.10. Limitation on Incurrence of Certain Indebtedness. The Issuer will not incur, or suffer to exist as an obligation of the Issuer or any Subsidiary, any Indebtedness involving liabilities in the form of any other Bonds or series of Bonds of the Issuer or any Subsidiary, in the aggregate, in excess of ten percent of the Net Property Valuation (as defined in Section 2.06 hereof) of the Issuer. The Issuer and the Trustee shall have the right to provide for the issuance of any Indebtedness involving liabilities in the form of any other Bonds or series of Bonds of the Issuer or any Subsidiary, in the aggregate, in excess of ten percent of the Net Property Valuation (as defined in Section 2.06 hereof) of the Issuer, so long as the Net Property Valuation of the Issuer prior to the issuance of such Indebtedness shall be on or prior to June 30, 2018. Any Indebtedness involving liabilities in the form of any other Bonds or series of Bonds of the Issuer or any Subsidiary, in the aggregate, in excess of ten percent of the Net Property Valuation (as defined in Section 2.06 hereof) shall be subject to the conditions and limitations set forth in this Section 2.10 and subject to the conditions set forth in Section 2.06 hereof.

SECTION 2.11. Qualification for The Depository Trust Company. To the extent provided in a Supplemental Indenture or authorized and directed by a Resolution of the Issuer authorizing the issuance of a Series of Bonds, the Trustee shall be authorized to enter into agreements with The Depository Trust Company, New York, New York (“DTC”) and other depository trust companies, including, but not limited to, agreements necessary for wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC, and other depository trust companies in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC and other depository trust companies (or any of their designees identified to the Trustee) by overnight delivery, courier service, telegraph, 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, unless otherwise provided in the Indenture, provided that the Issuer may enter into agreements with issuers of Credit Facilities which involve loans on a parity with that of the Issuer and which are backed by such Credit Facilities. Notwithstanding the foregoing, in the event of the holder of any such Credit Facilities acquiring any Bond or series of Bonds from another person by purchase or otherwise, the Trustee shall have the right to register such Bond or series of Bonds in the name of the Person acquiring such Bond or series of Bonds as The Depository Trust Company, New York, New York, as nominee for DTC, or any other Person or Persons as are designated by the Person acquiring such Bond or series of Bonds.

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

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 such Series registered in the name of Cede & Co. and shall be held in such form until maturity. Individuals may purchase beneficial interests in Authorized Participants in a book-entry-only form, without certificated Bonds, through DTC Participants and Indirect Participants.
In the event DTC, any successor of DTC or the Issuer elects to discontinue the book-entry only system in conformity with the requirements of DTC, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Bonds may be exchanged for an equal aggregate principal amount of Bonds in other Authorized Denominations and of the same maturity and Series upon surrender thereof at the designated corporate trust office of the Trustee.

END OF ARTICLE II]
ARTICLE V
ACQUISITION AND CONSTRUCTION FUND

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

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

(i) Subject to the provisions of Section 9.24 hereof, payments made to the Issuer from the sale, lease or other disposition of a Project or any portion thereof;
(ii) Subject to the provisions of Section 9.14 hereof, the balance of insurance proceeds with respect to the loss or destruction of a Project or any portion thereof; and
(iii) Deposits made by the Developer pursuant to the terms and provisions of a Developer Funding Agreement.

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

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

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

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

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

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

SECTION 6.02. Funds and Accounts Relating to the Bonds. The Funds and Accounts specified in this Article VI shall be established under this Master Indenture and each Supplemental Indenture pursuant to which a Series of Bonds is issued for the benefit of the designated in the applicable Supplemental Indenture thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Bonds of such Series subject to mandatory sinking fund redemption on the next succeeding mandatory sinking fund redemption date, less any amount on deposit in the applicable Series Sinking Fund Account not previously credited.

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

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

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

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

SECTION 6.04. Debt Service Fund. The Trustee is hereby authorized and directed to establish a Debt Service Fund which shall consist of amounts deposited therein by the Trustee and the other amounts in the Series Accounts from time to time, to which the Trustee may apply the proceeds of the related Series of Bonds. The Debt Service Fund shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the

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

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

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

SECOND, beginning on the date set forth in the related Supplemental Indenture, and no later than the Business Day next preceding each May 1 or November 1, as designated in the applicable Supplemental Indenture, to purchase on the open market or call for redemption (at the election of the Issuer) Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Principal Account of the Debt Service Fund, an amount equal to the principal amount of Bonds of such Series maturing on the next succeeding May 1 or November 1, less any amount on deposit in the applicable Series Principal Account not previously credited;

THIRD, beginning on the date set forth in the related Supplemental Indenture, and no later than the Business Day next preceding each May 1 or November 1, as designated in the applicable Supplemental Indenture, to purchase on the open market or call for redemption (at the election of the Issuer) Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Principal Account of the Debt Service Fund, an amount equal to the principal amount of Bonds of such Series maturing on the next succeeding May 1 or November 1, less any amount on deposit in the applicable Series Principal Account not previously credited.

When a Series of Bonds is to be purchased out of such Series Sinking Fund Account, if the Issuer shall notify the Trustee that the Issuer wishes to arrange for such purchase, the Trustee shall comply with the Issuer’s arrangements provided they conform to the Indenture.

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

(a) The Trustee shall apply the amounts required to be transferred to the applicable Series Sinking Fund Account (less any moneys applied to the purchase of Bonds of the applicable Series pursuant to the next sentence hereof) on the mandatory sinking fund redemption date in each of the years set forth in the Supplemental Indenture to the redemption of Bonds of the related Series in the amounts, manner and maturities and on the dates set forth in the Supplemental Indenture, until the principal amount thereof is redeemed. At the written direction of the Issuer, the Trustee shall apply moneys from time to time available in the applicable Series Sinking Fund Account to the purchase of Bonds of the applicable Series which become payable, redeemable, refundable or callable at a price less than the principal amount thereof, in lieu of redemption as aforesaid, provided that firm purchase commitments can be made before the redemption date specified in the Series account. When 50% or more of the principal amount of a Series of Bonds is redeemed, the amount, if any, in the Debt Service Fund representing interest thereon shall be applied to the payment of accrued interest in connection with such redemption.

(b) The Trustee shall apply moneys in the Series Sinking Fund Account in the Debt Service Fund to the purchase or redemption of the applicable Series of Bonds as it becomes payable, redeemable, refundable or callable at a price less than the principal amount thereof, in lieu of redemption as aforesaid, provided that firm purchase commitments can be made before the redemption date specified in the Series account. When 50% or more of the principal amount of a Series of Bonds is redeemed, the amount, if any, in the Debt Service Fund representing interest thereon shall be applied to the payment of accrued interest in connection with such redemption.
such Series so purchased shall be credited towards the Debt Service Requirements in respect of the mandatory redemption of Bonds of such Series for which notice of redemption has been given pursuant to Section 8.02 of this Master Indenture. Any Bond so purchased shall be presented to the Trustee for cancellation. In such event, the Debt Service Requirements with respect to the Bonds of a Series for the period in which the purchased Bonds are presented to the Trustee shall, for all purposes hereunder, be reduced by an amount equal to the aggregate principal amount of any such Bonds so presented.

SECTION 6.05. Debt Service Reserve Fund. The Trustee is hereby authorized and directed to establish a Debt Service Reserve Fund. If any Debt, pursuant to a Supplemental Indenture a Series Account for each Series of Bonds issued hereunder. The Debt Service Reserve Fund and each Series Account therein shall be retained therein until applied as set forth herein. If made applicable in a Supplemental Indenture, in the event that a Series Account of the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement with respect to such Series of Bonds due to a decrease in the then applicable Debt Service Reserve Requirement with respect to such Series of Bonds, earnings on investments in each Series Account of the Debt Service Reserve Fund shall be retained therein until applied as set forth therein, and shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. Unless otherwise provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, on the date of issuance and delivery of a Series of Bonds an amount of Bond proceeds or equity equal to the Debt Service Reserve Requirement in respect of such Series of Bonds, calculated as of the date of issuance and delivery of such Series of Bonds, shall be deposited in the related Series Account of the Debt Service Reserve Fund. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, and as long as there exists no default under the Indenture and the amount in the Series Account of the Debt Service Reserve Fund is not reduced below the then applicable Debt Service Reserve Requirement in respect of such Series of Bonds, unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, earnings on investments in the Series Account of the Debt Service Reserve Fund shall, prior to the Completion Date of a Project, be transferred to the applicable Acquisition and Construction Account of the Acquisition and Construction Fund, and after the Completion Date, shall be, at the written direction of the Issuer, transferred to the related Series Account of the Revenue Fund. Otherwise, earnings on investments in each Series Account of the Debt Service Reserve Fund shall be retained therein until applied as set forth herein. If made applicable in a Supplemental Indenture, in the event that a Series Account of the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement with respect to such Series of Bonds due to a decrease in the then applicable Debt Service Reserve Requirement as a result of an optional prepayment by the owner of a lot or parcel of land of Special Assessments against such lot or parcel or a mandatory true-up payment, which Special Assessments are pledged for the payment and security of such Bonds, the excess amount shall, as directed by the terms of the applicable Supplemental Indenture, either be transferred from the Series Account or sub-account of the Debt Service Reserve Fund to the Series Account within the Rebate Fund established for such Series of Bonds and shall constitute a credit against such optional prepayment or true-up payment. If made applicable in the Supplemental Indenture with respect to a Series of Bonds, in the event that the amount in a Series Account of the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement with respect to such Series of Bonds due to a decrease in the then applicable Debt Service Reserve Requirement for any other reason, the excess amount shall, as directed by the terms of the applicable Supplemental Indenture, either be transferred from the Series Account or sub-account of the Debt Service Reserve Fund to the Series Account within the Rebate Fund established for such Series of Bonds and shall constitute a credit against such optional prepayment or true-up payment. If made applicable in the Supplemental Indenture with respect to a Series of Bonds, if at any time the moneys held by the Trustee in the Funds (other than the moneys in the Rebate Fund) and Accounts hereunder and under a Supplemental Indenture and available thereof are sufficient to pay the principal or Redemption Price of, as the case may be, and interest on all Bonds of a Series then Outstanding under such Indenture to maturity or prior redemption, together with any amounts due the Issuer and the Trustee, Paying Agent, Registrar and Credit Facility Issuer, if any, the Trustee, at the direction of the Issuer, shall apply the amounts in the Series Funds and Accounts to the payment of the aforesaid obligations and the Issuer shall not be required to pay any sums in respect of any Bond of a Series of Bonds unless and until it shall appear that there is a deficiency in the Funds and Accounts held by the Trustee.

SECTION 6.06. Rebate Fund. The Trustee is hereby authorized and directed to establish a Rebate Fund. Unless otherwise provided in a Supplemental Indenture, the Trustee shall transfer moneys from the applicable Series Account in the Revenue Fund and deposit the same in the Rebate Fund, and shall make payments therefrom at the times and in the amounts required to comply with the covenants in the applicable Arbitrage Certificate, as directed by the Issuer. If so directed by the Issuer in writing, the Trustee shall create one or more Series within the Rebate Fund relating to one or more particular Series of Bonds.

(a) All amounts held in the Rebate Fund shall be governed by this Section and the applicable Arbitrage Certificate. The Trustee shall be entitled to rely on the rebate calculations obtained from the rebate analyst retained by the Issuer pursuant to any Arbitrage Certificate and the Trustee shall not be responsible for any loss or damage resulting from any good faith action taken or omitted to be taken by the Issuer in reliance upon such calculations.

(b) Pursuant to the applicable Arbitrage Certificate, the Trustee shall remit all rebate installments and a final rebate payment to the United States. The Trustee shall have no obligation to pay any amounts required to be rebated pursuant to this Section and the applicable Arbitrage Certificate, other than at the direction of the Issuer and from moneys held in the Rebate Fund or from other moneys provided to it by the Issuer. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any arbitrage rebate shall be withdrawn and paid to the Issuer.

(c) Notwithstanding any other provision of this Master Indenture, in particular Article XIV hereof, the obligation of the Issuer to pay arbitrage rebate to the United States and to comply with all other requirements of this Section and the Arbitrage Certificate shall survive the defeasance or payment in full of the Bonds.

(d) The Trustee shall not be deemed to have constructive knowledge of the Code or regulations, rulings and judicial decisions concerning the Code.
ARTICLE VII
SECURITY FOR AND INVESTMENT OR DEPOSIT OF FUNDS

SECTION 7.01. Deposit and Security Trustee. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, all deposits made by the Trustee under a Supplemental Indenture for deposit in any Fund or Account established under this Master Indenture or such Supplemental Indenture shall be considered trust funds, shall not be subject to lien or attachment, except for the lien created by this Master Indenture and the related Supplemental Indenture, and shall be deposited with the Trustee with respect to a Series of Bonds, any interest and other income so received shall be deposited in the Debt Service Reserve Fund, any Series Account within the Debt Service Reserve Fund and any Series Account herein for deposits with the Trustee. Such a Federal Reserve Bank, with the trust department of the Trustee as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than $50,000,000.

SECTION 7.02. Investment or Deposit of Funds. Except to the extent otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Trustee shall, as directed by the Issuer in writing, invest moneys held in any Series Account within the Debt Service Reserve Fund, any Series Account within the Bond Redemption Fund created under any Supplemental Indenture only in Government Obligations and other Investment Securities. All deposits made by the Trustee under this Section 7.01 or deposits or redeposits in time accounts under Section 7.02 shall, to the extent permitted by law, be fully secured as to both principal and interest earned, by Investment Securities of the types set forth in the definition of Investment Securities and the provisions thereof. If at any time the Trustee is unable to accept such a deposit or deposits for deposit with a Federal Reserve Bank, with the trust department of the Trustee as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than $50,000,000, the Issuer shall, not later than the date when the amounts will forecastly be needed for purposes set forth herein or in the Supplemental Indenture with respect to a Series of Bonds. All securities securing investments under this Section shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than $50,000,000. The interest and income received upon such investments and any interest paid by the Trustee or any other depositor of any Fund or Account and any profit or loss resulting from the sale of securities shall be added or charged to the Trustee and Account for which such investments were made; provided that any undepositable Fund or Account equals or exceeds the amount required to be on deposit therein, subject to Section 6.05 of this Master Indenture and unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, any interest and other income so received shall be deposited in the related Series Account of the Revenue Fund. Upon request of the Issuer, or on its own initiative whenever payment is to be made of any principal of a Series Account, the Trustee shall sell such securities as may be requested to make the payment and restore the proceeds to the Fund or Account in which the securities were held. The Trustee shall not be accountable for any depreciation in the value of any such security or for any loss resulting from the sale thereof, except as provided hereinafter.

ARTICLE VIII
REDEMPTION AND PURCHASE OF BONDS

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

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

(b) Extraordinary Mandatory Redemption in Whole or in Part. Except as otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, any Series Account of the Bond Redemption Fund for the payment of Current Assessments on any portion of the District Lands in accordance with the provisions of Section 9.08 hereof; (ii) when sufficient moneys are on deposit in the related Series Funds and Accounts (other than moneys in the Revenue Fund and any other excluded Fund or Account as provided in a Supplemental Indenture with respect to a Series of Bonds) to pay and redeem all Outstanding Bonds of a Series and accrued interest thereon to the redemption date in addition to all amounts owed to Persons under the related Indenture; (iii) if made applicable in the Supplemental Indenture with respect to a Series of Bonds, from moneys in excess of the Debt Service Reserve Requirement for a Series of Bonds in the applicable Series Account of the Debt Service Reserve Fund transferred to the Series Account within the Bond Redemption Fund pursuant to Section 6.05 hereof; (iv) from excess moneys remaining in the Series Account of the Revenue Fund to the Series Account within the Bond Redemption Fund in accordance with Section 6.03 of this Master Indenture; (v) if the following is made applicable by the terms of a Supplemental Indenture with respect to a Series of Bonds, from moneys, if any, on deposit in the Series Account of the Bond Redemption Fund pursuant to Section 9.14(c) hereof following condemnation or the sale of any portion of the District Lands benefited by a Project to a governmental entity under threat or condemnation of such governmental entity or the date of a sale of substantially all of the Project when such moneys are not to be used pursuant to 9.14(c) to repair, replace or restore a Project; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (a) notice setting forth the redemption date and (b) a certificate of the Consulting Engineer confirming that the repair and restoration of a Project would not be impracticable; or (vi) all proceeds transferred to the Series Account of the Bond Redemption Fund from the Series Account of the Acquisition and Construction Fund in accordance with Section 5.01(c) hereof.

(c) Mandatory Sinking Fund Redemption. Bonds of a Series may be subject to mandatory sinking fund redemption at a Redemption Price of 100% of the principal thereof plus accrued interest to the redemption date, in the years and amounts set forth in a Supplemental Indenture.

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

The principal amounts of mandatory sinking fund payments shall be reduced as specified by the Issuer or as provided in Section 8.04 hereof by any principal amounts of the Bonds redeemed pursuant to Section 8.01(ab) and (b) hereof or purchased and cancelled pursuant to Section 6.04 hereof.

Upon any redemption of Bonds other than in accordance with scheduled mandatory sinking fund payments, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund payment with respect to the related Series of Bonds. A Series of Bonds is subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Interest Payment Date, at an extraordinary redemption price of 100% of the principal of the Bonds to be redeemed, plus interest accrued to the redemption date, (i) from moneys deposited into the related Series Account within the Bond Redemption Fund following the payment of Special Assessments on any portion of the District Lands in accordance with the provisions of Section 9.08 hereof; (ii) when sufficient moneys are on deposit in the related Series Funds and Accounts (other than moneys in the Revenue Fund and any other excluded Fund or Account as provided in a Supplemental Indenture with respect to a Series of Bonds) to pay and redeem all Outstanding Bonds of a Series and accrued interest thereon to the redemption date in addition to all amounts owed to Persons under the related Indenture; (iii) if made applicable in the Supplemental Indenture with respect to a Series of Bonds, from moneys in excess of the Debt Service Reserve Requirement for a Series of Bonds in the applicable Series Account of the Debt Service Reserve Fund transferred to the Series Account within the Bond Redemption Fund pursuant to Section 6.05 hereof; (iv) from excess moneys remaining in the Series Account of the Revenue Fund to the Series Account within the Bond Redemption Fund in accordance with Section 6.03 of this Master Indenture; (v) if the following is made applicable by the terms of a Supplemental Indenture with respect to a Series of Bonds, from moneys, if any, on deposit in the Series Account of the Bond Redemption Fund pursuant to Section 9.14(c) hereof following condemnation or the sale of any portion of the District Lands benefited by a Project to a governmental entity under threat or condemnation of such governmental entity or the date of a sale of substantially all of the Project when such moneys are not to be used pursuant to 9.14(c) to repair, replace or restore a Project; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (a) notice setting forth the redemption date and (b) a certificate of the Consulting Engineer confirming that the repair and restoration of a Project would not be impracticable; or (vi) all proceeds transferred to the Series Account of the Bond Redemption Fund from the Series Account of the Acquisition and Construction Fund in accordance with Section 5.01(c) hereof.

END OF ARTICLE VII
(c) CUSIP numbers, to the extent applicable, and any other distinctive numbers and letters;

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

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

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

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

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

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

Payment of the Redemption Price, together with accrued interest, shall be made by the Trustee or Paying Agent to or upon the order of the Owners of the Bonds called for redemption upon surrender of such Bonds. The Redemption Price of the Bonds to be redeemed, the expenses of giving notice and any other expenses of redemption, shall be paid out of the Fund from which redemption is to be made by or for the Issuer, as specified in a Supplemental Indenture.

SECTION 8.04. Partial Redemption of Bonds. Except to the extent otherwise provided in a Supplemental Indenture, if less than all of a Series of Bonds of a maturity are to be redeemed, the Trustee shall select the particular Bonds or portions of the Bonds to be called for redemption randomly in such reasonable manner as the Trustee in its discretion may determine. In the case of any partial redemption of Bonds of a Series pursuant to Section 8.01(a), such redemption shall be effectuated by redeeming Bonds of such Series pro rata among the maturities, treating each date on which a Sinking Fund installment is due as a separate maturity for such purpose, with the portion to be redeemed from each maturity being equal to the product of the aggregate principal amount of Bonds of such Series to be redeemed multiplied times a fraction the numerator of which is the principal amount of the Series of such maturity outstanding immediately prior to the redemption date and the denominator of which is the aggregate principal amount of all Bonds of such Series outstanding immediately prior to the redemption date, rounded up or down to the nearest $5,000 amount in order to maintain Authorized Denominations.

END OF ARTICLE VIII

ARTICLE IX
COVENANTS OF THE ISSUER

SECTION 9.01. Power to Issue Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue Bonds, to adopt and execute this Master Indenture and to pledge the Pledged Revenues for the benefit of the Bonds of a Series and any Credit Facility Issuer, except to the extent otherwise provided in a Supplemental Indenture. The Pledged Revenues are not and shall not be subject to any other lien sensor to or on a priority with the lien created in favor of the Bonds of a Series and any Credit Facility Issuer with respect to such Series. The Bonds and the provisions of this Master Indenture and any Supplemental Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, but without waiving any limitations of liability afforded by law, defend, preserve and protect the pledge created by this Master Indenture and any Supplemental Indenture and all the rights of the Bondholders and any Credit Facility Issuer under this Master Indenture and any Supplemental Indenture against all claims and demands of all other Persons whosoever.

SECTION 9.02. Payment of Principal and Interest on Bonds. The payment of the principal or Redemed Price of and interest on all of the Bonds of a Series issued under the related Indenture shall be forthwith equally and ratably by a first lien on and pledge of the Pledged Revenues, except to the extent otherwise provided in a Supplemental Indenture; and Pledged Revenues in an amount sufficient to pay the principal or Redemption Price of and interest on the Bonds of a Series authorized by the related Indenture are hereby accorded a priority commensurate to or equal to the priority of the lien created in favor of the Bonds of a Series and any Credit Facility Issuer with respect to such Series. The Issuer shall, at all times, to the extent permitted by law, but without waiving any limitations of liability afforded by law, defend, preserve and protect the pledge created by this Master Indenture and any Supplemental Indenture and all the rights of the Bondholders and any Credit Facility Issuer under this Master Indenture and any Supplemental Indenture against all claims and demands of all other Persons whosoever.

SECTION 9.03. Special Assessments; Re-Assessments.

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

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

SECTION 9.04. Method of Collection. Special Assessments shall be collected by the Issuer in accordance with the provisions of the Act, Chapter 190 and Chapter 197, Florida Statutes, or any successor statutes thereto, as applicable, in accordance with the terms of this Section. Except as stated in the next succeeding sentence, the Issuer shall use the uniform method for the levy, collection and enforcement of Special Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes thereto (the “Uniform Method”), and to do all things necessary to continue to use the Uniform Method or a comparable alternative method afforded by Section 197.3631, Florida Statutes. Notwithstanding the foregoing and except as otherwise provided in a Supplemental Indenture, the Issuer shall not collect Special Assessments pursuant to the Uniform Method levied against District Lands while owned by the Developer or any entity affiliated with the Developer prior to platting of such lands, unless the Trustee at the direction of the Majority Holders directs the Issuer otherwise or the timing for using the Uniform Method is not yet available. The Issuer shall enter into or maintain in effect one or more written agreements with the Property Appraiser and the Tax Collector, either individually or jointly (together, the “Property Appraiser and Tax Collector Agreement”) in order to effectuate the provisions of this Section. The Issuer shall ensure that any such Property Appraiser and Tax Collector Agreement remains in effect for at least as long as the final maturity of Bonds Outstanding under this Master Indenture. To the extent that the Issuer is legally prevented from collecting Special Assessments pursuant to the Uniform Method or is not required to collect Special Assessments pursuant to the Uniform Method in accordance with the provisions of this Section 9.04, the Issuer shall then and only under those circumstances pursuant to the applicable rules and procedures of the County, collect and enforce Special Assessments pursuant to any available method under the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto.

END OF ARTICLE IX

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SECTION 9.05. Delinquent Special Assessments. Sale of Tax Certificates and Issuance of Tax Deeds for Foreclosure of Special Assessment Liens

(a) Subject to the provisions of Section 9.04 hereof, if the owner of any lot or parcel of land assessed for a particular Project shall be delinquent in the payment of any Special Assessment, then such Special Assessment shall be enforced pursuant to the provisions of Chapter 197, Florida Statutes, or any successor enactment. The Issuer, if directed by the direction of the Majority Holders, shall have the power and shall use its best efforts to lease or sell such property and deposit all of the net proceeds of any such lease or sale into the related Series Account. The Issuer, if so directed, shall have the right to cause any property, or actions caused to be done through the Trustee at the direction of the Majority Holders, agrees that it shall be authorized to take the proceedings for the sale of any property acquired by foreclosure by the Issuer, either through its own actions or actions caused to be done through the Trustee at the direction of the Majority Holders of the Outstanding Bonds within thirty (30) days after the receipt of the request thereof signed by the Registered Owners within more than fifty (50%) of the aggregate principal amount of all Outstanding Bonds of the applicable Series. If directed by the Majority Holders of a Series if the Issuer shall so elect, the Issuer and the Trustee, as directed by the Majority Holders, may place such property subject to Special Assessment owned by such owner to the earlier of the next Interest Payment Date occurring at least forty-five (45) days after the Trustee receives such Prepayment. If any such

SECTION 9.06. Management of Property Acquired by the Trustee or Issuer.

The Issuer, or any other third party acting as agent of the Issuer, may at any time require the Issuer to sell any property or portion thereof, or any part thereof, or upon the property by virtue of the levy of the Special Assessments by paying to the Issuer the entire amount or a portion, as the case may be, of, the Special Assessment, plus accrued interest, attributable to the property subject to Special Assessment owned by such owner to the earlier of the next Interest Payment Date occurring at least forty-five (45) days after the Trustee receives such Prepayment. If any such


In addition to the books and records required to be kept by the Issuer pursuant to the provisions of Section 9.17 hereof, the Issuer shall keep books and records for the collection of the Special Assessments on the District Lands, which such books, records and accounts shall be kept separate and apart from all other books, records, and accounts of the Issuer. The District Manager or the District Manager’s designee, at the end of each Fiscal Year, shall prepare a written report setting forth the collections received, the number and amount of delinquencies, the proceedings taken to enforce collections and cure delinquencies and an estimate of time for the conclusion of such legal proceedings. As soon as practicable after a signed copy of the Issuer’s audit becomes available, the Issuer shall, upon written request, mail the same to any requesting Registered Owner.

SECTION 9.08. Removal of Special Assessment Liens. Except as otherwise provided in a Supplemental Indenture with respect to a related Series of Bonds, the following procedures shall apply in connection with the removal of Special Assessment liens:

(a) At any time subsequent to thirty (30) days after a Project has been completed with the funds received by the Issuer and the Section 8.01 hereof, and the Issuer has accepted such Project as provided by Section 170.09, Florida Statutes, as amended, no accrued interest shall be required to be paid upon its property by virtue of the levy of the Special Assessments by paying to the Issuer the entire amount or a portion, as the case may be, of, the Special Assessment, plus accrued interest, attributable to the property subject to Special Assessment owned by such owner to the earlier of the next Interest Payment Date occurring at least forty-five (45) days after the Trustee receives such Prepayment. If any such

SECTION 9.09. Deposit of Special Assessments. The Issuer covenants to cause any Special Assessments collected or otherwise received by it to be deposited with the Trustee within five (5) Business Days after receipt thereof for deposit into the related Series Account within the Bond Redemption Fund so designated by the Issuer.

SECTION 9.10. Construction to be on District Lands. Except for certain off site mitigations, roadway and public transport improvements which are or may be outside the District Lands and are required in order for the District Lands to be developed, the Issuer covenants that no part of a Project will be constructed on, over or under lands other than (i) lands good and marketable title to which is owned by the Issuer or other appropriate entity in fee simple, (ii) lands on, over or under which the Issuer or other appropriate entity shall acquire perpetual easements for the purposes of a Project, such easements to be described in the boundaries of the Project, and highways, the right to use and occupancy of which for such purposes shall be vested in the Issuer or other appropriate entity by law or by valid franchises, licenses, easements or rights of way or other legally effective permissions or approval.


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


The Issuer shall pay all municipal or governmental charges lawfully levied or assessed upon any Project or any part thereof or upon any revenues when the same shall become due, and the Issuer shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to each Project. The Issuer shall not, in the discretion of the Issuer, do or cause to be done anything which will impair the lien of the Special Assessments on the District Lands, which such books, records and accounts shall be kept separate and apart from all other books, records, and accounts of the Issuer. The Issuer shall maintain and operate the Projects owned by the Issuer in an efficient and economical manner, shall at all times maintain the same in good repair and in sound operating condition and shall make all necessary repairs, renewals and replacements.

SECTION 9.13. Payment of Operating or Maintenance Costs by State or Others.

The Issuer may enter into an agreement as to borrow money, or enter into an agreement with the United States of America, the State, or any of their agencies, departments or political subdivisions or any other Person to pay all or any part of the cost of maintaining, repairing and operating the Projects out of funds other than Pledged Revenues.


(a) Except as otherwise provided in subsection (d) of this Section, the Issuer may carry or cause to be carried, in respect of each Project, comprehensive general liability insurance (covering bodily injury and property damage) issued by one or more insurance
companies authorized and qualified to do business under the laws of the State, in such amounts as is customary for similar operations, or as is more specifically set forth herebelow.

(b) At all times, to the extent commercially available, the Issuer shall maintain a practical insurance program, with reasonable terms, conditions, provisions and costs which the District Manager determines will afford adequate protection against loss caused by damage to or destruction of any component of the Projects owned by the Issuer that would not be subject to the Consulting Engineer’s recommendations. The Issuer shall also, at all times, maintain a practical comprehensive general liability insurance program with respect to any Project for such coverage, to the extent reasonable terms, conditions, provisions and costs which the District Manager determines will afford adequate protection against bodily injury and property damage.

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

(c) All proceeds received from property damage or destruction insurance and all proceeds received from the condemnation of any Project or any part thereof are hereby pledged by the Issuer as security for the related Series of Bonds and shall be deposited at the option of the Issuer, but subject to the limitations hereinafter described, either (i) into a separate fund to be established by the Trustee for a purpose which may be an account within the Acquisition and Construction Fund as directed by the Issuer, and used to remedy the loss, damage or taking for which such proceeds are received, either by repairing the damaged property or replacing the destroyed or taken property, as soon as practicable, or (ii) if so provided in a Supplemental Indenture, into the related Series Account within the Bond Redemption Fund for the purpose of purchasing or redeeming Bonds according to the provisions set forth in Article VIII hereof. To the extent a Supplemental Indenture provides for extraordinary mandatory redemption in the event the Issuer receives insurance proceeds or condemnation awards, the Issuer shall not be entitled to deposit insurance proceeds or condemnation awards into the separate fund described above in clause (i) of this paragraph (and such proceeds and awards shall be deposited directly into the related Series Account within the Bond Redemption Fund pursuant to clause (ii) of this paragraph) unless there shall have been filed with the Issuer within a reasonable time after the damage, destruction or condemnation (A) a certificate from the Consulting Engineer that the proceeds of the insurance or condemnation awards deposited into such separate fund, together with other funds available for such purposes, will be sufficient to repair, rebuild, replace or restore such property to substantially the same condition as it was in prior to its damage, destruction or condemnation (taking into consideration any changes, alterations and modifications that the Issuer may desire), (B) an opinion from the Consulting Engineer that such Project can be repaired, rebuilt, replaced or restored within two (2) years following the damage, destruction or condemnation thereof and (C) an opinion of the Consulting Engineer that, in each of the three (3) Fiscal Years following completion of such repair, rebuilding, replacement or restoration, the Issuer will be in compliance with its obligations hereunder. If the certificate described in clause (A) of this paragraph is not rendered because such proceeds or awards are insufficient for such purposes, the Issuer may pay any deposit any Bonds or from Pledged Revenues if the District Manager shall determine, with the approval of the Board hereof, the Issuer may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments or other movable property acquired by it from the proceeds of a Series of Bonds or from Pledged Revenues if the District Manager shall determine, the proceeds of any such sale or condemnation shall be deposited to the credit of the related Series Account in the Revenue Fund.

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

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

Each plan of Qualified Self Insurance shall be in written form, shall provide that upon the termination of such plan reserves will be established or insurance acquired in amounts adequate to cover any potential retained liability in respect of the period of self-insurance, and shall be reviewed annually by the District Manager or registered actuary who shall deliver to the Issuer a report on the adequacy of the reserves established thereunder in light of claims made. If the District Manager or registered actuary determines that such reserves are inadequate in light of the claims made, he or she shall recommend as to whether to establish and maintain, and the Issuer shall comply with such recommendations unless it can establish to the satisfaction of the District Manager or an insurance consultant retained by the Issuer that such recommendations are unreasonable in light of the nature of the claims or the history of recovery against the Issuer for similar claims.

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

The Trustee shall have no duty to determine compliance by the Issuer with the requirements of this Section.

SECTION 9.15. Collection of Insurance Proceeds. Copies of all insurance policies referred to in Section 9.14 of this Article shall be available at the offices of the Issuer at all reasonable times to the inspection of the Holders of the Bonds and their agents and representatives duly authorized in writing. The Issuer covenants that it will take such action as may be necessary to demand, collect and sue for any insurance money which may become due and payable under any policy of insurance required under this Master Indenture or any Supplemental Indenture, whether such policy is payable to the Issuer or to the Trustee. The Issuer is hereby authorized in its own name to collect, sue and receive any insurance money which may become due and payable under any policies payable to it.

SECTION 9.16. Use of Revenues for Authorized Purposes Only. None of the Pledged Revenues shall be used for any purpose other than as provided in this Master Indenture and the related Supplemental Indenture and no contract or contracts shall be entered into or any action taken by the Issuer or the Trustee which will be inconsistent with the provisions of this Master Indenture and the related Supplemental Indenture.

SECTION 9.17. Books and Records. The Issuer shall keep proper books of record and account in accordance with Generally Accepted Accounting Principles (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to any Project, and which, together with all other books and records of the Issuer, including, without limitation, insurance policies, relating to any Project, shall at all times be subject during regular business hours to the inspection of the Trustee.

SECTION 9.18. Observation of Accounting Standards. The Issuer covenants that all the accounts and records of the Issuer relating to a Project will be kept according to Generally Accepted Accounting Principles consistently applied and consistent with the provisions of this Master Indenture and any Supplemental Indenture.

SECTION 9.19. Employment of Certified Public Accountant. The Issuer shall employ or cause to be employed as required a Certified Public Accountant to perform auditing functions and duties required by the Act and this Master Indenture and any Supplemental Indenture.

SECTION 9.20. Establishment of Fiscal Year, Annual Budget. The Issuer has established a Fiscal Year beginning on September 30 and ending on the following year. The reports and budget of the Issuer shall relate to such Fiscal Year unless and until, in accordance with applicable law, a different Fiscal Year is established by Certified Resolution of the Issuer.

On or before the first day of each Fiscal Year the Issuer shall adopt a final Annual Budget with respect to the Projects for such Fiscal Year for the payment of anticipated operating and maintenance expenses and shall supply a copy of such budget promptly upon the approval thereof to any Bondholders who shall have so requested in writing and shall have their names and addresses with the Secretary of the Board for such purpose. If for any reason the Issuer shall not have adopted the Annual Budget with respect to the Projects on or before the first day of any Fiscal Year, the Annual Budget for the preceding Fiscal Year shall, until the adoption of the new Annual Budget, be deemed in force for the ensuing Fiscal Year. The Issuer may at any time adopt an amended or supplemental Annual Budget in the amounts required for the remainder of the Fiscal Year, and when such amended or supplemental Annual Budget is approved it shall be treated as the official Annual Budget under this Master Indenture and any Supplemental Indenture.
proceeds thereof shall be applied to the replacement of the properties so sold or disposed of, or, at the written direction of the Issuer shall be deposited to the credit of the related Series Account in the Revenue Fund.

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

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

SECTION 9.25. [RESERVED]

SECTION 9.26. No Loss of lien on Pledged Revenues. The Issuer shall not or omit to do, or suffer to be done or omit to be done, any matter or thing whatsoever whereby the lien of the Bonds on the Pledged Revenues or any part thereof, or the priority thereof, would be lost or impaired; provided, however, that this Section shall not prohibit the Trustee from transferring moneys to the Rebutte Fund held by the Trustee under any arbitrage rebate agreement.

SECTION 9.27. Compliance With Other Contracts and Agreements. The Issuer shall comply with and abide by all of the terms and conditions of any and all contracts and agreements which the Issuer enters into in connection with the Projects and the issuance of the Bonds.

SECTION 9.28. Issuance of Additional Obligations. The Issuer shall not issue any obligations other than the Bonds payable from Pledged Revenues, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge, payable from Pledged Revenues.

SECTION 9.29. Extension of Time for Payment of Interest Prohibited. The Issuer shall not directly or indirectly extend or assign to an extension of time for payment of any claim for interest on any of the Bonds and shall not directly or indirectly be a party to or approve any arrangement therefore by purchasing or funding or in any manner keeping alive any such claim for interest; nor claim interest which in any way, at or after maturity, shall have been transferred or pledged apart from the Bonds to which it relates or which shall in any manner have been kept alive after maturity by extension or by purchase thereof or on behalf of the Issuer shall be entitled, in case of a default hereunder, to any benefit or security under this Master Indenture and any Supplemental Indenture except after the prior payment in full of the principal of all Bonds and claims for interest appertaining thereto not so transferred, pledged, kept alive or extended.

SECTION 9.30. Further Assurances. The Issuer shall not enter into any contract or take any action by which the rights of the Trustee or the Bondholders may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Master Indenture and any Supplemental Indenture.

SECTION 9.31. Use of Bond Proceeds to Comply with Internal Revenue Code. The Issuer covenants to the Holders of the Bonds that it will not make or direct the making of any investment or other use of the proceeds of any Bonds issued hereunder, the interest on which is intended to be excluded from gross income for federal income tax purposes (“Tax-Exempt Bonds”) which would cause such Bonds to be “arbitrage bonds” as that term is defined in Section 148 (or any successor provision thereto) of the Code or “private activity bonds” as that term is defined in Section 141 (or any successor provision thereto) of the Code, and that it will comply with the requirements of such Code sections and related regulations throughout the term of such Tax-Exempt Bonds. The Issuer hereby further covenants and agrees to comply with the procedures and covenants contained in any Arbitrage Certificate executed in connection with the issuance of each Series of Tax-Exempt Bonds for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on each Series of Tax-Exempt Bonds.

SECTION 9.32. Corporate Existence and Maintenance of Properties. For so long as any Bonds are Outstanding hereunder, unless otherwise provided by the Act, the Issuer shall maintain its corporate existence as a local unit of special purpose government under the Act and shall provide for or otherwise require all Projects, and all parts thereof owned by the Issuer to be (a) continuously operated, repaired, improved and maintained as shall be necessary to provide adequate service to the lands benefited thereby; and (b) in compliance with all valid and applicable laws, acts, rules, regulations, permits, orders, requirements and directions of any competent public authority.

SECTION 9.33. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Master Indenture and any Supplemental Indenture, failure of the Issuer or any other Person (if obligated pursuant to the Continuing Disclosure Agreement) to comply with the Continuing Disclosure Agreement shall not be construed as an Event of Default; however, the Trustee may (a) at the request of any Participant Underwriter or the Holders of at least 25% aggregate principal amount of Outstanding Bonds of a Series and receipt of indemnity to its satisfaction, shall or any Holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under this Section 9.33. For purposes of this Section, “Beneficial Owner” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositaries or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

SECTION 9.34. Bankruptcy of Developer or Other Obligated Person Under the Bankruptcy Code. The provisions of this Section 9.34 shall be applicable, both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against the Developer or other “obligated” person (as defined in the Continuing Disclosure Agreement) (herein, the “Landowner”) 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”). For as long as any Bonds remain Outstanding, in any Proceeding involving the Issuer, any Landowner, or the Special Assessments, the District shall be obligated to act in accordance with direction from the Trustee, and the Trustee, subject to the satisfaction of its rights under Article XI hereof, shall be obligated to act in accordance with direction from the Beneficial Owners of at least twenty-five percent (25%) of the aggregate principal amount of all Outstanding Bonds, with regard to all matters directly or indirectly affecting the Bonds.

The Issuer acknowledges and agrees that, although the Bonds will be issued by the Issuer, the Beneficial Owners of such Bonds are categorically the party with a financial stake in the repayment of the Bonds and, consequently, the party with a vested interest in a Proceeding. In the event of any Proceeding involving any Landowner (a) the Issuer 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 proceed in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Special Assessments, the Bonds or any rights of the Trustee with respect to this Section 9.34 or Bondholders under this Master Indenture or applicable Supplemental Trust Indenture that is inconsistent with any direction from the Trustee, (b) the Trustee shall have the right, but is not obligated to, vote in any such Proceeding any and all claims of the Issuer relating to the Special Assessment or the Bonds, and, if the Trustee chooses to exercise such right, the Issuer shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the Issuer in connection with any Proceeding of any Landowner, including without limitation, the right to file and/or prosecute any claims, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code and (c) the Issuer shall not challenge the validity or amount of any claim submitted in such Proceeding by the Trustee in good faith or any valuations of any lands submitted by the Trustee in good faith in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee’s enforcement of the Issuer’s claim with respect to the Special Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the Issuer agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Special Assessments, (ii) to deliver to the Issuer a copy thereof, together with evidence of the filing with the appropriate court or authority, and (iii) to defend any objection filed to said proof of claim. Notwithstanding the provisions of the immediately preceding paragraphs, nothing in this Section shall preclude the Issuer from becoming a party to a Proceeding in order to enforce a claim for operation and maintenance assessments, or claims for moneys or performance under a contract, and the Issuer shall be free to pursue such claim in such manner as it deems appropriate. Any actions taken by the Issuer in pursuance of its claim for operation and maintenance assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Special Assessments relating to the Bonds Outstanding whether such claim is pursued by the Issuer or the Trustee.

[END OF ARTICLE IX]
ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

be restored to their former positions and rights hereunder as though no such proceeding had been taken.

SECTION 10.07. Bondholders May Direct Proceedings. The Majority Holders of a Series then subject to remedial proceedings under this Article X shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under the Indenture, provided that such directions shall not be otherwise than in accordance with applicable law or the applicable provisions of the Indenture.

SECTION 10.08. Limitations on Actions by Bondholders. No Bondholder shall have any right to pursue any remedy hereunder unless (a) the Trustee shall have been given written notice of an Event of Default, (b) the Majority Holders shall have requested the Trustee, in writing, to exercise the powers hereinafter granted or to pursue such remedy in its or their name or names, (c) the Trustee shall have been offered indemnity satisfactory to it against costs, expenses and liabilities, and (d) the Trustee shall have failed to comply with such request within a reasonable time.

SECTION 10.09. Trustee May Enforce Rights Without Possession of Bonds. All rights under the Indenture and a Series of Bonds may be enforced by the Trustee without the possession of any of the Bonds of such Series or the production thereof at the trial or other proceedings relative thereto, and any proceeding instituted by the Trustee shall be brought in its name for the ratable benefit of the Holders of the Bonds of such Series.

SECTION 10.10. Remedies Not Exclusive. Except as limited under Section 15.01 of this Master Indenture, no remedy contained in the Indenture with respect to a Series of Bonds is intended to be exclusive of any other remedy or remedies, and each remedy is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 10.11. Delays and Omissions Not to Impair Rights. No delay or omission in respect of exercising any right or power hereinabove granted or to pursue such remedy in its or their name or names, (c) the Trustee shall have been offered indemnity satisfactory to it against costs, expenses and liabilities, and (d) the Trustee shall have failed to comply with such request within a reasonable time.

SECTION 10.05. Legal Proceedings by Trustee. If any Event of Default with respect to a Series of Bonds has occurred and is continuing, the Trustee, in its discretion may, and upon the written request of the Majority Holders of the Outstanding Bonds of such Series and receipt of indemnity to its satisfaction shall, in its capacity as Trustee:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Holders of the Bonds of such Series, including, without limitation, the right to require the Issuer to carry out any agreements with, or for the benefit of, the Bondholders of such Series to perform or to take such action as the Holders of such Series may lawfully grant under the provisions of the Act and other applicable laws of the State; if any

SECTION 10.12. Application of Moneys in Event of Default. Any moneys received by the Trustee or the Paying Agent, as the case may be, in connection with any actions taken under this Article X with respect to such Series of Bonds, including counsel fees and any disbursements of the Trustee and the Paying Agent and payment of unpaid fees and expenses owed to the Trustee.

(a) to the payment of the costs of the Trustee and the Paying Agent incurred in connection with actions taken under this Article X with respect to such Series of Bonds; and

(b) then:

FIRST: to payment of all installments of interest then due on the Bonds of such Series in the order of maturity of such installments; and

SECOND: to payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any preference or priority of one installment of interest over any other installment; and

SECTION 10.13. Trustee’s Right to Recovery Compliance with Act. The Trustee shall be entitled as of right to the appointment of a receiver and the Trustee, the Bondholders and any receiver so appointed shall have such rights and powers and be subject to such limitations and restrictions as are contained in the Act and other applicable laws of the State.

SECTION 10.14. Trustee and Bondholders Entitled to All Remedies Under Act. It is the purpose of this Article to provide such remedies to the Trustee and Bondholders as may be lawfully granted under the provisions of the Act and other applicable laws of the State; if any remedy herein granted shall be held unlawful, the Trustee and the Bondholders shall nevertheless be entitled to every other remedy provided by the Act and other applicable laws of the State. It is further intended that, insofar as lawfully possible, the provisions of this Article X shall apply to and be binding upon any receiver appointed in accordance with Section 10.13 hereof.

SECTION 10.15. Credit Facility Issuer’s Rights Upon Events of Default. Anything in the Indenture to the contrary notwithstanding, other than events of default described in Section 10.02(a) or (b) hereof, has occurred and is continuing while a Credit Facility has been issued (but subject to subsection (a) hereof and Section 11.04 hereof) and the Certified Resolution of the Issuer authorizing the issuance of such Bonds to which such Credit Facility relates.

SECTION 10.16. Discontinuance of Proceedings by Trustee. If any proceeding taken by the Trustee on account of any Event of Default is discontinued or is determined adversely to the Trustee, then the Issuer, the Trustee, the Paying Agent and the Bondholders shall

56

57
the Trustee, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under the Indenture, or exercising any trust or power conferred on the Trustee by the Indenture. Said direction shall be controlling to the extent the direction of Owners of the Series of Bonds (or portion thereof) secured by said Credit Facility would have been controlling under this Article. If the Credit Facility Issuer shall be in default in the performance of its obligations under the Credit Facility, said Credit Facility Issuer shall have no rights under this Section.

SECTION 10.16. Events of Default of More than One Series of Bonds. If Events of Default have occurred and are continuing for more than one Series of Bonds as a result of any landowner(s) having failed to pay the Special Assessments, the District Manager on behalf of the Issuer shall determine which parcels or parcels of land affected by such non-payment which is subject to the greatest amount of Special Assessments relating to the defaulted Bonds of each Series. Upon such determination, the District Manager on behalf of the Issuer shall immediately provide such information to the Trustee. Based on such information, the Trustee shall follow the direction of the Majority Holders of such Series of Bonds.

END OF ARTICLE X

SECTION 11.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created, but only upon the additional terms set forth in this Article XI, to all of which the parties hereto and the Bondholders and any Credit Facility Issuer agree. The Trustee shall act as Trustee under this Master Indenture. Subject to the provisions of Section 11.03 hereof, the Trustee shall have only such duties as are expressly set forth herein, and no duties shall be implied on the part of the Trustee.

SECTION 11.02. No Responsibility for Recitals. The recitals, statements and representations in this Master Indenture or in the Bonds, or any other Supplemental Indenture; the Trustee shall be under no duty to make any investigation as to any such relation is in conflict with its duties under this Master Indenture and any Supplemental Indenture and for anything whatever in connection with the trust hereunder, except only its own negligence or willful misconduct hereunder.

SECTION 11.04. Compensation and Indemnity. The Issuer shall pay the Trustee reasonable compensation for its services hereunder, and also all its reasonable expenses and disbursements, and shall, to the extent permitted by law, but without waiving any limitations of liability afforded by law, indemnify and hold the Trustee harmless against any liabilities which it may incur in the proper exercise and performance of its powers and duties hereunder, except with respect to its own willful misconduct or negligence hereunder. If the Issuer defaults in respect of the foregoing obligations, the Trustee may deduct the amount owing to it from any moneys held by the Trustee in connection with the trust hereunder, except the exclusive of the Reorganization Fund and moneys from a drawing on any Credit Facility, which right of payment shall be prior to the right of the holders of the Bonds. The Trustee shall each month along with its monthly trust statements provide periodic reports of any moneys the Trustee has deducted for amounts owing to it. This Section 11.04 shall survive the termination of this Master Indenture and any Supplemental Indenture and, as to any Trustee, its removal or resignation as Trustee. No provision of this Master Indenture shall require the Trustee to expend or risk its own funds.

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

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

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

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

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

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

SECTION 11.11. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Master Indenture and all Supplemental Indentures by written resignation filed with the Secretary of the Issuer not less than sixty (60) days before the date when such resignation is to take effect. Notice of such resignation shall be sent by Electronic Means or first-class mail to each Bondholder as its name and address appear on the Bond Register and to any Paying Agent, Registrar and Credit Facility Issuer, if any, at least sixty (60) days before the resignation is to take effect. Such resignation shall take effect on the day specified in the Trustee’s notice of resignation unless a successor Trustee is previously appointed, in which event the resignation shall take effect immediately on the appointment of such successor; provided, however, that notwithstanding the foregoing, such resignation shall not take effect until one hundred twenty (120) days after the resignation is given unless such Trustee has been appointed as a successor Trustee. The 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. If the Credit Facility Issuer shall be in default in the payment of interest or principal of any of the Bonds then Outstanding or filed with the Issuer under the provisions of this paragraph, duly certified by a Responsible Officer, shall be delivered promptly by the Trustee to the Issuer and to any Paying Agent, Registrar and Credit Facility Issuer, if any.

The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Master Indenture or any Supplemental Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Issuer or the Holders of not less than a majority of the aggregate principal amount of the Bonds then Outstanding or the Trustee may petition a court of competent jurisdiction for the appointment of a successor Trustee.

SECTION 11.12. Removal of Trustee. If the Trustee or any successor Trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and the Issuer shall appoint a successor and shall mail notice of such appointment by first-class mail to each Bondholder as its name and address appear on the Bond Register, and to the Paying Agent, Registrar, Credit Facility Issuer, if any, and any rating agency that at the time then have in effect a rating on any of the Bonds. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Master Indenture prior to the date specified in the notice of resignation or removal as the date when such resignation or removal was to take effect, the Majority Holders in aggregate principal amount of all Bonds then Outstanding may appoint a successor Trustee or the Trustee may petition a court of competent jurisdiction for the appointment of a successor trustee.

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

SECTION 11.14. Qualification of Successor. A successor Trustee shall be a bank or trust company with trust powers, and shall have net capital and surplus of at least $50,000,000.
SECTION 11.15. Instruments of Succession. Subject to Section 11.16 hereof, any successor Trustee shall execute, acknowledge and deliver to the Issuer an instrument accepting such appointment hereunder and thereupon, such successor Trustee, without any further act, deed, or conveyance, shall be fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named Trustee herein. The Trustee ceasing to act hereunder, after deducting all amounts owed to the Trustee, shall pay over to the successor Trustee all moneys held by it hereunder and, upon request of the successor Trustee, the Trustee ceasing to act and the Issuer shall execute and deliver an instrument or instruments prepared by the Issuer transferring to the successor Trustee all the estates, properties, rights, powers and trusts hereunder of the predecessor Trustee, except for its rights under Section 11.04 hereof.

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

SECTION 11.17. Extension of Rights and Duties of Trustee to Paying Agent and Registrar. The provisions of Sections 11.02, 11.03, 11.04, 11.08, 11.09 and 11.10 hereof are hereby made applicable to the Paying Agent and the Registrar, as appropriate, and any Person serving as Paying Agent and/or Registrar, hereafter enters into and agrees to comply with the covenants and agreements of this Master Indenture and all Supplemental Indentures applicable to the Paying Agent and Registrar, respectively.

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

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

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

SECTION 11.21. Qualifications of Successor Paying Agent or Registrar. Every successor Paying Agent or Registrar (a) shall be a commercial bank or trust company (i) duly organized under the laws of the United States or any state or territory thereof, (ii) authorized by the laws of any state or territory to do business as a commercial bank or trust company, (iii) having a permanent office in the United States, (iv) having a combined net capital and surplus of at least $50,000,000 and (v) having been appointed within a period of sixty (60) days following the giving of notice, then the Paying Agent or Registrar shall be authorized to petition any court of competent jurisdiction to appoint a successor Paying Agent or Registrar as provided in Section 11.22 hereof.

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

SECTION 11.23. Acceptance of Duties by Successor Paying Agent or Registrar. Any successor Paying Agent or Registrar shall become duly vested with all the estates, property, rights, powers and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent or Registrar herein. Upon request of such Paying Agent or Registrar, such predecessor Paying Agent or Registrar and the Issuer shall, after payment of its fees and expenses, execute and deliver an instrument transferring to such successor Paying Agent or Registrar all the estates, property, rights and powers hereunder of such predecessor Paying Agent or Registrar except for its rights under Section 11.04 hereof and such predecessor Paying Agent or Registrar shall pay over and deliver to the successor Paying Agent or Registrar all moneys and other assets at the time held by it hereunder.

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

END OF ARTICLE XI]
ARTICLE XIII
AMENDMENTS AND SUPPLEMENTS

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

(a) to add additional covenants of the Issuer or to surrender any right or power herein conferred upon the Issuer;

(b) for any purpose not inconsistent with the terms of the related Indenture, or to cure any ambiguity or to cure, correct or supplement any defective provision (whether because of any inconsistency with any other provision hereof or otherwise) of the related Indenture, in such manner as shall not impair the security hereof or thereof or adversely affect the rights and remedies of the Bondholders;

(c) to provide for the execution of any and all contracts and other documents as may be required in order to effectuate the conveyance of any Project to the State, the County, or any department, agency or branch thereof, or any other unit of government of the State, provided, however, that the Issuer shall have caused to be delivered to the Trustee an opinion of Bond Counsel stating that such conveyance shall not impair the security hereof or adversely affect the rights and remedies of the Bondholders; and

(d) to make such changes as may be necessary in order to reflect amendments to Chapters 170, 190 and 197, Florida Statutes, so long as, in the opinion of counsel to the Issuer, such changes either: (i) do not have a material adverse effect on the Holders of the Bonds; or (ii) if such changes do have an adverse effect, that they nevertheless are required to be made as a result of such amendments.

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

SECTION 13.03. Trustee Authorized to Join in Amendments and Supplements. Reliance on Counsel. The Trustee is authorized to join in the execution and delivery of any Supplemental Indenture or amendment permitted by this Article XIII and in so doing is entitled to rely on the written opinion of Counsel, at the expense of the Issuer, that such

ARTICLE XIV
DEFEASANCE

SECTION 14.01. Defeasance. When interest on, and principal or Redemption Price (as the case may be) of, the Bonds of a Series or any portion thereof to be defeased have been paid, or there shall have been deposited with the Trustee or such other escrow agent designated in a Certified Resolution of the Issuer (the “Escrow Agent”) in money or money equivalents, or Defeasance Securities, the principal of and interest on which, when due, together with any moneys, remaining uninvested, will provide sufficient moneys to fully pay (i) such Bonds of a Series or portion thereof to be defeased, and (ii) any other sums payable hereunder by the Issuer, but only to the extent the Issuer has agreed to pay the same on or before the defeasance of the Bonds, the right, title and interest of the Trustee with respect to such Bonds of a Series or portion thereof to be defeased shall thereupon cease, the lien of the Indenture on the Pledged Revenues, and the Assessments and related proceedings which secure a Series of Bonds; provided that with respect to (a) the interest payable upon any Bonds, (b) the dates of maturity or redemption provisions of any Bonds, (c) this Article XIII and (d) the security provisions hereunder or under any Supplemental Indenture, which may only be amended by approval of the Owners of all Bonds to be so amended.

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

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

[END OF ARTICLE XIV]
ARTICLE XV
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

IN WITNESS WHEREOF, West Port Community Development District has caused this Master Indenture to be executed by the Chairperson/Vice Chairperson of its Board and its corporate seal to be hereunto affixed, attested by the Secretary/Assistant Secretary of its Board and Regions Bank has caused this Master Indenture to be executed by one of its authorized signatories, all as of the day and year first above written.

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

[SEAL]

By:
Name:
Title: Chairperson/Vice Chairperson
Board of Supervisors

By:
Name: Secretary/Assistant Secretary

REGIONS BANK, as Trustee, Paying Agent and Registrar

By:
Name: Janet Ricardo
Title: Vice President and Trust Officer

STATE OF FLORIDA

COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me by means of a physical presence or online notarization, this day of February, 2020, by and on behalf of West Port Community Development District and Regions Bank, as Trustee, Paying Agent and Registrar.

[NOTARIAL SEAL]

Notary:
Print Name: Craig Wrathell
My commission expires

[Remainder of page intentionally left blank]
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ______ day of February, 2020, by Janet Rando, a Vice President and Trust Officer of Regions Bank, as trustee (the “Trustee”), who acknowledged that she did so sign said instrument as such officer for and on behalf of the Trustee; that the same is her free act and deed as such officer and the free act and deed of the Trustee; that she appeared before me on this day in person and acknowledged that she, being thereunto duly authorized, signed, for the uses and purposes therein set forth. She is personally known to me or produced as identification.

My commission expires...
This Bond is one of the Bonds delivered pursuant to the within mentioned Indenture.

Date of Authentication: ____________________________

REGIONS BANK, as Trustee

By: ____________________________ Vice President and Trust Officer

The Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided in the Indenture, all as the manner provided in the Indenture. The Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of Special Assessments to secure and pay the Bonds.

By the acceptance of this Bond, the owner hereof assents to all the provisions of the Indenture.

This Bond is payable from and secured by Pledged Revenues, as such term is defined in the Indenture; provided, however, that failure to mail any such notice or any defect in the notice or the mailing thereof shall not affect the validity of the redemption of the Bonds for which such notice is given.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

It is expressly agreed by the owner of this Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, Charlotte County, Florida, any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, Charlotte County, Florida, the State of Florida or any other political subdivision thereof.

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Bonds issued under the Indenture, the operation and application of the Debt Service Fund and other Funds and Accounts (such as defined in the Indenture) charged with and pledged to the payment of the principal of, premium, if any, and the interest on the Bonds, the levy and the evidencing and certifying for collection, of Special Assessments, the nature and extent of the security for the Bonds, the terms and conditions on which the Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture; the conditions under which such Indenture may be amended without the consent of the registered owners of Bonds, the conditions under which such Indenture may be amended with the consent of the registered owners of a majority in aggregate principal amount of the Bonds outstanding, and as to other rights and remedies of the registered owners of the Bonds.

The Bonds are subject to mandatory sinking fund redemption on ____________ 1 in the Redemption Period of the Bonds as set forth in the Indenture.

The Bonds are subject to redemption at the option of the Issuer in whole or in part at any time on or after ____________ 1, _, at the redemption prices (expressed as percentages of principal amount to be redeemed) set forth below, plus accrued interest to the redemption date, upon notice from the Issuer to the Trustee as set forth in the Indenture.

<table>
<thead>
<tr>
<th>Redemption Period (Both Dates Inclusive)</th>
<th>Redemption Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1, ____________ to 31, ____________</td>
<td>____________%</td>
</tr>
<tr>
<td>____________, ____________ to 31, ____________</td>
<td>____________%</td>
</tr>
<tr>
<td>____________, ____________ and thereafter</td>
<td>____________%</td>
</tr>
</tbody>
</table>

**Mandatory Sinking Fund Redemption**

The Bonds are subject to mandatory sinking fund redemption on ____________ 1 in the years and in the principal amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount of Bonds to be Paid</th>
<th>Year</th>
<th>Principal Amount of Bonds to be Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>2</td>
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<td>3</td>
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<td>4</td>
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<td>4</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>

**Extraordinary Mandatory Redemption in Whole or in Part**

The Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer, whole, on any date, or in part, on any interest payment date (except as otherwise provided in a Supplemental Indenture), at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date, (i) from moneys deposited into the Bond Redemption Fund following the payment of Special Assessments on any portion of the District Lands in accordance with the provisions of the Section 9.08 of the Indenture; (ii) when sufficient moneys are on deposit in the related Funds and Accounts (other than the Rebate Fund and any other excluded fund or account as provided in the Supplemental Indenture) to pay and redeem all Outstanding Bonds and accrued interest thereon to the redemption date in addition to all amounts owed to Persons under the Indenture; (iii) if made applicable in a Supplemental Indenture, from moneys in excess of the Debt Service Reserve Requirement in the Debt Service Reserve Fund transferred to the Bond Redemption Fund pursuant to the Indenture; (iv) from excess moneys transferred from the Revenue Fund to the Bond Redemption Fund in accordance with the Indenture; [(v) from moneys, if any, on deposit in the Bond Redemption Fund following condemnation of the sale of any portion of the District Lands benefited by the Project to a governmental entity under threat of condemnation by such governmental entity or the damage or destruction of all or substantially all of such Project, Florida Statutes the Uniform Community Development District Act of 1989, as amended (the “Act”), and Ordinance No. 19-023 enacted by the Board of County Commissioners of Charlotte County, Florida, on October 22, 2019 and becoming effective on October 23, 2019, as amended, designated as “West Port Community Development District Special Assessment Bonds, Series ___” (the “Bonds”), in the aggregate principal amount of $ ____________, ____________ (Dollars ____________, ____________) of like date, tenor and effect, as to number, denomination, interest rate and maturity. The Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to finance certain public infrastructure improvements consisting of a drainage system, including, but not limited to, offsite improvements and earthwork; water distribution and wastewater collection facilities; public roadway improvements including, but not limited to, offsite improvements, landscaping and irrigation in public rights-of-way; hardcape; differential cost of undergrounding electric utilities and related incidental costs. The Bonds shall be fully registered Bonds in authorized denominations, as set forth in the Indenture. The Bonds are issued under and secured by a Master Trust Indenture dated as of ____________, ____________ (the “Master Indenture”), as amended and supplemented by a Supplemental Trust Indenture dated as of ____________, ____________ (the “Supplemental Indenture” and together with the Master Indenture, the “Indenture”), each by and between the Issuer and the Trustee, executed counterparts of which are on file at the corporate trust office of the Trustee in Jacksonville, Florida. |
redemption date, the Bonds called for redemption will be payable at the designated corporate trust office of the Paying Agent and on such date interest shall cease to accrue, such Bonds shall cease to be entitled to any benefit under the Indenture and such Bonds shall not be deemed to be outstanding under the provisions of the Indenture and the registered owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof. If the amount of funds deposited with the Trustee, or otherwise available, is insufficient to pay the redemption price and interest on all Bonds so called for redemption on such date, the Trustee shall redeem and pay on such date an amount of such Bonds for which such funds are sufficient, selecting the Bonds to be redeemed by lot from among all such Bonds called for redemption on such date, and interest on any Bonds not paid shall continue to accrue, as provided in the Indenture.

Partial Redemption of Bonds. If less than all the Bonds of a maturity are to be redeemed, the Trustee shall select the particular Bonds or portions of Bonds to be redeemed randomly in such reasonable manner as the Trustee in its discretion may determine. In the case of any partial redemption of Bonds pursuant to an optional redemption, such redemption shall be effectuated by redeeming Bonds of such maturities in such manner as shall be specified by the Issuer in writing, subject to the provisions of the Indenture. In the case of any partial redemption of Bonds pursuant to an extraordinary mandatory redemption, such redemption shall be effectuated by redeeming Bonds pro rata among the maturities, treating each date on which a Sinking Fund installment is due as a separate maturity for such purpose, with the portion to be redeemed from each maturity being equal to the product of the aggregate principal amount of Bonds to be redeemed multiplied times a fraction the numerator of which is the principal amount of Bonds of such maturity outstanding immediately prior to the redemption date and the denominator of which is the aggregate principal amount of all Bonds outstanding immediately prior to the redemption date.

The Issuer shall keep books for the registration of the Bonds at the corporate trust office of the Registrar in Jacksonville, Florida. Subject to the restrictions contained in the Indenture, the Bonds may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Issuer shall execute and deliver a new Bond or Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds. Neither the Issuer nor the Registrar on behalf of the Issuer shall be required (i) to issue transfer or exchange any Bond during a period beginning at the opening of business fifteen (15) days before the day of mailing of a notice of redemption of Bonds selected for redemption and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Bond so selected for redemption in whole or in part.

STATEMENT OF VALIDATION

This Bond is one of a series of Bond which were validated by judgment of the Circuit Court of the Twentieth Judicial Circuit of Florida, in and for Charlotte County, Florida, rendered on the 31st day of January, 2020.

Chairperson, Board of Supervisors

Assistant Secretary

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

Custodian (Cust)                 (Minor)

UNIFORM TRANSFER MIN ACT

Under Uniform Transfer to Minors Act

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

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name and address of assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Please insert social security or other identifying number of Assignee.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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 Issuer is at the date of such certificate entitled to retain.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

CONSULTING ENGINEER’S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than 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, as such report shall have been amended or modified on the date hereof.
TABLE OF CONTENTS

ARTICLE I DEFINITIONS ................................................................. 3

ARTICLE II THE SERIES 2020 BONDS ........................................... 8
SECTION 2.01. Amounts and Terms of Series 2020 Bonds; Issue of Series 2020 Bonds ... 8
SECTION 2.02. Execution ................................................................. 8
SECTION 2.03. Authentication ........................................................ 8
SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2020 Bonds ... 8
SECTION 2.05. Debt Service on the Series 2020 Bonds ...................... 9
SECTION 2.06. Disposition of Series 2020 Bond Proceeds .................. 10
SECTION 2.07. Book-Entry Form of Series 2020 Bonds .................... 10
SECTION 2.08. Appointment of Registrar and Paying Agent ............... 11
SECTION 2.09. Conditions Precedent to Issuance of the Series 2020 Bonds .... 11

ARTICLE III REDEMPTION OF SERIES 2020 BONDS ..................... 13
SECTION 3.01. Redemption Dates and Prices .................................... 13
SECTION 3.02. Notice of Redemption ............................................... 16

ARTICLE IV ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS; ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS; REMOVAL OF SPECIAL ASSESSMENT LIENS ................................................... 17
SECTION 4.01. Establishment of Certain Funds and Accounts ............... 17
SECTION 4.02. Series 2020 Revenue Account ................................... 19
SECTION 4.03. Power to Issue Series 2020 Bonds and Create Lien ........ 20
SECTION 4.04. Assessment Area One - 2020 Project to Conform to Consulting Engineers Report .......... 20
SECTION 4.05. Prepayments; Removal of Series 2020 Special Assessment Liens ........ 20

ARTICLE V COVENANTS AND DESIGNATIONS OF THE ISSUER .......... 22
SECTION 5.01. Collection of Series 2020 Special Assessments .......... 22
SECTION 5.02. Continuing Disclosure .............................................. 22
SECTION 5.03. Investment of Accounts and Subaccounts .................... 22
SECTION 5.04. Additional Obligations .............................................. 22
SECTION 5.05. Requisite Owners for Direction or Consent .................. 23
SECTION 5.06. Acknowledgment Regarding Series 2020 Acquisition and Construction Account Moneys Following an Event of Default ........ 23

ARTICLE VI THE TRUSTEE; THE PAYING AGENT AND REGISTRAR .... 25
SECTION 6.01. Acceptance of Trust ................................................ 25
SECTION 6.02. Trustee’s Duties ...................................................... 25

ARTICLE VII MISCELLANEOUS PROVISIONS ............................... 26
SECTION 7.01. Interpretation of First Supplemental Indenture ............. 26
SECTION 7.02. Amendments ......................................................... 26
Debt and will benefit certain District Lands within Assessment Area One and one or more phases will be constructed and/or purchased by the Issuer with a portion of the proceeds of the herein-described Series 2020 Bonds (such public infrastructure as described on Exhibit A is herein collectively referred to as the “Assessment Area One - 2020 Project”), and

WHEREAS, the Issuer has determined to issue a First Series of Bonds, designated as the West Port Community Development District Special Assessment Bonds, Series 2020 (Assessment Area One - 2020 Project) (the “Series 2020 Bonds”), pursuant to the Master Indenture and this First Supplemental Indenture (hereinafter sometimes collectively referred to as the “Indenture”), and

WHEREAS, in the manner provided herein, the proceeds of the Series 2020 Bonds will be used to provide funds for (i) the Costs of acquiring and/or constructing a portion of the Assessment Area One - 2020 Project, (ii) funding Controlled Assignment executed by the Assessment Area One Landowner for favor of the Issuer whereby all of the Project Documents and other material documents necessary to complete the Assessment Area One Development (comprising all of the development planned for Assessment Area One within the District), are collaterally assigned as security for the Assessment Area One Landowner’s obligation to pay the Series 2020 Special Assessments imposed against lands within Assessment Area One within the District owned by the Assessment Area One Landowner or beneficiaries from time to time.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement for the benefit of the owners of the Series 2020 Bonds, dated the date of delivery of the Series 2020 Bond, by and among the Issuer, the dissemination agent named therein, the Assessment Area One Landowner and joined by the parties named therein, in connection with the issuance of the Series 2020 Bonds.

“District Managers” shall mean Wuthell Hunt & Associates, LLC, and its successors and assigns.

“Indenture” shall mean collectively, the Master Indenture and this First Supplemental Indenture.

“Interest Payment Date” shall mean May 1 and November 1 of each year commencing on November 1, 2020, each Quarterly Redemption Date and any other date the principal of the Series 2020 Bonds is paid.

“Majority Holders” means the beneficial owners of more than fifty percent (50%) of the Outstanding Series 2020 Bonds.

“Master Indenture” shall mean the Master Trust Indenture, dated as of March 1, 2020, by and between the Issuer and the Trustee, as supplemented and/or amended with respect to matters pertaining solely to the Master Indenture or the Series 2020 Bonds (as opposed to supplements or amendments relating to any other Series of Bonds).

“Paying Agent” shall mean Regions Bank, and its successors and assigns as Paying Agent hereunder.

“Prepayment” shall mean the payment by any owner of property within Assessment Area One within the District of the amount of the Series 2020 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 true-up payments and/or accelerating and/or foreclosing the Series 2020 Special Assessments. “Prepayments” shall include, without limitation, Series 2020 Prepayment Principal.

“Quarternly Redemption Date” shall mean each February 1, May 1, August 1 and November 1 of any calendar year.

“Redemption Price” shall mean the principal amount of any Series 2020 Bond payable upon redemption thereof pursuant to this First Supplemental Indenture.

“Registrar” shall mean Regions Bank and its successors and assigns as Registrar hereunder.

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

“Resolution” shall mean, collectively, (i) Resolution No. 2020-25 of the Issuer adopted on October 30, 2019, pursuant to which the Issuer authorized the issuance of not exceeding $49,325,000 aggregate principal amount of its Bonds to finance the construction or acquisition of public infrastructure within the District, and (ii) Resolution No. 2020-24 of the Issuer adopted on February 19, 2020, pursuant to which the Issuer authorized, among other things, the issuance of the Series 2020 Bonds in an aggregate principal amount of not exceeding $7,500,000 to finance the acquisition and/or construction of a portion of the Assessment Area One - 2020 Project, specifying the details of the Series 2020 Bonds and awarding the Series 2020 Bonds to the purchasers of the Series 2020 Bonds.

“Series 2020 Acquisition and Construction Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this First Supplemental Indenture.

“Series 2020 Bond Redemption Account” shall mean the Series 2020 Bond Redemption Account established as a separate account within the Bond Redemption Fund pursuant to Section 4.01(g) of this First Supplemental Indenture.

“Series 2020 Bonds” shall mean the $___________ aggregate principal amount of West Port Community Development District Special Assessment Bonds, Series 2020 (Assessment Area One - 2020 Project), to be issued and sold hereunder and designated as a separate account within the Debt Service Fund pursuant to Section 4.01(f) of this First Supplemental Indenture.

“Series 2020 Costs of Issuance Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this First Supplemental Indenture.

“Series 2020 General Redemption Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2020 Bond Redemption Account pursuant to Section 4.01(g) of this First Supplemental Indenture.

“Series 2020 Interest Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(f) of this First Supplemental Indenture.

“Series 2020 Project” shall mean the West Port Community Development District Special Assessment Bonds, Series 2020 (Assessment Area One - 2020 Project), to be issued and sold hereunder and designated as a separate account within the Debt Service Fund pursuant to Section 4.01(f) of this First Supplemental Indenture.
"Series 2020 Optional Redemption Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2020 Bond Redemption Account pursuant to Section 4.01(g) of this First Supplemental Indenture.

"Series 2020 Pledged Revenues" shall mean (a) all revenues received by the Issuer from the Series 2020 Special Assessments levied and collected on assessable lands within the District, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2020 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2020 Special Assessments, and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the Indenture created and established with respect to or for the benefit of the Series 2020 Bonds; provided, however, that Series 2020 Pledged Revenues shall not include (A) any moneys transferred to the Series 2020 Refund Fund and investment earnings thereon, (B) moneys on deposit in the Series 2020 Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the Issuer under Section 190.021(f) of the Act if being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso.

"Series 2020 Prepayment Principal" shall mean the portion of a Prepayment corresponding to the principal amount of the Series 2020 Special Assessments being prepaid pursuant to Section 4.05 of this First Supplemental Indenture as a result of an acceleration of the Series 2020 Special Assessments pursuant to Section 178.10, Florida Statutes, if such Series 2020 Special Assessments are being collected through a direct billing method.

"Series 2020 Prepayment Subaccount" shall mean the subaccount so designated, established as a separate account under the Series 2020 Bond Redemption Account pursuant to Section 4.01(g) of this First Supplemental Indenture.

"Series 2020 Principal Account" shall mean the account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(c) of this First Supplemental Indenture.

"Series 2020 Refund Fund" shall mean the Fund so designated, established pursuant to Section 4.01(j) of this First Supplemental Indenture.

"Series 2020 Reserve Account" shall mean the Series 2020 Reserve Account established as a separate Account within the Debt Service Reserve Fund pursuant to Section 4.01(l) of this First Supplemental Indenture.

"Series 2020 Reserve Requirement" or "Reserve Requirement" shall mean initially an amount equal to fifty percent (50%) of the maximum annual debt service on the Series 2020 Bonds determined on the date of issuance, which amount is subject to reduction pursuant to Section 4.05(a) hereof. Any amount in the Series 2020 Reserve Account may, upon final maturity or redemption of all Outstanding Series 2020 Bonds be used to pay principal of and interest on the Series 2020 Bonds at that time. The Series 2020 Reserve Requirement shall be equal to $____ _______.

"Series 2020 Sinking Fund Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this First Supplemental Indenture.

"Series 2020 Special Assessments" shall mean a portion of the Special Assessments levied on the assessable lands within Assessment Area One of the District as a result of the Issuer’s acquisition and/or construction of the Assessment Area One - 2020 Project, corresponding in amount to the debt service on the Series 2020 Bonds and designated as such in the methodology report relating thereto.

"Substantially Absorbed" shall mean the date at least 90% of the principal portion of the Series 2020 Special Assessments and has been assigned to residential units that have received certificates of occupancy.

"Underwriter" shall mean FMSBonds, Inc., the underwriter of the Series 2020 Bonds.

The words “hereof,” “herein,” “hereto,” “hereby,” and “hereunder” (except in the form of Series 2020 Bonds), refer to the entire Indenture.

Every “request,” “requisition,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Chairperson or Vice Chairperson and the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary or Responsible Officer of the Issuer.

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

[END OF ARTICLE I]
SECTION 2.06. Disposition of Series 2020 Bond Proceeds. From the net proceeds of the Series 2020 Bonds received by the Trustee in the amount of $______

(a) $_____ derived from the net proceeds of the Series 2020 Bonds (which is an amount equal to the Series 2020 Reserve Requirement) shall be deposited in the Series 2020 Reserve Account of the Debt Service Reserve Fund;

(b) $_____ derived from the net proceeds of the Series 2020 Bonds shall be deposited into the Series 2020 Capitalized Interest Account to pay Capitalized Interest;

(c) $_____ derived from the net proceeds of the Series 2020 Bonds shall be deposited into the Series 2020 Costs of Issuance Account of the Acquisition and Construction Fund for payment of the costs of issuing the Series 2020 Bonds; and

(d) $_____ representing the balance of the net proceeds of the Series 2020 Bonds shall be deposited in the Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund which the Issuer shall cause to be applied in accordance with Article V of the Master Indenture and the terms of the Acquisition Agreement.

SECTION 2.07. Book-Entry Form of Series 2020 Bonds. The Series 2020 Bonds shall be issued as one fully registered bond for each maturity of Series 2020 Bonds and deposited with The Depository Trust Company (“DTC”), New York, New York, which is responsible for establishing and maintaining records of ownership for its participants. As long as the Series 2020 Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof and in the Master Indenture. DTC 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 Series 2020 Bonds (“Beneficial Owners”). Principal and interest on the Series 2020 Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursement of such amounts to DTC Participants shall be the responsibility of DTC. Payments to 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. Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificates Series 2020 Bonds, through DTC Participants and Indirect Participants. During the period for which Cede & Co. is registered owner of the Series 2020 Bonds, any notices to be provided to any Beneficial 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 accordance with the procedures of DTC. In the event of such termination, the Issuer shall select another securities depository and in that event, all references herein to DTC or Cede & Co., shall be deemed to be for reference to such successor. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Series 2020 Bonds in the form of fully registered Series 2020 Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Series 2020 Bonds may be exchanged for an equal aggregate principal amount of Series 2020 Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar (the “Bond Registrar”) for the registration, transfer and exchange of the Series 2020 Bonds, and hereby appoints Regions Bank, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. Regions Bank hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges. The Issuer hereby appoints Regions Bank as Paying Agent for the Series 2020 Bonds. Regions Bank hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. Conditions precedent to Issuance of the Series 2020 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2020 Bonds, all the Series 2020 Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

(a) Certified copies of the Assessment Resolutions;

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

(c) An opinion of Counsel to the District in the form required by the Master Indenture;

(d) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2020 Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture, the Second Supplemental Indenture or this First Supplemental Indenture.

(e) An opinion of Bond Counsel;

(f) A certificate of the Issuer’s methodology consultant that the benefit from the proposed Assessment Area One - 2020 Project equals or exceeds the amount of corresponding Series 2020 Special Assessments, are fairly and reasonably allocated across the land that are subject to the Series 2020 Special Assessments, are sufficient to pay the Debt Service on the Series 2020-Bonds; and

(g) A Certificate of the District Engineer certifying that the Assessment Area One - 2020 Project is feasible, that the cost estimates of the Assessment Area One - 2020 Project are reasonable and will not exceed the actual costs of creating the work product and improvements or the fair market value, and that all permits and other approvals for the Assessment Area One - 2020 Project have been obtained or are reasonably expected to be obtained in due course.

[END OF ARTICLE II]
portion of the Assessment Area One - 2020 Project and which have been transferred to the Series 2020 General Redemption Subaccount of the Series 2020 Bond Redemption Account.

(c) Mandatory Sinking Fund Redemption. The Series 2020 Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<table>
<thead>
<tr>
<th>Year</th>
<th>Mandatory Sinking Fund Redemption Amount</th>
</tr>
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<tbody>
<tr>
<td>14</td>
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*Maturity

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<td>15</td>
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</table>

*Maturity

Upon any redemption of Series 2020 Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2020 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2020 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2020 Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculations shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

SECTIO 3.02. Notice of Redemption. When required to redeem Series 2020 Bonds under any provision of this First Supplemental Indenture or directed to redeem Series 2020 Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2020 Bonds to be redeemed, notice of the redemption, as set forth in Article VIII of the Master Indenture.

END OF ARTICLE III]
Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish two (2) separate Accounts within the Debt Service Fund designated as the “Series 2020 Interest Account” and the “Series 2020 Capitalized Interest Account.” Moneys deposited into the Series 2020 Interest Account and Series 2020 Capitalized Interest Account pursuant to Section 6.04 of the Master Indenture and Sections 2.06 and 4.02 of this First Supplemental Indenture, shall be applied for the purposes provided therein.

Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish another separate Account within the Debt Service Fund designated as the “Series 2020 Sinking Fund Account.” Moneys shall be deposited into the Series 2020 Sinking Fund Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this First Supplemental Indenture and applied for the purposes provided therein and in Section 3.01(c) of this First Supplemental Indenture.

Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish a separate Account within the Reserve Fund designated as the “Series 2020 Reserve Account.” Proceeds of the Series 2020 Bonds shall be deposited into the Series 2020 Reserve Account in the amount set forth in Section 2.06 of this First Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2020 Reserve Account shall be applied for the purposes provided therein and in Section 4.01(f) of this First Supplemental Indenture.

On each March 15 and September 15 (or, if such date is not a Business Day, on the next succeeding Business Day), the Trustee shall determine the amount on deposit in the Series 2020 Reserve Account and transfer any excess therein above the applicable Reserve Requirement for the Series 2020 Bonds caused by investment earnings to the Series 2020 Acquisition and Construction Account until the Completion Date and thereafter to the Series 2020 Revenue Account.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2020 Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2020 Bonds to the Series 2020 General Redemption Subaccount of the Series 2020 Bond Redemption Account, as if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2020 Special Assessments and applied to redeem a portion of the Series 2020 Bonds is less than the principal amount of Series 2020 Bonds indebtedness attributable to such lands.

Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Account within the Bond Redemption Fund designated as the “Series 2020 Bond Redemption Account,” within such Account, a “Series 2020 General Redemption Subaccount,” a “Series 2020 Optional Redemption Subaccount,” and a “Series 2020 Prepayment Subaccount.” Except as otherwise provided in this First Supplemental Indenture regarding Prepayments or in connection with the optional redemption of the Series 2020 Bonds in whole or in part and that such Series 2020 Special Assessment lien is thereby reduced, or pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to preserve and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2020 Bonds, except the lien created by the Series 2020-2 Special Assessments and as otherwise permitted under the Master Indenture. The Series 2020 Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2020 Bonds under the Indenture against all claims and demands of all persons whosoever.

Power to Issue Series 2020 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2020 Bonds, to execute and deliver the Indenture and to pledge the Series 2020 Pledged Revenues for the benefit of the Series 2020 Bonds to the extent set forth herein. The Series 2020 Pledged Revenues are not and shall not be subject to any other lien senior to or on parity with the lien created in favor of the Series 2020 Bonds, except the lien created by the Series 2020-2 Special Assessments and as otherwise permitted under the Master Indenture. The Series 2020 Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2020 Bonds under the Indenture against all claims and demands of all persons whosoever.

Assessment Area One - 2020 Project to Construct or Acquire Engineering Report. Upon the issuance of the Series 2020 Bonds, the Issuer will promptly proceed to construct or acquire the Assessment Area One - 2020 Project, as described in Exhibit A hereto and in the Consulting Engineer’s Report relating thereto.

Propayments, Removal of Series 2020 Special Assessment Liens. (a) At any time any owner of property subject to the Series 2020 Special Assessments may, at its option, or as a result of a settlement of the Series 2020 Special Assessments because of non-payment thereof, shall require the Issuer to reduce or extinguish the lien upon its property by virtue of the levy of the Series 2020 Special Assessments held therein) shall be used to call Series 2020 Bonds for the extraordinary mandatory redemption in whole, pursuant to Section 3.01(b)(ii) hereof or in part pursuant to Section 3.01(b)(iii) hereof.

Moneys on deposit in the Series 2020 Rebate Fund designated as the “Series 2020 Rebate Fund.” Moneys shall be deposited into the Series 2020 Rebate Fund, as provided in the Arbitrage Certificate and applied for the purposes provided therein.

Moneys on deposit in the Series 2020 Special Option Subaccount shall be used to optionally redeem all or a portion of the Series 2020 Bonds pursuant to Section 3.01(a) hereof.

SECTION 4.02 Series 2020 Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2020 Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each November 1 commencing November 1, 2019, to the Series 2020 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2020 Bonds becoming due on the next succeeding November 1, less any amount on deposit in the Series 2020 Capitalized Interest Account or the Series 2020 Interest Account not previously credited;

SECOND, upon receipt but no later than the Business Day next preceding each May 1 commencing May 1, 2021, to the Series 2020 Interest Account of the Debt Service Fund, an amount equal to the principal amount of Series 2020 Bonds subject to sinking fund redemption on such November 1, less any amount on deposit in the Series 2020 Sinking Fund Account, an amount equal to the principal amount of Series 2020 Bonds subject to sinking fund redemption on such November 1, less any amount on deposit in the Series 2020 Capitalized Interest Account or the Series 2020 Interest Account not previously credited;

THIRD, no later than the Business Day next preceding each November 1, commencing November 1, 2025, to the Series 2020 Capitalized Interest Account of the Debt Service Fund, an amount equal to the principal amount of Series 2020 Special Assessments because of non-payment thereof, shall require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2020 Special Assessments held therein, nor shall be subject to any other lien senior to or on parity with the lien created in favor of the Series 2020 Bonds, except the lien created by the Series 2020-2 Special Assessments and as otherwise permitted under the Master Indenture. The Series 2020 Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2020 Bonds under the Indenture against all claims and demands of all persons whosoever.

FIFTH, notwithstanding the foregoing, at any time the Series 2020 Bonds are subject to redemption on a date which is not an Interest Payment Date, the Trustee shall be authorized to transfer to the Series 2020 Interest Account, the amount necessary to pay interest on the Series 2020 Bonds subject to redemption on such date.

SIXTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Series 2020 Bonds remain Outstanding, to the Series 2020 Reserve Account, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the applicable Reserve Requirement for the Series 2020 Bonds; and

SEVENTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be first deposited into the Series 2020 Costs of Issue Account to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2020 Bonds and next, any balance in the Series 2020 Revenue Account shall remain on deposit in such Series 2020 Revenue Account, unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Series 2020 Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

Notwithstanding that the Issuer has funded the Series 2020 Capitalized Interest Account to pay interest on the Series 2020 Bonds through at least November 1, 2020, moneys on deposit in the Series 2020 Capitalized Interest Account, including all investment earnings thereon, shall remain on deposit in such Account and be used by the Trustee to pay interest on the Series 2020 Bonds on any subsequent Interest Payment Date if moneys remain after November 1, 2020. When such Account has been depleted of all funds, the Trustee shall be authorized to close such Account.

END OF ARTICLE IV
ARTICLE V
COVENANTS AND DESIGNATIONS OF THE ISSUER

SECTION 5.01. Collection of Series 2020 Special Assessments. Pursuant to the terms and provisions of the Master Indenture, the Issuer shall collect the Series 2020 Special Assessments relating to the acquisition and construction of the Assessment Area One - 2020 Project through the Uniform Method of Collection (the “Uniform Method”) afforded by Chapter 197, Florida Statutes. Pursuant to the terms and provisions of the Master Indenture, the Issuer shall, pursuant to the provisions of the Assessment Resolutions, directly collect the Series 2020 Special Assessments levied in lieu of the Uniform Method with respect to any assessable lands which have not yet been platted, or for plated lots that are owned by Assessment Area One Landowner, unless the Trustee at the direction of the Majority Holders direct the Issuer otherwise or the timing for using the Uniform Method will not yet allow for using such method. In addition, and not in limitation of, the covenants contained elsewhere in this First Supplemental Indenture and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings herefore adopted with respect to the Series 2020 Special Assessments, and to levy the Series 2020 Special Assessments in such manner as will generate funds sufficient to pay debt service on the Series 2020 Bonds when due. All Series 2020 Special Assessments that are collected directly by the Issuer shall be due and payable by the Assessment Area One Landowner not later than thirty (30) days prior to each Interest Payment Date.

SECTION 5.02. Continuing Disclosure. Contemporaneously with the execution and delivery hereof, the Issuer has executed and delivered a Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The Issuer covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement applicable to it; however, as set forth therein, failure to so comply shall not constitute and Event of Default hereunder, but shall instead be enforceable by mandamus or any other means of specific performance.

SECTION 5.03. Investment of Accounts and Subaccounts. The provisions of Section 7.02 of the Master Indenture shall apply to the investment and reinvestment of moneys in the Series 2020 Accounts and subaccounts therein created hereunder.

SECTION 5.04. Additional Obligations. Other than in connection with the issuance of refunding bonds to be secured by the Series 2020 Special Assessments, the Issuer covenants not to issue any Bonds or other debt obligations secured by the Series 2020 Special Assessments. Prior to the Series 2020 Special Assessments becoming Substantially Absorbed (as defined below), the Issuer may issue other additional Bonds or other debt obligations secured by Special Assessments levied against unplatted assessable lands within Assessment Area One that are subject to the Series 2020 Special Assessments, provided that the maximum annual amount of the Special Assessments to secure additional bonds or other debt obligations does not exceed $1,400 for each planned and zoned lot (excluding collection fees and early payment discount). The Issuer, the Trustee and the District Manager may rely on a written certification from the Consulting Engineer that the zoning is in place to secure additional bonds or other debt obligations does not exceed $1,400 for each planned and zoned lot (excluding collection fees and early payment discount).

SECTION 5.05. Requisite Owners for Direction or Consent. Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires more than fifty percent (50%) of the Owners, shall in each case be deemed to refer to, and shall mean, the Majority Holders.

SECTION 5.06. Acknowledgement Regarding Series 2020 Acquisition and Construction Account Proceeds. The Trustee hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2020 Bonds, (i) the 2020 Pledged Revenues include, without limitation, all amounts on deposit in the Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) the Series 2020 Pledged Revenues may not be used by the Issuer (whether to pay costs of the Assessment Area One - 2020 Project or otherwise) without the consent of the Majority Holders, and (iii) the Series 2020 Pledge Revenues may be used by the Trustee, at the direction of or with the approval of the Majority Holders, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the Indenture.

Notwithstanding the foregoing, the Majority Holders shall provide direction to the Issuer within twenty (20) Business Days of notice by the Trustee to the Issuer of the occurrence of an Event of Default described in Section 10.02(a) or (b) (collectively, “Monetary Events of Default”) as to whether the Issuer shall terminate, suspend, or proceed under any contracts with the Issuer for construction of the Assessment Area One - 2020 Project entered into prior to the occurrence of such Monetary Events of Default. Regardless of such direction, the Issuer may use the funds in the Series 2020 Acquisition and Construction Account for disbursements for Costs incurred by the Issuer thereunder through the date of suspension or termination of any construction contract entered into by the Issuer prior to notice by the Trustee of the occurrence of any Monetary Events of Default. The Issuer covenants not to enter into any contract that would require the further expenditure of funds from the Trust Estate and regarding the construction and/or acquisition of the

District from issuing additional Bonds or other debt obligations on lands that are not being assessed by Series 2020 Special Assessments. Notwithstanding any of the foregoing, the Issuer shall not be precluded from issuing additional Bonds or other debt obligations secured by Special Assessments or other non-ad valorem assessments on any assessable lands within Assessment Area One in connection with capital projects that are necessary for the health, safety and welfare of its residents or to remediate a natural disaster. The Trustee may rely on a written certificate from the District Manager that the Series 2020 Special Assessments have been Substantially Absorbed. The Issuer and the Trustee may rely on a written certificate from the District Manager regarding the status of the aforementioned platting, residential units and maximum annual amount of Special Assessments. “Substantially Absorbed” shall mean the date at least 90% of the principal portion of the Series 2020 Special Assessments have been assigned to residential units that have received certificates of occupancy. Notwithstanding any provision in the Indenture to the contrary, the Issuer may issue other Bonds or debt obligations secured by Special Assessments on lands within Assessment Area One other than the Series 2020 Special Assessments, at any time upon the written consent of the Majority Holders.

ARTICLE VI
THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 6.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created and agrees to perform such trusts upon the terms and conditions set forth in the Indenture. The Trustee agrees to act as Paying Agent and Registrar for the Series 2020 Bonds.

SECTION 6.02. Trustee’s Duties. The Trustee shall not be responsible in any manner for the due execution of this First Supplemental Indenture by the Issuer or for the recitals contained herein (except for the certificate of authentication on the Series 2020 Bonds), all of which are made solely by the Issuer. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlement inuring to the Trustee under the Master Indenture.

[END OF ARTICLE VI]
ARTICLE VII
MISCELLANEOUS PROVISIONS

SECTION 7.01. Interpretation of First Supplemental Indenture. This First Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2020 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this First Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and the First Supplemental Indenture shall be read and construed as one document.

SECTION 7.02. Amendments. Any amendments to this First Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 7.03. Counterparts. This First Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this First Supplemental Indenture are hereby incorporated herein and made a part of this First Supplemental Indenture for all purposes.

SECTION 7.05. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2020 Bonds or the date fixed for the redemption of any Series 2020 Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 7.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2020 Bonds.

SECTION 7.07. 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.

IN WITNESS WHEREOF, West Port Community Development District has caused this First Supplemental Trust Indenture to be executed by the Chairperson/Vice Chairperson of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary/Assistant Secretary of its Board of Supervisors and Regions Bank has caused this First Supplemental Trust Indenture to be executed by one of its authorized signatories, all as of the day and year first above written.

WEST PORT COMMUNITY DEVELOPMENT DISTRICT

[SEAL]

Attest:

By: Name: Chairperson/Vice Chairperson
Title: Board of Supervisors

REGIONS BANK, as Trustee, Paying Agent and Registrar

By: Name: Janet Ricardo
Title: Vice President and Trust Officer

STATE OF FLORIDA )

COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me by Janet Ricardo, a Vice President and Trust Officer of Regions Bank, as trustee (the “Trustee”), who acknowledged that she did so sign said instrument as such officer for and on behalf of the Trustee; that the same is her free act and deed as such officer, and the free act and deed of said Issuer, and that the seal affixed to said instrument is the seal of said Issuer; that they respectively appeared before me this day in person and acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. She is personally known to me or produced as identification.

[NOTARIAL SEAL]

Notary: ________________________________
Print Name: ________________________________
My commission expires ________________________________

[Remainder of page intentionally left blank.]
EXHIBIT A
DESCRIPTION OF ASSESSMENT AREA ONE - 2020 PROJECT

The Assessment Area One - 2020 Project includes, but is not limited to, the following improvements, as described in the Final Supplemental Engineer's Report dated October 30, 2019, as supplemented by the Supplemental Engineer's Report (Assessment Area One - 2020 Project), dated February 6, 2020:

- Stormwater management and control facilities, including, but not limited to, related easements;
- Water and wastewater systems;
- Onsite and offsite roadway improvements, including street lighting;
- Irrigation for public property;
- Landscaping in public rights-of-way including, but not limited to, entrance features;
- Hardscape;
- Public parks;
- Differential cost of undergrounding electric utilities; and
- All related soft and incidental costs.

hierin called the “Trustee”), notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Indenture (defined below). Any capitalized terms used in this Bond and not otherwise defined shall have the meaning ascribed to such terms in the Indenture.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE SOURCES AND SAVINGS OF THE ISSUER, INCLUDING INCOME AND EARNINGS, AS THEY ARE FROM TIME TO TIME ACCRUED, AS PROVIDED FOR IN THE CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The Assessment Area One - 2020 Project includes, but is not limited to, the following improvements, as described in the Final Supplemental Engineer's Report dated October 30, 2019, as supplemented by the Supplemental Engineer's Report (Assessment Area One - 2020 Project), dated February 6, 2020:

- Stormwater management and control facilities, including, but not limited to, related easements;
- Water and wastewater systems;
- Onsite and offsite roadway improvements, including street lighting;
- Irrigation for public property;
- Landscaping in public rights-of-way including, but not limited to, entrance features;
- Hardscape;
- Public parks;
- Differential cost of undergrounding electric utilities; and
- All related soft and incidental costs.

EXHIBIT B
[FORM OF SERIES 2020 BOND]

B-1
UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF CHARLOTTE
WEST PORT COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND, SERIES 2020
(ASSESSMENT AREA ONE - 2020 PROJECT)

Interest Rate
%  Maturity Date
Date of Original Issuance
CUSIP

Registered Owner:------------------Cede & Co.---------------------------------------------

Principal Amount:--

KNOW ALL PERSONS BY THESE PRESENTS that the West Port Community Development District (the “Issuer”), for value received, hereby promises to pay to the registered owner thereof at the maturity hereof, or at any earlier date on which the Issuer shall be required to make a payment of principal hereof pursuant to the Indenture, the principal amount of this Bond, together with interest thereon from the date of original issue to the date of payment hereof at the rate per annum set forth above, and all amounts payable in respect hereof.

This Bond shall not be valid or become payable, transferable or otherwise chargeable or liable as a trust or fiduciary undertaking or subject to any trust or assignment for the benefit of creditors of the owner hereof, or the owner’s estate, or to the satisfaction of any law, statute, rule or regulation as to the distribution of the income or proceeds therefrom, and the holder hereof shall not be subject to any liability for any payment otherwise chargeable as aforesaid.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

It is expressly agreed by the owner of this Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the County, the State or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the County, the State or any other political subdivision thereof, for the payment of the principal of and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for Series 2020 Special Assessments to be secured and paid the Trustee under the Indenture, the conditions under which such Indenture may be amended without the consent of the registered owners of the Series 2020 Bonds, the conditions under which such Indenture may be amended with the consent of the Major Holders of the Series 2020 Bonds outstanding, and as to other rights and remedies of the registered owners of the Series 2020 Bonds.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

This Bond is payable from and secured by Series 2020 Pledged Revenues, as such term is defined in the Indenture, all in the manner provided in the Indenture. The Indenture provides for the levy and the evidencing and certifying, or non-ad valorem assessments in the form of Series 2020 Special Assessments to secure and pay the Bonds.

The Series 2020 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the Series 2020 Bonds shall be made on the dates specified below. Upon any redemption of Series 2020 Bonds other than in accordance with the sinking fund and redemption provisions of the Indenture, the Issuer shall cause the applicable sinking fund to be recalculated and delivered to the Trustee in accordance with the Indenture.

The Series 2020 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the Series 2020 Bonds shall be made on the dates specified below. Upon any redemption of Series 2020 Bonds other than in accordance with the sinking fund and redemption provisions of the Indenture, the Issuer shall cause the applicable sinking fund to be recalculated and delivered to the Trustee in accordance with the Indenture.
The Series 2020 Bonds are subject to redemption prior to maturity at the option of the Issuer, as a whole or in part, at any time, on or after November 1, 20__, (less than all Series 2020 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of the Series 2020 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date.

**Mandatory Sinking Fund Redemption**

The Series 2020 Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2020 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

### Table: Mandatory Sinking Fund Redemption Amounts

<table>
<thead>
<tr>
<th>Year</th>
<th>Mandatory Sinking Fund Redemption Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Maturity

The Series 2020 Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2020 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

### Table: Maturity Redemption Amounts

<table>
<thead>
<tr>
<th>Year</th>
<th>Maturity Redemption Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Extraordinary Mandatory Redemption

The Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part on any date (other than in the case of clause (i) below) which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date.

(i) from Series 2020 Prepayment Principal deposited into the Series 2020 Prepayment Subaccount of the Series 2020 Bond Redemption Account (taking into account the credit from the Series 2020 Reserve Account pursuant to Section 6.05 of the First Supplementary Indenture) following the prepayment in whole or in part of 2020 Special Assessments on any assessable property within the District in accordance with the provisions of Section 4.06(a) of the First Supplementary Indenture.

(ii) from moneys, if any, on deposit in the Series 2020 Funds, Accounts and subaccounts in the Funds and Accounts (other than the Series 2020 Rebate Fund and the Series 2020 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2020 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture.

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2020 Acquisition and Construction Account not otherwise reserved to complete the Assessment Area One - 2020 Project and which have been transferred to the Series 2020 General Redemption Subaccount of the Series 2020 Bond Redemption Account.

In all cases in which the privilege of transferring or exchanging Series 2020 Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Series 2020 Bond or Series 2020 Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. Every Series 2020 Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2020 Bonds.

In all cases in which the privilege of transferring or exchanging Series 2020 Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Series 2020 Bond or Series 2020 Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. Every Series 2020 Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2020 Bonds.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Series 2020 Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Series 2020 Bond shall be overdue) for the purpose of receiving payment of or on account of the principal of and interest on such Series 2020 Bond as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Series 2020 Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in connection with the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Series 2020 Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

**IN WITNESS WHEREOF, West Port Community Development District has caused this**

**Board of Supervisors**

**Chairperson/Vice-Chairperson,**

(Seal)

Attorney

By:

**Assistant Secretary, Board of Supervisors**
CERTIFICATE OF AUTHENTICATION
This Bond is one of the Series 2020 Bonds delivered pursuant to the within mentioned
Indenture.
Date of Authentication: __________________
REGIONS BANK, as Trustee
By: __________________________
   Vice President and Trust Officer

STATEMENT OF VALIDATION
This Bond is one of a series of Bonds which were validated by judgment of the Circuit
Court of the Twentieth Judicial Circuit of Florida, in and for Charlotte County, Florida, rendered
on the 31st day of January, 2019.
WEST PORT COMMUNITY DEVELOPMENT
DISTRICT
By: __________________________
   Chairperson/Vice-Chairperson,
   Board of Supervisors
(SEAL)
Attest:
By: __________________________
   Assistant Secretary, Board of Supervisors

ABBREVIATIONS
The following abbreviations, when used in the inscription on the face of the within Bond,
shall be construed as though they were written out in full according to applicable laws or
regulations:
TEN COM - as tenants in common
TEN ENT - as tenants by the entitites
JT TEN - as joint tenants with rights of survivorship and
   not as tenants in common
UNIFORM TRANSFER MIN ACT - Custodian ____________
   (Cust)                    (Minor)
   Under Uniform Transfer to Minors Act ____________
   (State)
Additional abbreviations may also be used though not in the above list.

ASSIGNMENT AND TRANSFER
FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto
____________________________________________________________________________
(please print or typewrite name and address of assignee)
____________________________________________________________________________
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
____________________________________________________________________________
Attorney to transfer the within Bond on the books kept for registration thereof, with full power of
substitution in the premises.
Signature Guarantee:

NOTICE: Signature(s) must be guaranteed
by a member firm of the New York Stock
Exchange or a commercial bank or trust company

NOTICE: The signature to this assignment
must correspond with the name of the
registered owner as it appears upon the face
of the within Bond in every particular,
without alteration or enlargement or any
change whatsoever.

Please insert social security or other
identifying number of Assignee.
EXHIBIT C
FORMS OF REQUISITIONS
WEST PORT COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2020
(ASSESSMENT AREA ONE - 2020 PROJECT)
(Acquisition and Construction)

The undersigned, a Responsible Officer of the West Port Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the “Trustee”), dated as of March 1, 2020, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2020 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number:
(B) Identify Acquisition Agreement, if applicable;
(C) Name of Payee pursuant to Acquisition Agreement:
(D) Amount Payable:
(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
(F) Fund or Account and subaccount, if any, from which disbursement to be made:


The undersigned hereby certifies that:
1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Series 2020 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area One - 2020 Project; and
4. Each disbursement represents a cost of the Assessment Area One - 2020 Project which 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.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

WEST PORT COMMUNITY DEVELOPMENT DISTRICT
By: ___________________________
Responsible Officer
Date: ___________________________

CONSULTING ENGINEER’S APPROVAL

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the Assessment Area One - 2020 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the District Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the Assessment Area One - 2020 Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the Assessment Area One - 2020 Project work product and/or improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the Assessment Area One - 2020 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the Assessment Area One - 2020 Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement.

Consulting Engineer

WEST PORT COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2020
(ASSESSMENT AREA ONE - 2020 PROJECT)
(Costs of Issuance)

The undersigned, a Responsible Officer of the West Port Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the “Trustee”), dated as of March 1, 2020, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2020 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number:
(B) Purpose for which paid or incurred: Costs of Issuance
(C) Amount Payable:
(D) Fund or Account and subaccount, if any, from which disbursement to be made:


The undersigned hereby certifies that:
1. this requisition is for Costs of Issuance payable from the Series 2020 Costs of Issuance Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Series 2020 Costs of Issuance Account;
3. each disbursement set forth above was incurred in connection with the issuance of the Series 2020 Bonds; and
4. each disbursement represents a cost of issuance which 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 or copies of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

WEST PORT COMMUNITY DEVELOPMENT DISTRICT
By: ___________________________
Responsible Officer
Date: ___________________________
Ladies and Gentlemen:

The undersigned is authorized to sign this letter [on behalf of Name of Non-Individual Investor], as the beneficial owner (the “Investor”) of $______ of the above-referenced Bonds [state maturing on November 1, ____], bearing interest at the rate of ____% per annum and CUSIP #] (herein, the “Investor Bonds”).

The undersigned acknowledges that the Bonds were issued by the West Port Community Development District (herein, the “Issuer”) for the purpose of providing a portion of the funds necessary to finance the acquisition and construction of certain public infrastructure described in the herein defined Offering Document. The undersigned further acknowledges that the Bonds, which include the Investor Bonds, are secured under that certain Master Trust Indenture, dated as of March 1, 2020 (the “Master Indenture”) and a First Supplemental Trust Indenture dated as of March 1, 2020 (“First Supplement” and, collectively with the Master Indenture, the “Indenture”), between the Issuer and Regions Bank, as trustee (the “Trustee”), which creates a security interest in the trust estate described therein (the “Security”) for the benefit of the Owners of the Bonds.

In connection with the purchase of the Investor Bonds by the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has authority to purchase the Investor Bonds and to execute this letter, any other instruments and documents required to be executed by the Investor in connection with the purchase of the Investor Bonds.

2. The Investor is an “accredited investor” as described in Rule 501(a)(1), (2), (3), (6) or (7) under Regulation D of the Securities Act of 1933, as amended (the “Securities Act”), and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations including those which are not rated or credit-enhanced, to be able to evaluate the risks and merits of the investment represented by the Bonds. Please check the appropriate box below to indicate the type of accredited investor:

   - a bank, insurance company, registered investment company, business development company, or small business investment company;
   - an employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of $5 million;
   - a charitable organization, corporation, or partnership with assets exceeding $5 million;
   - a natural person who has individual net worth, or joint net worth with the person’s spouse, that exceeds $1 million at the time of the purchase, excluding the value of the primary residence of such person;
   - a natural person with income exceeding $200,000 in each of the two most recent years or joint income with a spouse exceeding $300,000 for those years and a reasonable expectation of the same income level in the current year; or

3. The Investor Bonds are being acquired by the Investor for investment and not with a present view to, or for resale in connection with, any distribution of the Bonds.

4. The Investor understands that the Bonds are not registered under the Securities Act and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating service and (d) will be delivered in a form which is not readily marketable.

5. The Investor understands that (a) the Bonds are not secured by any pledge of any moneys received or to be received from any taxation by the Issuer, State of Florida or any political subdivision thereof, (b) the Bonds do not and will not represent or constitute a general obligation of a political subdivision thereof, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating service and (d) will be delivered in a form which is not readily marketable.

6. The Investor has been supplied with an (electronic) copy of the Preliminary Limited Offering Memorandum dated _______, 2020 of the Issuer and relating to the Bonds (the “Offering Document”) and has reviewed the Offering Document and represents that such Offering Document has provided full and meaningful disclosure in order to make an informed decision to invest in the Investor Bonds.

Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Indenture.

Very truly yours,

[Name], [Type of Entity]

By: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

Or ________________________________

[Name], an Individual

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APPENDIX B

PROPOSED FORM OF OPINION OF BOND COUNSEL
FORM OF BOND COUNSEL OPINION

Upon delivery of the Bonds (as defined below) in definitive form, Greenberg Traurig, P.A., as Bond Counsel, proposes to render its final approving opinion with respect to such Bonds in substantially the following form:

____________, 2020

Board of Supervisors of the West Port
Community Development District
Charlotte County, Florida

WEST PORT COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2020
(ASSESSMENT AREA ONE - 2020 PROJECT)

Gentlemen:

We have acted as bond counsel in connection with the issuance by the West Port Community Development District (the “District”) of its $________ aggregate principal amount of Special Assessment Bonds, Series 2020 (Assessment Area One - 2020 Project) (the “Bonds”), issued and delivered on this date pursuant to the constitution and laws of the State of Florida, particularly, the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and other applicable provisions of law (collectively, the “Act”) and Resolution No. 2020-25, adopted by the Board of Supervisors of the District (the “Board”) on October 30, 2019, as supplemented by Resolution No. 2020-34 adopted by the Board on February 19, 2020 (collectively, the “Bond Resolution”). The Bonds are being issued and secured under that certain Master Trust Indenture, dated as of March 1, 2020 (the “Master Indenture”), as supplemented by that certain First Supplemental Trust Indenture, dated as of March 1, 2020 (the “First Supplement” and, together with the Master Indenture, the “Indenture”), each by and between the District and Regions Bank, as trustee (the “Trustee”). Capitalized terms used herein without definitions have the meanings ascribed thereto in the Indentures.

The Bonds are being issued for the primary purpose of constructing certain public infrastructure within Assessment Area One within the District.

In order to secure the payment of the Bonds, and subject to the terms of the Indenture, the District has pledged to the holders of the Bonds, and granted a lien to the holders of the Bonds on, the Series 2020 Pledged Revenues.
In connection with this opinion, we have examined the Act, certified copies of the Bond Resolution, the Indentures, the Arbitrage Certificate, a transcript of the proceedings related to the issuance of the Bonds and such other documents and opinions as we have deemed necessary to render this opinion, and are relying on certain findings, covenants and agreements of the District set forth therein and such certified copies of the proceedings of the District and such other documents and opinions as we have deemed necessary to render this opinion. As to the questions of fact material to our opinion, we have relied upon representations of the District furnished to us, without undertaking to verify such representations by independent investigation. We have also relied upon certain certifications and representations provided by KL West Port LLC, as the primary landowner of real property within Assessment Area One within the District that is subject to the Series 2020 Special Assessments comprising the Series 2020 Pledged Revenues securing the Bonds.

Based on the foregoing, we are of the opinion that:

1. The District has the power to authorize, execute and deliver the Indentures, to perform its obligations thereunder and to issue the Bonds.

2. The Indenture has been duly authorized, executed and delivered by the District. The Indenture creates a valid pledge of the Series 2020 Pledged Revenues with respect to the Bonds and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms.

3. The issuance and sale of the Bonds have been duly authorized by the District and, assuming the due authentication thereof, the Bonds constitute valid and binding limited obligations of the District, payable in accordance with, and as limited by, the terms of the applicable Indenture.

4. The Internal Revenue Code of 1986, as amended (herein, the “Code”) includes requirements which the District must continue to meet after the issuance of the Bonds in order that interest on the Bonds not be included in gross income for federal income tax purposes. The failure of the District to meet these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. The District has covenanted in the Indenture to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds.

Under existing statutes, regulations, rulings and court decisions, subject to the assumption stated in the following paragraph, interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes. Furthermore, interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals.

In rendering the opinion expressed above, we have assumed continuing compliance with the tax covenants referred to above that must be met after the issuance of the Bonds in order that interest on the Bonds not be included in gross income for federal income tax purposes.
The Bonds and interest thereon are not subject to taxation under the laws of the State of Florida except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in Chapter 220.

We express no opinion regarding other federal or any state tax consequences resulting from the ownership, receipt or accrual of interest on, or disposition of the Bonds.

In rendering the foregoing opinions we have assumed the accuracy and truthfulness of all public records and of all certifications, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We have also assumed the genuineness of the signatures appearing upon such public records, certifications, documents and proceedings.

The opinions set forth herein are subject to state and federal laws relating to bankruptcy, insolvency, reorganization, moratorium and similar laws, and to equitable principles, affecting the enforcement of creditors’ rights generally, and to the exercise of judicial discretion in appropriate cases.

We wish to call to your attention that the Bonds are limited obligations of the District payable solely from the Series 2020 Pledged Revenues, and neither the full faith and credit nor the taxing power of the District, Charlotte County, Florida, the State of Florida or any other political subdivision thereof is pledged as security for the payment of the Bonds. The Bonds do not constitute an indebtedness of the District within the meaning of any constitutional or statutory provision or limitation.

Respectfully submitted,

GREENBERG TRAURIG, P.A.
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APPENDIX C

ENGINEER'S REPORT
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>PAGE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. INTRODUCTION</td>
<td>1</td>
</tr>
<tr>
<td>2. DISTRICT BOUNDARIES AND PROPERTIES SERVED</td>
<td>3</td>
</tr>
<tr>
<td>3. PROPOSED DISTRICT CAPITAL IMPROVEMENT PLAN</td>
<td>4</td>
</tr>
<tr>
<td>4. OPINION OF PROBABLE CONSTRUCTION COSTS</td>
<td>10</td>
</tr>
<tr>
<td>5. PERMITS</td>
<td>10</td>
</tr>
</tbody>
</table>

## TABLES

| TABLE 1A | LAND USE SUMMARY | 2 |
| TABLE 1B | LOT SIZE AND COUNT SUMMARY | 2 |
| TABLE 2  | OWNERSHIP AND MAINTENANCE RESPONSIBILITY | 5 |
| TABLE 3  | SUMMARY OF OPINION OF TOTAL PROBABLE COST | 10 |

## APPENDIX

| EXHIBIT 1.1  | WEST PORT LOCATION MAP |
| EXHIBIT 2.1  | DISTRICT BOUNDARY      |
| EXHIBIT 2.2  | CURRENT ZONING MAP     |
| EXHIBIT 2.3  | FUTURE LAND USE MAP    |
| EXHIBIT 2.4  | EXISTING UTILITIES AND DRAINAGE OUTFALL MAP |
| EXHIBIT 2.5  | ASSESSMENT AREA MAP    |
1. INTRODUCTION

1.1 Description of West Port Community Development District

West Port is a mixed-use community (the “Development”) being served by the West Port Community Development District, (the “District”). The District is located in Port Charlotte, Charlotte County, Florida lying within Sections 10 and 11, Township 40 South, Range 21 East; more precisely between El Jobean (State Road 776) and US 41 east of Biscayne Drive, as shown by Exhibit 1.1 of the attached Appendix.

Access to the District is provided via two access points on US 41 and one access point on El Jobean. Additional access points to the east may be provided at a future date, depending on development progress of the adjacent lands. Upon completion of the Development, and based on current plans, the District is expected to contain approximately 1,103 residential units (single family and paired villas), approximately 590 residential multi-family units and 12.14 acres of commercial/retail/hotel property.

1.2 Purpose and Scope of the Report

The purpose of this report is to provide a description of the public improvements (“Capital Improvement Plan,” or “CIP”) to be constructed and/or acquired by the District, and to provide an apportionment of the categories of costs for the CIP. The assessment methodology (“Assessment Methodology”) will be developed by the District’s methodology consultant.

The CIP consists of four (4) projects being undertaken by at least three (3) separate landowners, with each project represented by a separate Assessment Area. Note that each Assessment Area is expected to be developed in one or more subphases. In fact, at this early stage of development, the precise boundaries of Assessment Areas 2 and 3 are not yet determined, and accordingly, those Assessment Areas have been combined for purposes of this report and are referred to as “Assessment Areas 2/3.” (Such Assessment Areas 2/3 may ultimately be developed into more than 2 assessment areas.) The boundaries of Assessment Areas 2/3 will be more precisely identified in a supplemental report, and likely at the time the District issues bonds to fund improvements for those areas. The present boundaries of each project (Assessment Area) are shown in Exhibit 1.1.
### TABLE 1A
LAND USE SUMMARY

<table>
<thead>
<tr>
<th>TYPE OF USE</th>
<th>Assessment Area 1</th>
<th>Assessment Area 2/3</th>
<th>Assessment Area 4</th>
<th>TOTAL PROJECT ACREAGE +/-</th>
<th>% OF TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>SINGLE FAMILY RESIDENTIAL</td>
<td>64.73</td>
<td>107.21</td>
<td>0</td>
<td>171.94</td>
<td>40%</td>
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<tr>
<td>APARTMENT</td>
<td>0</td>
<td>35.88</td>
<td>30.46</td>
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<td>15%</td>
</tr>
<tr>
<td>HOTEL/RETAIL/COMMERCIAL</td>
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<td>0</td>
<td>12.14</td>
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<tr>
<td>OPEN SPACE *</td>
<td>39.04</td>
<td>82.86</td>
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<tr>
<td>RIGHT-OF-WAY</td>
<td>17.08</td>
<td>32.1</td>
<td>0</td>
<td>62.35</td>
<td>14%</td>
</tr>
<tr>
<td>TOTAL***</td>
<td>120.85</td>
<td>258.05</td>
<td>42.6</td>
<td>434.67</td>
<td>100%</td>
</tr>
</tbody>
</table>

* Open Space is comprised of stormwater ponds, wetlands, landscape buffers and other open space.

** All lots and land subject to District Assessments are contained wholly within the boundary of the District as per the Establishment Ordinance.

*** The total acreage for the Assessment Areas is 421.5. The difference between that figure and 434.67 acres is the Collector Roadway right-of-way, which is included in the "TOTAL PROJECT ACREAGE" column for right-of-way only (13.17 acres).

### TABLE 1B
SINGLE FAMILY LOT SIZE AND COUNT SUMMARY
RESIDENTIAL PROJECT

<table>
<thead>
<tr>
<th>TYPE OF USE</th>
<th>Assessment Area 1</th>
<th>Assessment Area 2/3</th>
<th>Assessment Area 4</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>431</td>
<td>672</td>
<td>0</td>
<td>1,103</td>
</tr>
<tr>
<td>Multi-Family</td>
<td>0</td>
<td>290</td>
<td>300</td>
<td>590</td>
</tr>
<tr>
<td>Commercial</td>
<td>0</td>
<td>0</td>
<td>12.14 ac</td>
<td>12.14 ac</td>
</tr>
</tbody>
</table>

### 2. DISTRICT BOUNDARIES AND PROPERTIES SERVED

#### 2.1 District Boundaries

Exhibit 2.1 delineates the boundaries of the District. The District is bounded on the North by existing residential and commercial development as well as US 41, the South by El Jobean and an existing residential development, the East by the Flamingo Waterway and
the West by the Crestwood Waterway. The total acreage of the District is approximately 434.67 acres.

2.2 Description of Properties Served

The District is located in Sections 10 and 11, Township 40 South, Range 21 East, Port Charlotte, Charlotte County, Florida. It is expected that the developable land within the District will be initially owned and developed by three (3) separate landowners with the potential for portions of assessment areas to be conveyed to additional landowners for development as the project progresses.

The land within the District is comprised of developed land consisting of existing roadways, underground and overhead utilities and wetlands. All of the land within the District was developed previously by the General Development Corporation for single family residential back in the 1950's. In the early 2000's Charlotte County created a Community Redevelopment Agency (CRA) that condemned and acquired all of the land that is now within the District for the purpose of redevelopment. The terrain is generally level with elevations ranging from 7.5 to 10.5 feet NAVD 1988. Groundwater is generally between 3 and 4 feet below natural ground and during the wet season the seasonal high-water table is estimated at 2-3 feet below ground.

The entire property within the District is zoned PD (Planned Development) with a Future Land Use of "Murdock Village Mixed Use", and is entitled for up to 2,400 residential and 300,000 square feet of commercial retail as depicted on Exhibits 2.2 and 2.3.

2.3 Existing Infrastructure

The District is located within the Charlotte County Utility service area which will provide potable water, wastewater disposal and reclaimed water services to the Development. Capacity for these utilities is available from Charlotte County Utilities.

Potable water for the Development will be provided by connection to the existing Charlotte County water mains within the US 41 and El Jobean rights-of-way providing for an efficient, looped water main system. The location of these water mains is shown on Exhibit 2.4 of the attached Appendix.

Wastewater from the Development will be collected by gravity sewer mains within the site and will be pumped via one or more lift stations and conveyed via force main to an existing Charlotte County force main also located in the US 41 and El Jobean rights-of-way. The location of existing force mains, which will be utilized by the District infrastructure, is shown on Exhibit 2.4 of the attached Appendix.

The District is located within an open drainage basin. Portions of the existing site drain to the west towards the Crestwood Waterway, while the remainder drains to the south and west to the East Fork Waterway. The existing drainage conditions are shown by Exhibit 2.4 of the attached Appendix.
The District is bordered by two main arterial roadways, US 41 to the north and El Jobean (SR 776) to the south. The District will have direct access to these two arterial roadways.

The District is located within the franchise areas of Florida Power and Electric, Verizon and Spectrum. These utility companies are expected to provide electrical power, telephone, cable and internet services to the District.

All utilities are available to the property or will be during the development of the public infrastructure.

3. PROPOSED DISTRICT CAPITAL IMPROVEMENT PLAN

3.1 Summary of the Proposed District Public Infrastructure

It is anticipated that each of the Assessment Areas will be separately developed. The overall CIP includes certain “Master Improvements” that benefit all of the Assessment Areas, as well as “Neighborhood Improvements” that benefit only their respective Assessment Areas.

The Master Improvements include:

- Offsite Transportation Improvements
- Collector Roads (with attendant Utilities (water, sewer and irrigation) and Hardscape/Landscape/Irrigation/Lighting Improvements)

The Neighborhood Improvements include:

- Stormwater Management
- Neighborhood Roadways
- Utilities (Water, Sewer, Reclaimed) within Neighborhood Roadways
- Hardscape/Landscape/Irrigation/Lighting
- Amenity Parks
Table 2 below identifies how the various improvements will be financed and who will be responsible for ownership and maintenance of the improvements.

Table 2

OWNERSHIP AND MAINTENANCE RESPONSIBILITY

<table>
<thead>
<tr>
<th>Improvement</th>
<th>Financing</th>
<th>Ownership and Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MASTER IMPROVEMENTS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-Site Transportation Improvements</td>
<td>District</td>
<td>State of Florida</td>
</tr>
<tr>
<td>Collector Roadways with:</td>
<td>Developer/County</td>
<td>Charlotte County Ownership</td>
</tr>
<tr>
<td>- Utilities (Water, Sewer, Reclaimed)</td>
<td></td>
<td>After turnover of the collector roadways to the County, the District will maintain all Electric/Lighting Hardscape/Landscape/Irrigation and Lighting pursuant to a County ROW permit.</td>
</tr>
<tr>
<td>- Hardscape/Landscape/Irrigation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Undergrounding of Electric/Lighting</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>NEIGHBORHOOD IMPROVEMENTS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stormwater Management</td>
<td>District</td>
<td>District</td>
</tr>
<tr>
<td>Neighborhood Roadways</td>
<td>District/Developer</td>
<td>District/HOA</td>
</tr>
<tr>
<td>Utilities (Water, Sewer, Reclaimed)</td>
<td>District</td>
<td>Charlotte County</td>
</tr>
<tr>
<td>Hardscape/Landscape/Irrigation</td>
<td>District</td>
<td>District</td>
</tr>
<tr>
<td>Undergrounding of Electric/Lighting</td>
<td>District</td>
<td>District</td>
</tr>
<tr>
<td>Neighborhood Parks</td>
<td>District/Developer</td>
<td>District/HOA</td>
</tr>
</tbody>
</table>

3.2 MASTER IMPROVEMENTS

As noted above, only the off-site transportation improvements and collector roads constitute master improvements benefitting all Assessment Areas. Of these, only the offsite improvements are being funded by the District, and the allocation of costs is among the Assessment Areas can be found in Table 3, below. These costs have been assigned to each of the Assessment Areas based on each areas’ proportion of the overall acreage because each Assessment Area roughly benefits from the Master Improvements on a relative acreage basis.

3.2.1 Offsite Improvements

Offsite roadway improvements will consist of the construction of left and right turn lanes at both access connection points to US 41 and at the access connection point on El Jobean. There are no Impact Fee Credits available from any of the offsite improvements. All offsite improvements are required for development of the CIP pursuant to access requirements in the Charlotte County Zoning Ordinance.
3.2.2 Collector Roadways

The portions of roadways within the District that make up the major collector/spine roads are subject to shared funding with Charlotte County. These roadways are referred to as the “PII” roadways (Public Infrastructure Improvements) because they are being partially funded by Charlotte County through a Development Agreement between the Developer and Charlotte County. The roadways include not just the road bed, and asphalt, but also all water and sewer utilities beneath the roadways, as well as hardscaping, landscaping, irrigation and lighting improvements above the roadways. These roadways will not be included in the District’s CIP for bond financing purposes.

However, it is anticipated that, pursuant to an applicable County right-of-way permit or other similar approval, the District will operate and maintain the hardscaping, landscaping, irrigation and lighting improvements within the collector roads, as well as other main entry areas into the overall development as “Master Improvements” serving all of the Assessment Areas. As with the other Master Improvements, the hardscaping, landscaping, irrigation and lighting improvements within these roadways and related buffers benefit each Assessment Area on a relative acreage basis.

3.3 NEIGHBORHOOD IMPROVEMENTS

In addition to the Master Improvements described above, each Assessment Area will have its own Neighborhood Improvements, which are generally described below. It is anticipated that the District will finance all of the Neighborhood Improvements for Assessment Areas 1 and 2/3. By contrast, the developer of Assessment Area 4 will develop, own and operate its own Neighborhood Improvements, with the exception of stormwater ponds that will be developed within Assessment Area 4 by the Assessment Area 4 developer and dedicated to the District for ownership and operation.

3.3.1 Neighborhood Roadways

The District’s CIP includes various internal roadways, which will be constructed to Charlotte County Road Standards. These roadways will provide internal access to all residential lots, common areas and recreation areas within the District, and will also provide access to and from the State Road rights-of-way serving the District.

Roadway construction will consist of the placement and compaction of structural fill within the rights-of-ways to promote proper drainage and also to provide a suitable sub-base for the roadway. Construction will also consist of installation of roadways base, asphalt and curbing to provide a finished driving surface.

All such roadways within the District are anticipated to be funded, owned and maintained by the District. However, in the event that certain areas of the District
are proposed to be fully gated, the restricted access roadways will not be subject to District funding, except for components that are related to the stormwater system and public utilities beneath the roadways.

3.3.2 Stormwater Management

The District stormwater management system will consist of excavated stormwater management retention areas, drainage pipes, catch basins, swales, berms and water control structures. Stormwater runoff from within the District will be collected and conveyed to the stormwater management areas for water quality treatment and quantity storage. Treated and attenuated stormwater will then be discharged to both the Crestwood Waterway and the East Fork Waterway, pursuant to State and Local Permits and Approvals.

The stormwater management system will be designed and constructed in accordance with Southwest Florida Water Management District standards for water quality treatment, quantity storage and flood protection.

The lakes will be excavated in accordance with the size and depth requirements of the Charlotte County Land Development Code and the Southwest Florida Water Management District. The excavated material will be placed within the District to promote the flow of stormwater to the lakes, as well as provide flood protection and control within the District. The District will not finance the cost of transporting or placing the excavated material on the assessable land within the District.

In addition to the above stormwater funding, the District will also fund the infrastructure related to the stormwater conveyance system including the clearing, excavation and the portion of embankment necessary to create stormwater facilities that provide beneficial use to the District, as well as the necessary stormwater piping in the collection and transmission systems. The District will maintain ownership of the stormwater management system within the Development and will also be responsible for the operation and maintenance. Unlike other neighborhood improvements, the District will own and operate the entire stormwater system in all Assessment Areas.

3.3.3 Utilities (Water, Sewer, Reclaimed)

The utilities within the District will consist of potable water and wastewater collection/transmission systems which will be designed and constructed in accordance with the appropriate Charlotte County Utilities and Florida Department of Environmental Protection Standards. The potable water and wastewater collection/transmission systems will be conveyed by the District to the Charlotte County Utilities for ownership, operation and maintenance after completion of construction.
The potable water facilities will consist of distribution mains of varying sizes with all required valves and fire hydrants. Connection to the existing County system will be located within the US-41 and El Jobean (SR 776) rights-of-way.

The wastewater facilities will consist of gravity collection mains flowing to multiple on-site lift stations, throughout the District. A manifolded force main system will then connect the lift stations to the existing Charlotte County force main systems in both the US 41 and El Jobean rights-of-way.

Reclaimed water will be provided to the District by Charlotte County Utilities with a single reclaimed water main connection in the El Jobean right-of-way. This transmission main will be part of the District CIP and will provide water to various areas of the District for irrigation. Water will be conveyed from the transmission line into District stormwater ponds and pumped out of the ponds via irrigation pumps and fed to individual properties within the District. The utility improvements within the neighborhood roadways will be financed by the District and dedicated to the County for ownership, operation and maintenance.

In addition to the utility improvements intended to be constructed by the District, a Capacity Fee is due at the time of issuance of each phase of development Utility Permit. The Capacity Fee is reimbursed by subsequent homebuilders at each building permit. It is intended that the District may finance the Utility Capacity reservations from “A-2 Bonds”. Any distribution fee credits will be handled pursuant to a separate agreement between the District and the applicable developer.

### 3.3.4 Hardscape/Landscaping/Irrigation/Lighting

Landscaping will be provided in the rights-of-way, perimeter buffers, all common areas and District entrances. Landscaping will consist of sod, shrubs, ground cover, trees and irrigation heads directly providing irrigation coverage to the landscaped areas. Irrigation being funded by the District will consist of the wells, pumps and lines installed to provide irrigation to the common areas only. Also included in this category are hardscape features such as subdivision entry monuments. Existing vegetation will be utilized for landscaping where possible.

### 3.3.5 Street Lights/Undergrounding of Electrical Utility Lines

The CIP also includes the undergrounding of electrical utility lines within right-of-way utility easements throughout the community. The District lies within the area served by Florida Power and Light for electrical power, and any lines and transformers would be owned by FPL and not paid for by the District.

The District may elect to purchase, install and maintain street lights. If so, the District would finance such purchase and installation as part of the District’s CIP. Alternatively, the District may elect to lease street lights through an agreement.
with FPL, in which case the District would fund the street lights through and annual operations and maintenance assessment.

3.3.5 Amenity Parks

The District may elect to construct amenity parks within Assessment Areas 1 and 2/3. The parks, and the appurtenances associated with the parks such as benches, trails, structures, playgrounds, etc. would be financed through the District. The District would own, maintain and operate the park areas funded as part of the CIP. The Assessment Area developers may elect to fund the construction of their own private parks in lieu of, or in addition to, any parks financed by the District.

3.3.6 Professional Services

The professional services for design and construction of all components within the District consist of engineering the stormwater management system, utilities and roadways as well as soils investigation and testing, landscaping design, environmental consultation, construction services for inspection of infrastructure during construction and other professional fees necessary for the design and implementation of the District infrastructure.

The costs do not include the legal, administrative, financing, operation or maintenance services necessary to finance, construct and operate the District infrastructure.

In addition to the above professional services funding, the District will also reimburse the costs of the professional services that were performed prior to the establishment of the District that provided the means to develop improvements comprising the CIP. These services include, but are not limited to, soil exploration, water management permitting, master utility permitting and design, environmental permitting, etc.

These costs also include permitting fees for construction of required District infrastructure, bonding for these facilities and construction inspection services.

3.4 OPERATIONS AND MAINTENANCE SERVICES

As noted above, the Master Improvements benefit each Assessment Area on a relative acreage basis, and thus it follows that operations and maintenance services for the Master Improvements (e.g., the maintenance of improvements within the collector roads and other master right-of-way areas and buffers) would also benefit each Assessment Area on a relative acreage basis. Along those lines, Neighborhood Improvements are geographically located within specific Assessment Areas and thus it is our opinion that the Neighborhood Improvements for a specific Assessment Area – and the services involved in operating and maintaining those Neighborhood Improvements – benefit the
applicable Assessment Area. That said, if a particular service (e.g., aquatics maintenance of the stormwater system or maintenance of preserves) is more efficiently conducted under a single service contract across the Assessment Areas, then it is our view that the benefit from those services may be attributed to each Assessment Area on a relative acreage basis.

4. **OPINION OF PROBABLE CONSTRUCTION COSTS**

Table 3, below, presents the Opinion of Probable Cost for the CIP to include all proposed infrastructure within the District boundary as well as the necessary offsite improvements, professional fees and a Contingency.

It is my professional opinion that these costs are reasonable for the quality of work desired.

**TABLE 3**

Summary of Opinion of Total Probable Cost

<table>
<thead>
<tr>
<th>Improvement Description</th>
<th>Assessment Area 1</th>
<th>Assessment Area 2/3</th>
<th>Assessment Area 4**</th>
<th>Total Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shared Offsite Improvements****</td>
<td>$215,000</td>
<td>$459,000</td>
<td>$76,000</td>
<td>$750,000</td>
</tr>
<tr>
<td>Neighborhood Roadways</td>
<td>$2,000,000</td>
<td>$3,500,000</td>
<td>0</td>
<td>$5,500,000</td>
</tr>
<tr>
<td>Stormwater Management</td>
<td>$3,750,000</td>
<td>$4,050,000</td>
<td>0</td>
<td>$7,800,000</td>
</tr>
<tr>
<td>Utilities (Water, Sewer, Reclaimed)</td>
<td>$5,650,000</td>
<td>$7,150,000</td>
<td>0</td>
<td>$12,800,000</td>
</tr>
<tr>
<td>Hardscape/Landscape/Irrigation/Lighting</td>
<td>$1,050,000</td>
<td>$1,550,000</td>
<td>0</td>
<td>$2,600,000</td>
</tr>
<tr>
<td>Streetlights/Underground Electric</td>
<td>$400,000</td>
<td>$600,000</td>
<td>0</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Amenity (Parks)</td>
<td>$400,000</td>
<td>$800,000</td>
<td>0</td>
<td>$1,200,000</td>
</tr>
<tr>
<td>Professional Services</td>
<td>$825,000</td>
<td>$1,375,000</td>
<td>0</td>
<td>$2,200,000</td>
</tr>
<tr>
<td>Contingency</td>
<td>$1,350,000</td>
<td>$1,850,000</td>
<td>0</td>
<td>$3,200,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$15,640,000</strong></td>
<td><strong>$21,334,000</strong></td>
<td><strong>$76,000</strong></td>
<td><strong>$37,050,000</strong></td>
</tr>
</tbody>
</table>

* The probable costs estimated herein do not include anticipated carrying cost, interest, reserves or other anticipated CDD expenditures that may be incurred.
* No Public Infrastructure Improvements that are part of the Murdock Village Development Agreement are included within this estimate.
* Utilities Costs include Prepaid Utility Line Fees
** The Shared Offsite Improvements attributable to Assessment Area 4 will not be funded by the District, but instead will be contributed at no cost to the District pursuant to a separate agreement between the District and certain of the land developers. All Assessment Area 4 Neighborhood Improvements will be funded by the Assessment Area 4 Developer pursuant to an agreement with the District.
*** Unlike the cost estimates shown for Shared Offsite Improvements, which are Master Costs and divided among the assessment areas based on relative acreage, the cost estimates for all other improvements listed, which are all Neighborhood Improvements, are based on construction cost estimates based on the number of planned units.

****The cost allocation for the Shared Offsite Improvements is based on a relative acreage as amongst the planned assessment areas. For example, Assessment Area 1 is allocated 28.67% of the costs based on 120.85 acres / 421.5 total acres in the assessment areas. See Table 1A above for the relative acreages of the assessment areas.

5. Permits

The following is a listing of permits required for the development of the District’s CIP:

- Charlotte County Preliminary Plat Approval (Approval in-hand for the PII improvements, pending for remaining District CIP and expected in early 2020)
- Charlotte County Construction Plan Approval (Approval in-hand for the PII improvements, pending for remaining District CIP and expected in early 2020)
- Southwest Florida Water Management District Environmental Resource Permit (Approval in Hand for Master Drainage System serving the District, while a modification is pending to revise pond and conveyance per new land plan and is expected in early 2020)
- FDEP Potable Water Distribution Permit (Expected late 2019)
- FDEP Wastewater Collection Permit (Expected late 2019)
- NPDES Notice of Intent (issued for PII improvements, modified or additional NPDES permits expected in early 2020 as other necessary development approvals are granted)

Local zoning approvals have been obtained through Charlotte County, in the form of Zoning Ordinance DRC-17-00060.

It is our opinion that there are no technical reasons existing at this time which would prohibit the implementation of the plans for the District as presented herein and that all permits/approvals not heretofore issued and which are necessary to effect the improvements described herein will be obtained during the ordinary course of development.

It is also our opinion that the estimated cost of the public infrastructure set forth herein to be paid by the District is not greater than the lesser of the actual cost or fair market value of such infrastructure. Further we are of the opinion that the assessable property within the District will receive a special benefit that is at the least equal to such costs. Note that, during development
and implementation of the CIP, it may be necessary to make modifications and/or deviations from the District’s current plans, and the District expressly reserves the right to do so.

Matthew J. Morris, P.E.
FL License No. 68434
DESCRIPTION Sketch
(Not A Survey)

DESCRIPTION: A parcel of land lying in Section 11, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 11, run thence along the East boundary thereof, N.00°29'33"W., a distance of 273.78 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.59°10'05"W., a distance of 408.28 feet; thence departing said Northerly right of way, N.15°49'23"E., a distance of 537.95 feet to the POINT OF BEGINNING; thence N.69°10'05"W., a distance of 338.25 feet; thence N.70°34'29"W., a distance of 796.84 feet; thence Northerly, 186.35 feet along the arc of a non-tangent curve to the left having a radius of 540.00 feet and a central angle of 19°46'22" (chord bearing N.09°32'20"E., 185.43 feet); thence N.00°20'51"W., a distance of 2504.94 feet to a point on the North boundary of NORTH CHARLOTTE REGIONAL PARK; thence along said North boundary, S.89°27'00"E., a distance of 1230.97 feet; thence departing said North boundary, S.00°30'25"E., a distance of 2002.10 feet; thence Southerly, 74.84 feet along the arc of a tangent curve to the right having a radius of 400.00 feet and a central angle of 10°43'12" (chord bearing S.04°51'11"W., 74.73 feet); thence S.10°12'47"W., a distance of 775.34 feet; thence S.15°49'23"W., a distance of 112.54 feet to the POINT OF BEGINNING.

Containing 79.75 acres, more or less.

NOTES:
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida.

SEE SHEET NO. 2 FOR SKETCH & LINE & CURVE TABLES.
DESCRIPTION SKETCH

(NOT A SURVEY)

ASSESSMENT AREA 1A
(AREA = 79.75 ACRES ±)

LINE DATA TABLE

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<th>BEARING</th>
<th>LENGTH</th>
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<tbody>
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<td>N 88°49'17&quot; W</td>
<td>338.25'</td>
</tr>
<tr>
<td>L2</td>
<td>S 15°49'23&quot; W</td>
<td>112.64'</td>
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CURVE DATA TABLE

<table>
<thead>
<tr>
<th>NO.</th>
<th>RADIUS</th>
<th>DELTA</th>
<th>ARC</th>
<th>CHORD</th>
<th>BEARING</th>
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</thead>
<tbody>
<tr>
<td>C1</td>
<td>540.00'</td>
<td>19°46'22&quot;</td>
<td>186.35'</td>
<td>185.43'</td>
<td>N 09°32'20&quot; E</td>
</tr>
<tr>
<td>C2</td>
<td>400.00'</td>
<td>10°43'12&quot;</td>
<td>74.84'</td>
<td>74.73'</td>
<td>S 04°51'11&quot; W</td>
</tr>
</tbody>
</table>

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768
GeoPoint Surveying, Inc.
DESCRIPTION: A parcel of land lying in Sections 11 & 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of said Section 11, thence S.00°03'46"E., a distance of 49.91 feet to the POINT OF BEGINNING; thence N.89°31'55"W., a distance of 1075.72 feet; thence N.37°54'22"E., a distance of 1282.30 feet; thence N.54°15'14"E., a distance of 277.04 feet; thence Easterly, 149.80 feet along the arc of a non-tangent curve to the left having a radius of 440.00 feet and a central angle of 019°30'23" (chord bearing N.85°13'38"E., 149.08 feet); thence N.75°28'27"E., a distance of 115.58 feet; thence Easterly, 121.01 feet along the arc of a tangent curve to the right having a radius of 480.00 feet and a central angle of 15°04'22" (chord bearing N.83°00'38"E., 120.66 feet); thence S.89°27'11"E., a distance of 970.43 feet; thence Southeasterly, 38.88 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 89°06'21" (chord bearing S.44°54'01"E., 35.08 feet); thence S.00°02'51"E., a distance of 75.94 feet; thence Southwesterly, 477.43 feet along the arc of a tangent curve to the left having a radius of 58.46'55" (chord bearing S.29°43'43"W., 530.03 feet); thence N.89°31'55"W., a distance of 368.60 feet to the POINT OF BEGINNING.

Containing 41.10 acres, more or less.

NOTES:
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.68°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES
Description Sketch
(Not A Survey)

ASSESSMENT AREA 1B
(AREA = 41.10 ACRES. ±)

CURVE DATA TABLE

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<th>CHORD</th>
<th>BEARING</th>
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</thead>
<tbody>
<tr>
<td>C1</td>
<td>440.00'</td>
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<tr>
<td>C5</td>
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<td>554.01'</td>
<td>530.03'</td>
<td>S 29'43'43&quot; W</td>
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LINE DATA TABLE

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<tr>
<td>L4</td>
<td>N 75°28'27&quot; E</td>
<td>115.58'</td>
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<tr>
<td>L5</td>
<td>S 00°20'51&quot; E</td>
<td>75.94'</td>
</tr>
<tr>
<td>L6</td>
<td>N 89°31'55&quot; W</td>
<td>368.60'</td>
</tr>
</tbody>
</table>

NOTE:
SEE SHEET NO. 1 FOR LEGAL DESCRIPTION
DESCRIPTION Sketch
(Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 10, 11, and 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 11, run thence along the West boundary thereof, N.00°04'54"E., a distance of 1351.21 feet to the POINT OF BEGINNING; thence N.89°51'49"W., a distance of 833.89 feet to a point on the Easterly vacated right-of-way of line of CRESTWOOD WATERWAY, thence along said Easterly vacated right-of-way line the following two (2) courses: 1) N.28°21'55"E., a distance of 2514.94 feet; 2) N.28°21'55"E., a distance of 1312.19 feet; thence departing said Easterly vacated right-of-way, S.61°38'05"E., a distance of 425.01 feet; thence N.28°21'55"E., a distance of 617.50 feet to a point on the South right-of-way line of FRANKLIN AVENUE, as dedicated per PORT CHARLOTTE SUBDIVISION, SECTION THIRTY FIVE, as recorded in Plat Book 5, Page 39, of the Public Records of Charlotte County, Florida; thence along said South right-of-way line the following two (2) courses: 1) Easterly, 740.64 feet along the arc of a non-tangent curve to the left having a radius of 3241.11 feet and a central angle of 13°05'34" (chord bearing S.82°39'25"E., 739.02 feet); 2) S.89°12'12"E., a distance of 1537.34 feet; thence departing said South right-of-way line, Southeasterly, 38.77 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 91°03'53" (chord bearing S.45°11'06"W., 35.68 feet); thence N.89°16'58"W., a distance of 1165.47 feet; thence N.89°16'58"W., a distance of 114.24 feet to a point on the West boundary of NORTH CHARLOTTE REGIONAL PARK; thence along said West boundary, S.00°20'37"E., a distance of 2833.15 feet; thence departing said West boundary, S.00°20'37"E., a distance of 166.31 feet; thence Westerly, 40.37 feet along the arc of a non-tangent curve to the right having a radius of 440.00 feet and a central angle of 05°15'23" (chord bearing N.87°38'52"W., 40.35 feet); thence S.54°15'14"W., a distance of 277.04 feet; thence S.37°54'22"W., a distance of 1282.30 feet; thence N.89°31'55"W., a distance of 268.84 feet; thence N.00°03'10"W., a distance of 1398.83 feet; thence N.89°25'56"W., a distance of 1341.43 feet to the POINT OF BEGINNING.

Containing 258.05 acres, more or less.

NOTES:
1) The Bearings shown hereon are based on the West boundary of the Southwest 1/4 of Section 11, Township 40 South, Range 21 East, having a Grid bearing of N.00°04'54"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH
SEE SHEET NO. 3 FOR LINE & CURVE TABLES
Description Sketch
(Not A Survey)

ASSESSMENT AREA 2/3
(Area = 258.05 Acres ±)

NOTE:
SEE SHEET NO. 1 FOR LEGAL DESCRIPTION
SEE SHEET NO. 3 FOR LINE & CURVE TABLES

GeoPoint Surveying, Inc.
213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

FILE PATH: P:\WEST PORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-2-3-DS.DWG  LAST SAVED BY: EHYATT
### Description Sketch
(Not A Survey)

#### LINE DATA TABLE

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<th>NO.</th>
<th>BEARING</th>
<th>LENGTH</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>L2</td>
<td>N 89°51'49'' W</td>
<td>833.89'</td>
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<tr>
<td>L3</td>
<td>N 28°21'55'' E</td>
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<td>L4</td>
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<td>1312.19'</td>
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<td>L7</td>
<td>S 89°12'12'' E</td>
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<td>L8</td>
<td>S 00°20'51'' E</td>
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<td>L9</td>
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<td>L12</td>
<td>S 00°20'37'' E</td>
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<tr>
<td>L13</td>
<td>S 54°15'14'' W</td>
<td>277.04'</td>
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<tr>
<td>L14</td>
<td>S 37°54'22'' W</td>
<td>1282.30'</td>
</tr>
<tr>
<td>L15</td>
<td>N 89°31'55'' W</td>
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</tr>
<tr>
<td>L16</td>
<td>N 00°03'10'' W</td>
<td>1398.83'</td>
</tr>
<tr>
<td>L17</td>
<td>N 89°25'56'' W</td>
<td>1341.43'</td>
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#### CURVE DATA TABLE

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<tr>
<th>NO.</th>
<th>RADIUS</th>
<th>DELTA</th>
<th>ARC</th>
<th>CHORD</th>
<th>BEARING</th>
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<tr>
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<td>740.64'</td>
<td>739.02'</td>
<td>S 82°39'25'' E</td>
</tr>
<tr>
<td>C2</td>
<td>25.00'</td>
<td>88°51'21''</td>
<td>38.77'</td>
<td>35.00'</td>
<td>S 44°46'31'' E</td>
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<td>C4</td>
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<td>5°15'23''</td>
<td>40.37'</td>
<td>40.35'</td>
<td>N 87°38'52'' W</td>
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</tbody>
</table>

**NOTE:**

SEE SHEET NO. 1 FOR LEGAL DESCRIPTION
SEE SHEET NO. 2 FOR SKETCH

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint Surveying, Inc.
DESCRIPTION: A parcel of land lying in Sections 11 and 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 11, run thence along the East boundary thereof, N.00°29'33"W., a distance of 273.78 feet to a point on the Northerly right-of-way of STATE ROAD 776, thence along said Northerly right-of-way, S.69°10'05"W., a distance of 408.28 feet to the POINT OF BEGINNING; thence continue along said North right of way, S.69°10'05"W., a distance of 1936.31 feet; thence departing said Northerly right-of-way, N.60°49'55"W., a distance of 19.28 feet; thence N.10°45'32"W., a distance of 76.10 feet; thence Northerly, 88.14 feet along the arc of a tangent curve to the right having a radius of 450.00 feet and a central angle of 11°13'21" (chord bearing N.05°13'15"W., 88.00 feet); thence N.00°23'26"E., a distance of 356.51 feet; thence N.89°31'55"W., a distance of 10.00 feet; thence Northeasternly, 472.11 feet along the arc of a non-tangent curve to the right having a radius of 460.00 feet and a central angle of 58°48'17" (chord bearing N.29°43'02"E., 451.66 feet); thence N.59°07'10"E., a distance of 533.04 feet; thence Northeasternly, 374.11 feet along the arc of a tangent curve to the left having a radius of 540.00 feet and a central angle of 39°41'39" (chord bearing N.30°16'21"E., 366.67 feet); thence S.70°34'29"E., a distance of 796.84 feet; thence S.88°49'17"E., a distance of 338.25 feet; thence S.15°49'23"W., a distance of 537.95 feet to the POINT OF BEGINNING.

Containing 37.16 acres, more or less.

NOTES:
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES
Description Sketch
(Not A Survey)

LINE DATA TABLE

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<thead>
<tr>
<th>NO</th>
<th>BEARING</th>
<th>LENGTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>L1</td>
<td>N 60°49'55&quot; W</td>
<td>19.26'</td>
</tr>
<tr>
<td>L2</td>
<td>N 10°49'55&quot; W</td>
<td>76.18'</td>
</tr>
<tr>
<td>L3</td>
<td>N 00°23'26&quot; E</td>
<td>356.51'</td>
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<td>L4</td>
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<td>10.00'</td>
</tr>
<tr>
<td>L5</td>
<td>S 88°49'17&quot; E</td>
<td>338.25'</td>
</tr>
<tr>
<td>L6</td>
<td>S 15°49'23&quot; W</td>
<td>537.95'</td>
</tr>
</tbody>
</table>

BEARING LENGTH
N 60°49'55" W 19.26'
N 10°49'55" W 76.18'
N 00°23'26" E 356.51'
N 89°31'55" W 10.00'
S 88°49'17" E 338.25'
S 15°49'23" W 537.95'

ASSESSMENT AREA 4A
(AREA = 37.16 ACRES ±)

STATE ROAD '776
(200' PUBLIC RIGHT-OF-WAY)

NOTE:
SEE SHEET NO. 1 FOR LEGAL DESCRIPTION

FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-4A.DWG LAST SAVED BY: EHYATT

GeoPoint Surveying, Inc.
213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

02 of 02
DESCRIPTION: A parcel of land lying in Section 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of the Southeast 1/4 of said Section 11, thence S.00°03'46"E., a distance of 49.91 feet POINT OF BEGINNING; thence S.89°31'55"E., a distance of 358.60 feet; thence S.00°23'26"W., a distance of 356.65 feet; thence Southerly, 107.73 feet along the arc of a tangent curve to the left having a radius of 550.00 feet and a central angle of 11°13'21" (chord bearing S.05°13'15"E., 107.56 feet); thence S.10°49'55"E., a distance of 93.82 feet; thence S.29°10'05"W., a distance of 22.98 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.69°10'05"W., a distance of 403.69 feet; thence departing said Northerly right-of-way, N.00°23'26"E., a distance of 722.47 feet to the POINT OF BEGINNING.

Containing 5.44 acres, more or less

NOTES:
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES
Description Sketch
(Not A Survey)

NOTE:
SEE SHEET NO. 1 FOR LEGAL DESCRIPTION
SUPPLEMENTAL ENGINEER’S REPORT
FOR THE
WEST PORT
COMMUNITY DEVELOPMENT DISTRICT
(ASSESSMENT AREA ONE 2020 PROJECT)

PREPARED FOR:

BOARD OF SUPERVISORS
WEST PORT COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:

MORRIS
ENGINEERING & CONSULTING LLC
6997 Professional Parkway East, Suite B
Lakewood Ranch, Florida 34240
C.A. 28780
(941) 444-6644
www.morrisengineering.net

February 6, 2020
WEST PORT COMMUNITY DEVELOPMENT DISTRICT

SUPPLEMENTAL ENGINEER’S REPORT – ASSESSMENT AREA ONE 2020 PROJECT

1. INTRODUCTION

This report is being prepared as a supplement to the original District Engineer’s Report dated October 30, 2019 ("Original Engineer’s Report") for the West Port Community Development District ("District"), in order to provide for an Opinion of Probable Cost for the portion of the Assessment Area One Project to begin in 2020 ("The 2020 Project").

2. DISTRICT BOUNDARIES AND PROPERTIES SERVED

The Original Engineer’s Report accurately describes the District boundaries, as well as the Assessment Area One boundary. The 2020 Project will consist of the public infrastructure that is part of the District’s overall improvement plan ("CIP") serving Assessment Area One and is necessary for the development of the first 320 residential units within Assessment Area One, which is currently planned for 431 residential units in total. Here are the planned units associated with the 2020 Project:

<table>
<thead>
<tr>
<th>Pod</th>
<th>Product</th>
<th>Phase 1</th>
<th>Phase 2</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>50'</td>
<td>104</td>
<td>0</td>
<td>104</td>
</tr>
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<td>40'</td>
<td>42</td>
<td>67</td>
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<td>H</td>
<td>50'</td>
<td>40</td>
<td>67</td>
<td>107</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td>186</td>
<td>134</td>
<td>320</td>
</tr>
</tbody>
</table>

Note that the existing infrastructure within the District is correctly described within Section 2.3 of the Original Engineer’s Report.

3. PROPOSED DISTRICT CAPITAL IMPROVEMENT PLAN

As noted in the Original Engineer’s Report, the Assessment Area One Project, and the 2020 Project (which is a part of the Assessment Area One Project), is part of the overall CIP. Such infrastructure will consist of: Shared Offsite Improvements, Roadways, Stormwater Management, Utilities, Irrigation, Landscaping, Undergrounding of Conduit, Amenities and Professional Services. The Shared Offsite Improvements benefit lands both within and outside Assessment Area One, but the balance of the improvements function as a system of improvements within Assessment Area One, benefitting all lands within Assessment Area One.
There are no proposed changes relative to the proposed capital improvement plan as described in Section 3 of the Original Engineer’s Report.

4. **OPINION OF PROBABLE CONSTRUCTION COSTS**

The opinion of probable costs presented in Table 3 of the Original Engineer’s Report is factually accurate. More specifically, the work included within the 2020 Project, and the costs associated with that work is a portion of the Assessment Area One costs outlined in Table 3 of the Original Engineer’s Report. The cost to construct the 2020 Project will not cause a change in the overall Assessment Area One Costs as outlined in the Original Engineer’s Report, and are enumerated in Table 2, below.

It is our professional opinion that the costs set forth in Table 2 are reasonable and consistent with market pricing, both for the 2020 Project.

**TABLE 2**

Table 2 represents the total cost of the District’s CIP per the Original Engineer’s Report.

<table>
<thead>
<tr>
<th>Facility Description</th>
<th>ASSESSMENT AREA 1 TOTAL COST</th>
<th>2020 Project Cost (320 lots)</th>
<th>Remainder of AA 1 Costs (111 lots)</th>
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</thead>
<tbody>
<tr>
<td>Shared Offsite Improvements**</td>
<td>$215,000</td>
<td>$159,628</td>
<td>$55,372</td>
</tr>
<tr>
<td>Roadways</td>
<td>$2,000,000</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
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<tr>
<td>Stormwater Management</td>
<td>$3,750,000</td>
<td>$2,250,000</td>
<td>$1,500,000</td>
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<tr>
<td>Utilities (Water and Sewer)***</td>
<td>$4,650,000</td>
<td>$2,650,000</td>
<td>$2,000,000</td>
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<tr>
<td>Hardscape/Landscaping/ Irrigation/Lighting</td>
<td>$1,050,000</td>
<td>$525,000</td>
<td>$525,000</td>
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<tr>
<td>Streetlights/Underground</td>
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<td>$200,000</td>
<td>$200,000</td>
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<tr>
<td>Electric Amenity</td>
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<td>$300,000</td>
<td>$100,000</td>
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<tr>
<td>Professional Services</td>
<td>$825,000</td>
<td>$525,000</td>
<td>$300,000</td>
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<tr>
<td>Contingency (10%)</td>
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<td>$540,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$14,640,000</strong></td>
<td><strong>$8,419,628</strong></td>
<td><strong>$6,220,372</strong></td>
</tr>
</tbody>
</table>

* The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.

** Portions of the items noted represent “master costs” that benefit all lands within the District and, accordingly, a portion of such costs are allocated to future phases of the overall CIP. All other items for the Assessment Area One 2020 Project are allocable only to Assessment Area One.

*** The Utilities Costs have been reduced as the District will no longer be funding the Utility Connection Fees as part of the 2020 Project.
5. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the 2020 Project are currently under review by respective governmental authorities, and are anticipated to be obtained in due course.

It is our opinion that: (1) the estimated cost to the public infrastructure set forth herein to be paid by the District is not greater than the lesser of the actual cost or fair market value of such infrastructure; (2) that the 2020 Project is feasible; and (3) that the assessable property within 2020 Project Area will receive a special benefit from the 2020 Project that is at least equal to such costs. Note that, during development and implementation of the 2020 Project, it may be necessary to make modifications and/or deviations from the District’s plans, and the District expressly reserves the right to do so.

Matthew J. Morris, P.E.
FL License No. 68434

Date
DESCRIPTION: A parcel of land lying in Section 11, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 11, run thence along the East boundary thereof, N.00°29'33"W., a distance of 273.78 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.66°10'05"W., a distance of 408.28 feet; thence departing said Northerly right of way, N.15°49'23"E., a distance of 537.95 feet to the POINT OF BEGINNING; thence N.88°49'17"W., a distance of 338.25 feet; thence N.70°34'26"W., a distance of 796.84 feet; thence Northerly, 186.35 feet along the arc of a non-tangent curve to the left having a radius of 540.00 feet and a central angle of 19°46'22" (chord bearing N.09°32'20"E., 185.43 feet); thence N.00°20'51"W., a distance of 2504.94 feet to a point on the North boundary of NORTH CHARLOTTE REGIONAL PARK; thence along said North boundary, S.38°27'00"E., a distance of 1230.97 feet; thence departing said North boundary, S.00°30'25"E., a distance of 2002.10 feet; thence Southerly, 74.84 feet along the arc of a tangent curve to the right having a radius of 400.00 feet and a central angle of 10°43'12" (chord bearing S.04°51'11"W., 74.73 feet); thence S.10°12'47"W., a distance of 775.34 feet; thence S.15°49'23"W., a distance of 112.64 feet to the POINT OF BEGINNING.

Containing 79.75 acres, more or less.

NOTES:
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.89°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE & CURVE TABLES
Description Sketch
(Not A Survey)

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<thead>
<tr>
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<th>BEARING</th>
<th>LENGTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>L1</td>
<td>N 88°49'17&quot; W</td>
<td>338.25'</td>
</tr>
<tr>
<td>L2</td>
<td>S 15°49'23&quot; W</td>
<td>112.64'</td>
</tr>
</tbody>
</table>

CURVE DATA TABLE

<table>
<thead>
<tr>
<th>NO.</th>
<th>RADIUS</th>
<th>DELTA</th>
<th>ARC</th>
<th>CHORD</th>
<th>BEARING</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>540.00'</td>
<td>19'46&quot;22&quot;</td>
<td>186.35'</td>
<td>185.43'</td>
<td>N 09°32'20&quot; E</td>
</tr>
<tr>
<td>C2</td>
<td>400.00'</td>
<td>10'43&quot;12&quot;</td>
<td>74.84'</td>
<td>74.75'</td>
<td>S 04°51'11&quot; W</td>
</tr>
</tbody>
</table>

NOTE:
SEE SHEET NO. 1 FOR LEGAL DESCRIPTION
DESCRIPTION: A parcel of land lying in Sections 11 & 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of said Section 11, thence S.00°03'46"E., a distance of 49.81 feet to the POINT OF BEGINNING; thence N.89°31'55"W., a distance of 1075.72 feet; thence N.37°54'22"E., a distance of 1282.30 feet; thence N.54°16'14"E., a distance of 277.04 feet; thence Easterly, 149.80 feet along the arc of a non-tangent curve to the left having a radius of 440.00 feet and a central angle of 019°30'23" (chord bearing N.85°13'38"E., 149.08 feet); thence N.75°28'27"E., a distance of 115.56 feet; thence Easterly, 121.01 feet along the arc of a tangent curve to the right having a radius of 480.00 feet and a central angle of 15°04'22" (chord bearing N.83°00'38"E., 120.86 feet); thence S.89°27'11"E., a distance of 970.43 feet; thence Southeasterly, 38.88 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 89°06'21" (chord bearing S.44°54'01"E., 35.06 feet); thence S.00°20'51"E., a distance of 75.94 feet; thence Southwesterly, 477.43 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 59°28'21" (chord bearing S.23°10'00"W., 456.29 feet); thence S.59°07'10"W., a distance of 533.04 feet; thence Southwesterly, 554.01 feet along the arc of a tangent curve to the left having a radius of 540.00 feet and a central angle of 58°48'55" (chord bearing S.28°43'43"W., 530.03 feet); thence N.89°31'55"W., a distance of 368.60 feet to the POINT OF BEGINNING.

Containing 41.10 acres, more or less.

NOTES:
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.89°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES
ASSESSMENT AREA 1B
(AREA = 41.10 ACRES ±)

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF
THE SOUTHWEST 1/4 OF
SECTION 11

POINT OF BEGINNING
CURVE DATA TABLE

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<td>149.80'</td>
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<td>554.01'</td>
<td>530.03'</td>
<td>S 29°43'43&quot; W</td>
</tr>
</tbody>
</table>

NOTE:
SEE SHEET NO. 1 FOR LEGAL DESCRIPTION

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: 13 7768

GeoPoint Surveying, Inc.
APPENDIX D
ASSESSMENT METHODOLOGY
West Port
COMMUNITY DEVELOPMENT DISTRICT

Master
Special Assessment
Methodology Report

October 30, 2019

Provided by:

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com
Table of Contents

1.0 Introduction
  1.1 Purpose ........................................................................................................ 1
  1.2 Scope of the Report .................................................................................... 1
  1.3 Special Benefits and General Benefits ....................................................... 1
  1.4 Organization of the Report ....................................................................... 2

2.0 Development Program
  2.1 Overview .................................................................................................. 2
  2.2 The Development Program ..................................................................... 3

3.0 The Capital Improvement Plan
  3.1 Overview .................................................................................................. 3
  3.2 Capital Improvement Plan ........................................................................ 3

4.0 Financing Program
  4.1 Overview .................................................................................................. 4
  4.2 Types of Bonds Proposed ......................................................................... 5

5.0 Assessment Methodology
  5.1 Overview .................................................................................................. 5
  5.2 Benefit Allocation ...................................................................................... 6
  5.3 Assigning Bond Assessment ..................................................................... 8
  5.4 Lienability Test: Special and Peculiar Benefit to the Property ................. 9
  5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay 9
  5.6 True-Up Mechanism .............................................................................. 10
  5.7 Preliminary Assessment Roll ................................................................. 12

6.0 Additional Stipulations
  6.1 Overview .................................................................................................. 12

7.0 Appendix
  Table 1 ........................................................................................................... 13
  Table 2 .......................................................................................................... 13
  Table 3 .......................................................................................................... 14
  Table 4 .......................................................................................................... 15
  Table 5 .......................................................................................................... 16
1.0 Introduction

1.1 Purpose

This Master Special Assessment Methodology Report (the “Report”) was developed to provide a master financing plan and a master special assessment methodology for the West Port Community Development District (the “District”), located in unincorporated Charlotte County, Florida, as related to funding by the District of a portion of the costs of public infrastructure improvements (the “Capital Improvement Plan”) contemplated to be provided by the District.

Specifically, this Report provides a methodology for allocating special assessments to the three separate component parts of the District, each known as Assessment Area 1 (the “Assessment Area 1”), Assessment Area 2/3 (the “Assessment Area 2/3”), and Assessment Area 4 (the “Assessment Area 4”).

Pursuant to that certain Development & Contribution Agreement (Assessment Area 4) (“Development & Contribution Agreement”) entered into among the District, the Area 4 Developer and the Area 1 Developer (each defined herein), the developer for Assessment Area 4 (the “Area 4 Developer”) will fund all Neighborhood Improvements (to be defined further herein) for Assessment Area 4 and the developer for Assessment Area 1 (the “Area 1 Developer”) will provide a contribution on behalf of Area 4 Developer to essentially “prepay” or “offset” the levy of Bond Assessments on Assessment Area 4 for Master Improvements (to be defined further herein). Accordingly, and as described in this Report, Assessment Area 4 will not be required to pay any debt assessments as part of this master assessment levy process.

1.2 Scope of the Report

This Report presents the projections for financing a portion of the District’s Capital Improvement Plan described in the Engineer’s Report (the “Engineer’s Report”) prepared by Morris Engineering and Consulting LLC (the “District Engineer”) dated October 30, 2019, and describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the Capital Improvement Plan.

1.3 Special Benefits and General Benefits

Improvements undertaken and funded by the District as part of the Capital Improvement Plan create special and peculiar benefits, different in kind and degree than general benefits, for properties within the District, as well as general benefits for properties outside of the District, as well as to the public at large. However, as discussed within this Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District’s Capital Improvement Plan including the
prepayment by way of a contribution by the Area 1 Developer of debt assessment allocated to Assessment Area 4 (herein the “Area 4 Contribution”) enables properties within the District to be developed.

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

The Capital Improvement Plan will provide public infrastructure improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost and Area 4 Contribution of the individual components of the Capital Improvement Plan. Even though the exact value of the benefits provided by the Capital Improvement Plan is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Report

Section Two describes the development program as proposed by the developers for Assessment Area 1, Assessment Area 2/3 and Assessment Area 4.

Section Three provides a summary of the Capital Improvement Plan as determined by the District Engineer.

Section Four discusses the master financing program for the District.

Section Five introduces the master special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District will serve the West Port development (the "Development" or "West Port"), a master planned, mixed-use development located in unincorporated Charlotte County. The land within the District consists of approximately 434.67 +/- acres of land generally located between El Jobean (State Road 776) and US 41 east of Biscayne Drive.
2.2 The Development Program

As first described in Section 1.1, the development of West Port is projected to be conducted within three (3) separate geographical areas referred to as Assessment Area 1, Assessment Area 2/3 and Assessment Area 4. The development within the three (3) assessment areas will be conducted by at least three (3) separate landowners and developers, which along with the already mentioned herein Area 1 Developer and Area 4 Developer, will be referred to Area 2/3 Developer (the developer for Assessment Area 2/3). Ultimately, each Assessment Area may be developed by one or more developers, and each developer may develop one or more Assessment Areas. In connection with a particular bond issuance, each of the Assessment Areas may be further subdivided into additional, individual Assessment Areas, without further notice and/or hearing proceedings, but with the consent of the affected landowner and as stated in a supplemental assessment report.

Based upon the information provided by the various developers within the District as provided in the Engineer’s Report, the current development plan for the District envisions a total of 1,103 residential single-family units, 590 residential multi-family units, and 12.14 acres of commercial uses, although land use types and unit numbers may change throughout the development period. Table 1 in the Appendix illustrates the development plan for the District while Exhibit A illustrates the boundaries and location of all assessment areas.

3.0 The Capital Improvement Plan

3.1 Overview

The public infrastructure costs to be funded by the District and the public infrastructure constituting the Area 4 Contribution are described by the District Engineer in the Engineer’s Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes, and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 Capital Improvement Plan

The Capital Improvement Plan needed to serve the District is projected to consist of three (3) separate projects, with each project serving the infrastructure needs of each of the three (3) assessment areas within the District. Further, the Capital Improvement Plan includes improvements that are projected to be shared between and benefit all four assessment areas and are described by the District as “Master Improvements”, as well as improvements that are projected to be unique to each assessment area, and consequently benefit only that particular assessment area, referred to as “Neighborhood Improvements”.

3
The Master Improvements funded or contributed by the Area 1 Developer as part of the Capital Improvement Plan are projected to include shared off-site transportation improvements, which as described in the Engineer’s Report will consist of the left and right turn lanes at both access connection points to US 41 and at the access connection point on El Jobean, and related work product. These off-site improvements are projected to be funded by the District with the exception of the Master Improvements attributable to Assessment Area 4, which will be contributed to the District by the Area 1 Developer on behalf of the Area 4 Developer. The Master Improvements also include certain collector roads (along with some water, sewer, irrigation, hardscape, landscaping, and lighting), which upon completion will be turned over to Charlotte County. The collector roads will be funded by the Area 1 Developer and as such are not included in the cost estimates for the Capital Improvement Plan. (Notably, the District may own and operate the hardscaping, landscaping and lighting within the collector roads pursuant to an applicable County approval and thus may have operations and maintenance costs that would be assessed against all landowners within the District.)

The Neighborhood Improvements are projected to consist of neighborhood roadways, stormwater management, utilities (water, sewer, reclaimed water), hardscape/landscape/irrigation/lighting, streetlighting/underground electric, and amenity (parks). All Neighborhood Improvements for Assessment Area 4 will be funded by the Area 4 Developer, though the stormwater management improvements serving Assessment Area 4 will be turned over to the District after construction for ownership, operation and maintenance.

According to the District Engineer, the total cost of the Capital Improvement Plan will reach $37,050,000, with the total cost of the Master Improvements being $750,000 (including $76,000 as the Area 4 Contribution) and total cost of the Neighborhood Improvements being $36,300,000. Table 2 in the Appendix illustrates the specific components of the Capital Improvement Plan and their costs. Within each of the Assessment Area 1 and Assessment Area 2/3, the Neighborhood Improvements will comprise an interrelated system of improvements serving only those lands within the respective assessment area.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District, with the costs of the infrastructure in and for Assessment Areas 1 and 2/3 funded by the District through the issuance of long-term indebtedness, and costs of infrastructure in and for Assessment Area 4 funded privately by Area 4 Developer with respect to Neighborhood Improvements and Area 1 Developer with respect to the Area 4
Contribution in accordance with the Development & Contribution Agreement.

Even though the actual financing plan may change to include multiple series of bonds, it is likely that in order to fully fund the costs of the Capital Improvement Plan (after deducting for the Area 4 Contribution in the approximate amount of $76,000) as described in Section 3.2 in one financing transaction, the District would have to issue approximately $49,525,000 in par amount of special assessment bonds (the "Bonds").

Please note that the purpose of this Report is to allocate the benefit of the Capital Improvement Plan to the various land uses in the District and based on such benefit allocation to apportion the maximum debt necessary to fund the Capital Improvement Plan. The discussion of the structure and size of the indebtedness is based on various estimates and is subject to change.

4.2 Types of Bonds Proposed

The proposed master financing plan for the District provides for the issuance of the Bonds in the approximate principal amount of $49,525,000 to finance Capital Improvement Plan costs estimated at $36,974,000 together with associated costs of bonding. The Bonds as projected under this master financing plan (unless issued as A-2 bonds with no scheduled amortization) would be structured to be amortized in 30 annual installments following a 24-month capitalized interest period. Interest payments on the Bonds would be made every May 1 and November 1, and principal payments on the Bonds would be made every November 1.

In order to finance the improvement costs, the District would need to borrow funds and incur indebtedness in the total amount of $49,525,000. The amount in excess of $36,974,000 is comprised of debt service reserve, capitalized interest, and costs of issuance, including the underwriter's discount. Preliminary sources and uses of funding for the Bonds are presented in Table 3 in the Appendix.

Please note that the structure of the Bonds as presented in this Report is preliminary and may change due to changes in the development program, market conditions, timing of infrastructure installation as well as for other reasons. The District maintains complete flexibility as to the structure of the Bonds and reserves the right to modify it as necessary.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Bonds provides the District with funds which when combined with the Area 4 Contribution are necessary to construct/acquire
the infrastructure improvements which are part of the Capital Improvement Plan outlined in Section 3.2 and described in more detail by the District Engineer in the Engineer's Report. Thus, the Master Improvements lead to special and general benefits, with special benefits from Master Improvements accruing to properties within the boundaries of the District and general benefits accruing to areas outside of the District and being only incidental in nature. Similarly, the special benefits from Neighborhood Improvements for each assessment area accrue to properties within the boundaries of the respective Assessment Area 1 or Assessment Area 2/3 and general benefits from those Neighborhood Improvements accrue to areas within the District but outside of the boundaries of the applicable assessment areas, as well as areas outside of the District and being only incidental in nature. The debt incurred in financing the public infrastructure will be paid off by assessing properties that derive special and peculiar benefits from the Capital Improvement Plan. All properties that receive special benefits from the Capital Improvement Plan will be assessed for their fair share of the debt issued in order to finance the Capital Improvement Plan.

5.2 Benefit Allocation

The current development plan for the District envisions the development of a total of 1,103 residential single-family units, 590 residential multi-family units, and 12.14 acres of commercial uses, although unit numbers and land use types may change throughout the development period.

As noted above, the public infrastructure included in the Capital Improvement Plan consists of three (3) separate projects and the District will fund two (2) of these projects for Assessment Area 1 and Assessment Area 2/3 respectively.

The Master Improvements as noted above comprise an interrelated system of improvements benefitting all lands within the District. Stated differently, all of the land uses within the District will benefit from the Master Improvements. Based on the Engineer's Report, the benefit associated with the Master Improvements has been initially allocated to each of Assessment Area 1, Assessment Area 2/3 and Assessment Area 4 on a per acre basis, which roughly equates to the benefit provided to each Assessment Area from the Master Improvements. (Of course, as described herein, Assessment Area 4 is NOT subject to a debt assessment due to the Area 4 Contribution.) Within a particular assessment area, the Master Improvements are then allocated based on ERUs, as described below.

Within each of the Assessment Area 1 and Assessment Area 2/3, the Neighborhood Improvements will comprise an interrelated system of improvements, which means all of the improvements will serve the entire Assessment Area 1 and Assessment Area 2/3, respectively, and improvements within each assessment area will be interrelated such that they will reinforce one another and their combined benefit within each respective assessment area will be greater than the sum of their
individual benefits. All of the land uses within each respective assessment area will benefit from each Neighborhood Improvement categories, as the Neighborhood Improvements provide basic infrastructure to all land within each respective assessment area and benefit all land within each respective assessment area as an integrated system of improvements.

As stated previously, the Neighborhood Improvements for each assessment area included in the Capital Improvement Plan and financed with the proceeds of the Bonds have a logical connection to the special and peculiar benefits received by the land within each of the Assessment Area 1 and Assessment Area 2/3, as without such improvements, the development of the properties within Assessment Area 1 and Assessment Area 2/3 would not be possible. The Master Improvements, by contrast, benefit all developable lands within the District. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of, or the actual non-ad valorem assessment amount levied on that parcel.

The benefit associated with the Capital Improvement Plan of the District is proposed to be allocated within each assessment area to the residential units of varying product types in proportion to the density of development and intensity of use of infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the Appendix illustrates the ERU weights that are proposed to be assigned to the land uses contemplated to be developed within Assessment Area 1, Assessment Area 2/3 and Assessment Area 4 based on the relative density of development and the intensity of use of infrastructure, the total ERU counts for each land use category, and the share of the benefit received by each land use. Please note that this Report proposes to set the Residential Single-Family unit as the reference unit with an ERU weight of 1.00, Residential Multi-Family unit as a secondary unit with an ERU weight of 0.80, and an acre of Commercial uses as a tertiary unit with an ERU weight of 10.00.

The rationale behind different ERU weights is supported by the fact that generally and on average smaller units will use and benefit from the Capital Improvement Plan less than larger units, as for instance, generally and on average smaller units produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than larger units. Additionally, the value of larger units is likely to appreciate by more in terms of dollars than that of the smaller units as a result of the implementation of the Capital Improvement Plan. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable
approximation of the relative amount of benefit received from the Capital Improvement Plan.

Table 5 in the Appendix presents the apportionment of the assessment associated with the Bonds (the “Bond Assessment”) in accordance with the ERU benefit allocation method presented in Table 4, with total amounts of Bonds apportioned to Assessment Area 1 and Assessment Area 2/3 being in exact proportion to the particular assessment area’s total amount of costs funded with Bonds. Table 5 also presents the annual levels of the projected annual debt service assessments per unit.

Should the number of and sizes/types of properties change in the future, the District will apply the methodology described in this Section to calculate the resulting number of ERUs after the changes and evaluate the impact of such changes as described in Section 5.6.

5.3 Assigning Bond Assessment

As the land in the District is not yet platted for its intended final use and the precise location of the different products by lot or parcel is unknown, the Bond Assessment for Assessment Area 1 and Assessment Area 2/3 respectively will initially be levied on all of the land within Assessment Area 1 and Assessment Area 2/3 respectively on an equal pro-rata gross acre basis. For instance, the Bond Assessment for Assessment Area 1, $20,949,072.32 will be preliminarily levied on approximately 120.85 +/- gross acres in Assessment Area 1 at a rate of $173,347.72 per gross acre, while the Bond Assessment for Assessment Area 2/3, $28,575,927.68 will be preliminarily levied on approximately 258.05 +/- gross acres in Assessment Area 2/3 at a rate of $110,737.95 per gross acre. As noted above, and in connection with a particular bond issuance, the District may identify and establish one or more new assessment areas within one of the assessment areas identified herein, and such new assessment area(s) will receive a corresponding amount of the Bond Assessment established hereunder.

When the land is platted within a particular assessment area, Bond Assessment will be allocated to each platted residential parcel within that particular assessment area on a first-platted, first-assigned basis as reflected in Table 5 in the Appendix. Such allocation of Bond Assessment from unplatted gross acres will reduce the amount of Bond Assessment levied on unplatted gross acres within that particular assessment area.

Further, to the extent that any parcel of land which has not been platted is sold to another developer or builder, the Bond 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 Bond 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, improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The District's Neighborhood Improvements benefit assessable properties within Assessment Area 1 and Assessment Area 2/3 and accrue to all such assessable properties on an ERU basis. For the Master Improvements, the District Engineer has allocated their cost between all assessment areas in the District, while within each assessment area, they have been allocated to all assessable properties on an ERU basis.

Improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement are:
- added use of the property;
- added enjoyment of the property;
- decreased insurance premiums; and
- increased marketability and value of the property.

The improvements which are part of the Capital Improvement Plan make the land in the District developable and saleable and when implemented jointly as parts of the Capital Improvement Plan, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the Appendix.

The apportionment of the Bond Assessment is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in Section 5.2 across all assessable property within the Assessment Area 1 and Assessment Area 2/3 according to reasonable estimates of the special and peculiar benefits derived from the Capital Improvement Plan by different land uses.

Accordingly, no acre or parcel of property within the Assessment Area 1 and Assessment Area 2/3 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 developers prior to construction. As development occurs it is possible that the number of ERUs 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 Bond Assessment on a per ERU basis within Assessment Area 1 and Assessment Area 2/3 never exceeds the initially allocated assessment as contemplated in the adopted assessment methodology. Bond Assessment per ERU preliminarily equals $48,605.74 ($20,949,072.32 in Bond Assessment divided by 431.00 ERUs) for Assessment Area 1 and $31,610.54 ($28,575,927.68 in Bond Assessment divided by 904.00 ERUs) for Assessment Area 2/3 and may change based on the final bond sizing. If such changes occur, the Methodology is applied to the land based on the number of and type of units of particular land uses within each and every parcel as signified by the number of ERUs.

As the land in the Assessment Area 1 and Assessment Area 2/3 is platted, the Bond Assessment is assigned to platted parcels based on the figures in Table 5 in the Appendix. If as a result of platting, the Bond Assessment per ERU for land that remains unplatted remains equal to $48,605.74 if in Assessment Area 1 and $31,610.54 if in Assessment Area 2/3, then no true-up adjustment will be necessary.

If as a result of platting and apportionment of the Bond Assessment to the platted parcels within Assessment Area 1 and/or Assessment Area 2/3, the Bond Assessment per ERU for land that remains unplatted equals less than $48,605.74 if in Assessment Area 1 and $31,610.54 if in Assessment Area 2/3 (either as a result of a larger number of units, different units or both), then the per ERU Bond Assessment for all parcels within the assessment area affected will be lowered if that state persists at the conclusion of platting of all land within that assessment area.

If, in contrast, as a result of platting and apportionment of the Bond Assessment to the platted parcels within Assessment Area 1 and/or Assessment Area 2/3, the Bond Assessment per ERU for land that remains unplatted equals more than $48,605.74 if in Assessment Area 1 and $31,610.54 if in Assessment Area 2/3 (either as a result of a smaller number of units, different units or both), taking into account any future development plans for the unplatted lands – in the District’s reasonable discretion and to the extent such future development plans are feasible, consistent with existing entitlements and governmental requirements, and

---

1 For example, if the first platting in Assessment Area 1 includes 50 Residential Single-Family lots (which equates to 50.00 ERUs), then the remaining unplatted land within the Assessment Area 1 would be required to absorb 381.00 ERUs, or approximately $18,518,785.51 in debt. If the remaining unplatted land within Assessment Area 1 would only be able to absorb 375.00 ERUs, or approximately $18,227,151.09 in debt, then a true-up, payable by the owner of the land subject to the initial plat, would be due in the amount of approximately $291,634.42, calculated as 6.00 ERUs times $48,605.74 plus accrued interest.
reasonably expected to be implemented, then the difference in Bond Assessment plus accrued interest will be collected from the owner of the property which platting caused the increase of assessment per ERU to occur, in accordance with the assessment resolution and/or a true-up agreement to be entered into between the District and a developer for a particular assessment area, which will be binding on assignees.

The owner(s) of the property will be required to immediately remit to the Trustee for redemption a true-up payment equal to the difference between the actual Bond Assessment per ERU and $48,605.74 if in Assessment Area 1 and $31,610.54 if in Assessment Area 2/3, multiplied by the actual number of ERUs plus accrued interest to the next succeeding interest payment date on the 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 (or such other time as set forth in the supplemental indenture for the applicable series of Bonds secured by the Bond Assessment).

In addition to platting of property within the District, any planned sale of an unplatted parcel to another builder or developer will cause the District to initiate a true-up test as described above to test whether the amount of the Bond Assessment per ERU for land that remains unplatted within the District remains equal to $48,605.74 if in Assessment Area 1 and $31,610.54 if in Assessment Area 2/3. The test will be based upon the development rights as signified by the number of ERUs associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessment transferred at sale.

This master assessment allocation methodology report is intended to establish, without the need for a further public hearing, the necessary benefit and fair and reasonable allocation findings for master assessment liens upon each of Assessment Area 1 and Assessment Area 2/3. Such master liens imposed on Assessment Area 1 and Assessment Area 2/3 are separate and distinct from each other. Each master lien may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the project(s) referenced herein. All such liens shall be within the benefit limits established herein and using the allocation methodology described herein, and shall be described in one or more supplemental reports.

As set forth in any supplemental report, and for any particular bond issuance, and similar to the Area 4 Contribution, developers may opt to “buy down” the assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, and in order for assessments to reach certain target levels. Note that any “true-up,” as described herein, may require a payment to satisfy “true-up” obligations as well as additional contributions to maintain such target assessment levels. Any amounts contributed by the applicable developers to pay down assessments will not be eligible for “deferred
costs,” if any are provided for in connection with any particular bond issuance.

Note that, in the event that the Capital Improvement Plan is not completed, certain contributions are not made, multiple bond issuances are contemplated and not all are issued, or under certain other circumstances, the District may be required to reallocate the Bond Assessment for any particular assessment area.

5.7 Preliminary Assessment Roll

Bond Assessment of $49,525,000 is proposed to be levied over the areas described in Exhibit A. Excluding any capitalized interest period, debt service assessment shall be paid in no more than thirty (30) yearly 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 Plan. 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
### West Port Community Development District

#### Development Plan

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Unit of Measurement</th>
<th>Assessment Area 1</th>
<th>Assessment Area 2/3</th>
<th>Assessment Area 4</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Single-Family</td>
<td>Unit</td>
<td>431</td>
<td>672</td>
<td>0</td>
<td>1,103</td>
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<tr>
<td>Residential Multi-Family</td>
<td>Unit</td>
<td>0</td>
<td>290</td>
<td>300</td>
<td>590</td>
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<tr>
<td>Commercial</td>
<td>Acre</td>
<td>0</td>
<td>0</td>
<td>12.14</td>
<td>12.14</td>
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#### Capital Improvement Program

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<tr>
<th>Improvement</th>
<th>Assessment Area 1</th>
<th>Assessment Area 2/3</th>
<th>Assessment Area 4</th>
<th>Total</th>
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<td><strong>Master Improvements</strong></td>
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<tr>
<td>Shared Off-Site Improvements</td>
<td>$215,000</td>
<td>$459,000</td>
<td>$76,000</td>
<td>$750,000</td>
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<tr>
<td><strong>Neighborhood Improvements</strong></td>
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<td>Neighborhood Roadways</td>
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<td>Stormwater Management</td>
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<td>Utilities (Water, Sewer, Reclaimed)</td>
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<td>$7,150,000</td>
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<td>Hardscape/Landscape/Irrigation/Lighting</td>
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<td>Streetlighting/Underground Electric</td>
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<td>$1,850,000</td>
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<tr>
<td><strong>Total</strong></td>
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<td><strong>$21,334,000</strong></td>
<td><strong>$76,000</strong></td>
<td><strong>$37,050,000</strong></td>
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</table>

**Note:** Capital Improvement Plan includes Master Improvements that serve all three (3) Assessment Areas and Neighborhood Improvements that are specific to each Assessment Area. Master Improvements are off-site transportation improvements. Area 4 Developer will fund all Neighborhood Improvements for Assessment Area 4, while Area 1 Developer will provide contribution on behalf of Area 4 Developer to offset the levy of Assessments for Master Improvements.
### West Port
Community Development District

#### Preliminary Sources and Uses of Funds

**Sources**

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<td>Bond Proceeds:</td>
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<td>Par Amount</td>
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<td><strong>Total Sources</strong></td>
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**Uses**

<table>
<thead>
<tr>
<th>Description</th>
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<td>Project Fund Deposits:</td>
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<tr>
<td>Assessment Area 1</td>
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<tr>
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<td>Capitalized Interest Fund</td>
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<td>Costs of Issuance</td>
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<td>Rounding</td>
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<td><strong>Total Delivery Date Expenses</strong></td>
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| **Total Uses**               | **$49,525,000**|
### West Port Community Development District

#### Benefit Allocation

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<tr>
<th>Land Use</th>
<th>Number of Units/Acres</th>
<th>ERU Weight per Unit/Acre</th>
<th>Total ERU</th>
<th>Percent Share of Total</th>
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<tr>
<td><strong>Assessment Area 1</strong></td>
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</tr>
<tr>
<td>Residential Single-Family</td>
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<td>1.00</td>
<td>431.00</td>
<td>100.00%</td>
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<tr>
<td>Residential Multi-Family</td>
<td>0</td>
<td>0.80</td>
<td>0.00</td>
<td>0.00%</td>
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<tr>
<td><strong>Total Assessment Area 1</strong></td>
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<td></td>
<td>431</td>
<td>100.00%</td>
</tr>
<tr>
<td><strong>Assessment Area 2/3</strong></td>
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<tr>
<td>Residential Single-Family</td>
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<td>672.00</td>
<td>74.34%</td>
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<td><strong>Total Assessment Area 2/3</strong></td>
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<td>962</td>
<td>100.00%</td>
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<tr>
<td><strong>Assessment Area 4</strong></td>
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<tr>
<td>Residential Multi-Family</td>
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<td><strong>Total Assessment Area 4</strong></td>
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<td></td>
<td>361.40</td>
<td>100.00%</td>
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</table>

**Note:** Master Improvements that serve all three (3) Assessment Areas are allocated to such Assessment Areas on a gross acre basis. Assessment Area 1 acreage of 120.85 is divided by the total number of acres in Assessment Area 1, Assessment Area 2/3 and Assessment Area 4, or 421.50 acres, to produce an allocation of 28.67% of total Master Improvements. Assessment Area 2/3 acreage of 258.05 is divided by 421.50 acres to produce an allocation of 61.22% of total Master Improvements. Finally, Assessment Area 4 acreage of 42.60 is divided by 421.50 acres to produce an allocation of 10.11% of total Master Improvements.
Table 5

West Port
Community Development District

Bond Assessment Apportionment

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Number of Units/Acres</th>
<th>Capital Improvement Plan Cost Allocation</th>
<th>Total Bond Assessments Apportionment</th>
<th>Bond Assessments Debt Service per Unit*</th>
<th>Annual Bond Assessments Debt Service per Unit**</th>
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<tbody>
<tr>
<td>Assessment Area 1</td>
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<td></td>
</tr>
<tr>
<td>Residential Single-Family</td>
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<td>$15,640,000.00</td>
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<td>$48,605.74</td>
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<tr>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Assessment Area 1</td>
<td>431</td>
<td>$15,640,000.00</td>
<td>$20,949,072.32</td>
<td>$48,605.74</td>
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<tr>
<td>Assessment Area 2/3</td>
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<td></td>
<td></td>
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<tr>
<td>Residential Single-Family</td>
<td>672</td>
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<td>Total Assessment Area 2/3</td>
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<td>$21,334,000.00</td>
<td>$28,575,927.68</td>
<td>$56,898.97</td>
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<td>Assessment Area 4</td>
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<tr>
<td>Residential Multi-Family</td>
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<td>$0.00</td>
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<tr>
<td>Total Assessment Area 4</td>
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<td>$76,000.00</td>
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<td>$0.00</td>
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<tr>
<td>Total</td>
<td></td>
<td>$37,050,000.00</td>
<td>$49,525,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Excludes costs of collection and early payment discount allowance
** Includes costs of collection and early payment discount allowance
*** Area 1 Developer will provide contribution to offset or prepay the levy of Bond Assessments for Assessment Area 4
Exhibit A

Bond Assessment in the amount of $20,949,072.32 is proposed to be levied over the area as described below designating Assessment Area 1:
DESCRIPTION: A parcel of land lying in Section 11, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 11, run thence along the East boundary thereof, N.00°29'33"W., a distance of 273.78 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.69°10'05"W., a distance of 408.28 feet; thence departing said Northerly right of way, N.15°49'23"E., a distance of 537.95 feet to the POINT OF BEGINNING; thence N.88°49'17"W., a distance of 338.25 feet; thence N.70°34'29"W., a distance of 796.84 feet; thence Northerly, 186.35 feet along the arc of a non-tangent curve to the left having a radius of 540.00 feet and a central angle of 19°46'22" (chord bearing N.09°32'20"E., 185.43 feet); thence N.00°20'51"W., a distance of 2504.94 feet to a point on the North boundary of NORTH CHARLOTTE REGIONAL PARK; thence along said North boundary, S.89°27'00"E., a distance of 1230.97 feet; thence departing said North boundary, S.00°30'25"E., a distance of 2002.10 feet; thence Southerly, 74.84 feet along the arc of a tangent curve to the right having a radius of 400.00 feet and a central angle of 10°43'12" (chord bearing S.04°51'11"W., 74.73 feet); thence S.10°12'47"W., a distance of 775.34 feet; thence S.15°49'23"W., a distance of 112.64 feet to the POINT OF BEGINNING.

Containing 79.75 acres, more or less.

NOTES:
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE & CURVE TABLES
Description Sketch
(Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 11 & 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of said Section 11, thence S.00°03'46"E., a distance of 49.91 feet to the POINT OF BEGINNING; thence N.89°31'55"W., a distance of 1075.72 feet; thence N.37°54'22"E., a distance of 1282.30 feet; thence N.54°15'14"E., a distance of 277.04 feet; thence Easterly, 149.80 feet along the arc of a non-tangent curve to the left having a radius of 440.00 feet and a central angle of 019°30'23" (chord bearing N.85°13'38"E., 149.08 feet); thence N.75°28'27"E., a distance of 115.58 feet; thence Easterly, 121.01 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 15°04'22" (chord bearing N.83°00'38"E., 120.66 feet); thence S.89°27'11"E., a distance of 970.43 feet; thence Southeasterly, 38.88 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 89°06'21" (chord bearing S.44°54'01"E., 35.08 feet); thence S.00°20'51"E., a distance of 75.94 feet; thence Southwesterly, 477.43 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 59°07'10"W., a distance of 533.04 feet; thence Southwesterly, 554.01 feet along the arc of a tangent curve to the left having a radius of 540.00 feet and a central angle of 58°46'55" (chord bearing S.29°43'43"W., 530.03 feet); thence N.89°31'55"W., a distance of 368.60 feet to the POINT OF BEGINNING.

Containing 41.10 acres, more or less.

NOTES:
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida.

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES

David A. Williams
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6423

GeoPoint Surveying, Inc.
213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: 1B 7766
Bond Assessment in the amount of $28,575,927.68 is proposed to be levied over the area as described below designating Assessment Area 2/3:
**Description Sketch**

*(Not A Survey)*

**DESCRIPTION:** A parcel of land lying in Sections 10, 11, and 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

**COMMENCE** at the Southwest corner of the Southwest 1/4 of said Section 11, run thence along the West boundary thereof, N.00°04'54"E., a distance of 1351.21 feet to the **POINT OF BEGINNING**; thence N.89°51'55"W., a distance of 833.89 feet to a point on the Easterly vacated right-of-way of line of CRESTWOOD WATERWAY; thence along said Easterly vacated right-of-way line the following two (2) courses: 1) N.28°21'55"E., a distance of 2514.94 feet; 2) N.28°21'55"E., a distance of 1312.19 feet; thence departing said Easterly vacated right-of-way, S.61°38'05"E., a distance of 425.01 feet; thence N.28°21'55"E., a distance of 617.50 feet to a point on the South right-of-way line of FRANKLIN AVENUE, as dedicated per PORT CHARLOTTE SUBDIVISION, SECTION THIRTY FIVE, as recorded in Plat Book 5, Page 39, of the Public Records of Charlotte County, Florida; thence along said South right-of-way line the following two (2) courses: 1) Easterly, 740.64 feet along the arc of a non-tangent curve to the left having a radius of 3241.11 feet and a central angle of 13°05'34" (chord bearing S.82°39'25"E., 739.02 feet); 2) S.89°12'12"E., a distance of 1537.34 feet; thence departing said South right-of-way line, Southeasterly, 38.77 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 88°51'21" (chord bearing S.44°46'31"E., 35.00 feet); thence S.00°20'51"E., a distance of 804.25 feet; thence Southwesterly, 39.73 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 91°03'53" (chord bearing S.45°11'06"W., 35.68 feet); thence N.89°16'58"W., a distance of 1165.47 feet; thence N.89°16'58"W., a distance of 114.24 feet to a point on the West boundary of NORTH CHARLOTTE REGIONAL PARK; thence along said West boundary, S.00°20'37"E., a distance of 2833.15 feet; thence departing said West boundary, S.00°20'37"E., a distance of 166.31 feet; thence Westerly, 40.37 feet along the arc of a non-tangent curve to the right having a radius of 440.00 feet and a central angle of 05°15'23" (chord bearing N.87°38'52"W., 40.35 feet); thence S.54°15'14"W., a distance of 277.04 feet; thence S.37°54'22"W., a distance of 1282.30 feet; thence N.89°31'55"W., a distance of 268.84 feet; thence N.00°03'10"W., a distance of 1398.83 feet; thence N.89°25'56"W., a distance of 1341.43 feet to the **POINT OF BEGINNING**.

Containing 258.05 acres, more or less.

**NOTES:**
1) The Bearings shown hereon are based on the West boundary of the Southwest 1/4 of Section 11, Township 40 South, Range 21 East, having a Grid bearing of N.00°04'54"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH
SEE SHEET NO. 3 FOR LINE & CURVE TABLES

**Prepared For:** Morris Engineering

**PROJECT:** West Port

**PHASE:** Assessment Area 2/3

**DRAWN:** JCM  **DATE:** 12/11/19  **CHECKED BY:** DAW

**DATE**  **DESCRIPTION**  **DRAWN BY**

---

**GeoPoint Surveying, Inc.**

David A. Williams  FLORIDA PROFESSIONAL SURVEYOR  & MAPPER NO. LS6423

213 Hobbs Street  Tampa, Florida 33619  Phone: (813) 248-8888  Licensed Business No.: 1B 7768
Description Sketch
(Not A Survey)

POINT OF BEGINNING

WEST BOUNDARY OF THE SOUTHWEST 1/4
OF SECTION 11

SOUTHBOUNDARY OF THE SOUTHWEST CORNER
OF THE SOUTHWEST 1/4
OF SECTION 11

POINT OF COMMENCEMENT

ASSESSMENT AREA 2/3
(AREA = 258.05 ACRES.)

UNPLATTED
NORTH CHARLOTTE
REGIONAL PARK

NOTE:
SEE SHEET NO. 1 FOR LEGAL DESCRIPTION
SEE SHEET NO. 3 FOR LINE & CURVE TABLES

FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-2-3-DS.DWG    LAST SAVED BY: EHYATT
### Description Sketch

(Not A Survey)

#### LINE DATA TABLE

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<th>NO.</th>
<th>BEARING</th>
<th>LENGTH</th>
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</tr>
<tr>
<td>L2</td>
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<tr>
<td>L3</td>
<td>N 28°21'55&quot; E</td>
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<td>L4</td>
<td>N 28°21'55&quot; E</td>
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<td>S 89°12'12&quot; E</td>
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<tr>
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**NOTE:**

SEE SHEET NO. 1 FOR LEGAL DESCRIPTION
SEE SHEET NO. 2 FOR SKETCH
Please note that the District will not be levying debt assessments on Assessment Area 4 and that the legal description of the Assessment Area 4 is included herein solely for the sake for completeness.
**Description Sketch**  
(Not A Survey)

**DESCRIPTION:** A parcel of land lying in Sections 11 and 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

**COMMENCE** at the Southeast corner of the Southeast 1/4 of said Section 11, run thence along the East boundary thereof, N.00°29'33"W., a distance of 273.78 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.69°10'05"W., a distance of 408.28 feet to the **POINT OF BEGINNING**; thence continue along said North right of way, S.69°10'05"W., a distance of 1936.31 feet; thence departing said Northerly right-of-way, N.60°49'55"W., a distance of 19.28 feet; thence N.10°45'32"W., a distance of 76.10 feet; thence Northerly, 88.14 feet along the arc of a tangent curve to the right having a radius of 450.00 feet and a central angle of 11°13'21" (chord bearing N.05°13'15"W., 88.00 feet); thence N.00°23'26"E., a distance of 356.51 feet; thence N.89°31'55"W., a distance of 10.00 feet; thence Northeasterly, 472.11 feet along the arc of a non-tangent curve to the right having a radius of 460.00 feet and a central angle of 58°48'17" (chord bearing N.29°43'02"E., 451.66 feet); thence N.59°07'10"E., a distance of 533.04 feet; thence Northeasterly, 374.11 feet along the arc of a tangent curve to the left having a radius of 540.00 feet and a central angle of 39°41'39" (chord bearing N.39°16'21"E., 366.67 feet); thence S.70°34'26"E., a distance of 796.84 feet; thence S.88°49'17"E., a distance of 338.25 feet; thence S.15°49'23"W., a distance of 537.95 feet to the **POINT OF BEGINNING**.

Containing 37.16 acres, more or less.

**NOTES:**
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES
Description Sketch
(Not A Survey)

LINE DATA TABLE

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ASSESSMENT AREA 4A
(AREA = 37.16 ACRES ±)

NOTE:
SEE SHEET NO. 1 FOR LEGAL DESCRIPTION

FILE PATH: P:\WESTPORT (MURDOCK VILLAGE)\DESCRIPTION\WESTPORT-4A-DS.DWG
LAST SAVED BY: EHYATT
DESCRIPTION: A parcel of land lying in Section 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of the Southeast 1/4 of said Section 11, thence S.00°03'46"E., a distance of 49.91 feet POINT OF BEGINNING; thence S.89°31'55"E., a distance of 358.60 feet; thence S.00°23'26"W., a distance of 356.65 feet; thence Southerly, 107.73 feet along the arc of a tangent curve to the left having a radius of 550.00 feet and a central angle of 11°13'21" (chord bearing S.05°13'15"E., 107.56 feet); thence S.10°49'55"E., a distance of 93.82 feet; thence S.29°10'05"W., a distance of 22.98 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.69°10'05"W., a distance of 403.69 feet; thence departing said Northerly right-of-way, N.00°23'26"E., a distance of 722.47 feet to the POINT OF BEGINNING.

Containing 5.44 acres, more or less

NOTES:
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES
West Port
COMMUNITY DEVELOPMENT DISTRICT

Preliminary First Supplemental
Special Assessment
Methodology Report
(Assessment Area One 2020 Project)

February 28, 2020

Provided by:

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com
# Table of Contents

## 1.0 Introduction
1.1 Purpose ........................................................................................................ 1  
1.2 Scope of the First Supplemental Report .................................................... 1  
1.3 Special Benefits and General Benefits ....................................................... 1  
1.4 Organization of the First Supplemental Report ......................................... 2  

## 2.0 Development Program
2.1 Overview .................................................................................................... 2  
2.2 The Development Program ....................................................................... 3  

## 3.0 The 2020 Project
3.1 Overview .................................................................................................. 3  
3.2 Capital Improvement Plan ...................................................................... 4  
3.3 The 2020 Project ...................................................................................... 4  

## 4.0 Financing Program
4.1 Overview .................................................................................................. 5  
4.2 Types of Bonds Proposed ...................................................................... 5  

## 5.0 Assessment Methodology
5.1 Overview .................................................................................................. 5  
5.2 Benefit Allocation .................................................................................... 6  
5.3 Assigning Bond Assessments ................................................................... 7  
5.4 Lienability Test: Special and Peculiar Benefit to the Property ............... 8  
5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay 8  
5.6 True-Up Mechanism ............................................................................. 8  
5.7 Preliminary Assessment Roll ................................................................. 10  

## 6.0 Additional Stipulations
6.1 Overview .................................................................................................. 10  

## 7.0 Appendix
Table 1 ............................................................................................................. 11  
Table 2 ............................................................................................................. 12  
Table 3 ............................................................................................................. 12  
Table 4 ............................................................................................................. 13  
Table 5 ............................................................................................................. 13  
Table 6 ............................................................................................................. 14  

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1.0 Introduction

1.1 Purpose

This Preliminary First Supplemental Special Assessment Methodology Report (the “First Supplemental Report”) was developed to supplement the Master Special Assessment Methodology Report (the “Master Report”) dated October 30, 2019 and to provide a supplemental financing plan and a supplemental special assessment methodology for the first two phases of development within the Assessment Area One (the “Assessment Area 1”) portion of the West Port Community Development District (the “District”). The District is located in unincorporated Charlotte County and is comprised on three separate component parts each known as the Assessment Area 1, Assessment Area 2/3 (the “Assessment Area 2/3”), and Assessment Area 4 (the “Assessment Area 4”). This First Supplemental Report was developed in relation to funding by the District of a portion of the costs of public infrastructure improvements contemplated to be provided by the District for the Phase 1 (the “Phase 1”) and Phase 2 (the “Phase 2” and cumulatively with the Phase 1 the “Phases 1 and 2”) of the Assessment Area 1.

1.2 Scope of the First Supplemental Report

This First Supplemental Report presents the projections for financing a portion of the District's overall “Capital Improvement Plan” described in the Engineer's Report (the “Engineer's Report”) prepared by Morris Engineering and Consulting LLC (the “District Engineer”) dated October 30, 2019 as supplemented by the Supplemental Engineer's Report (Assessment Area One 2020 Project) (the “Supplemental Engineer's Report”) also prepared by the District Engineer and dated February 6, 2020. This First Supplemental Report describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of a portion of the Capital Improvement Plan projected to begin in 2020 and related to the Phases 1 and 2 of the Assessment Area 1 and referred to in the Supplemental Engineer's Report as the 2020 Project (the “2020 Project”). As noted in the First Supplemental Report, the 2020 Project is intended to serve the first 320 residential units in Assessment Area 1, which is expected to be developed in multiple phases.

1.3 Special Benefits and General Benefits

The Assessment Area One Project, of which the 2020 Project is a part, functions as a system of improvements serving all lands within Assessment Area 1, and accordingly the 2020 Project is part of that system benefitting all of Assessment Area 1. Improvements undertaken and funded by the District as part of the 2020 Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within Assessment Area 1 within the District, as well as general benefits for properties outside of the Assessment Area 1 and also outside of the District, as well as to the public at large. However, as discussed
within this First Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the Assessment Area 1. The District’s 2020 Project enables properties within the Assessment Area 1 to be developed.

There is no doubt that the general public and owners of property outside the Assessment Area 1 will benefit from the provision of the 2020 Project. However, these benefits are only incidental since the 2020 Project is designed solely to provide special benefits peculiar to property within the Assessment Area 1. Properties outside of the Assessment Area 1 are not directly served by the 2020 Project and do not depend upon the 2020 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which properties within the Assessment Area 1 receive compared to those lying outside of the Assessment Area 1’s boundaries.

The 2020 Project will provide public infrastructure improvements which are all necessary in order to make the lands within the Assessment Area 1 developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the Assessment Area 1 to increase by more than the sum of the financed cost of the 2020 Project. Even though the exact value of the benefits provided by the 2020 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 First Supplemental Report

Section Two describes the development program as proposed for the Phases 1 and 2.

Section Three provides a summary of the 2020 Project as determined by the District Engineer.

Section Four discusses the financing program for the Phases 1 and 2.

Section Five introduces the supplemental special assessment methodology for the Phases 1 and 2.

2.0 Development Program

2.1 Overview

The District will serve the West Port development (the "Development" or "West Port"), a master planned, mixed-use development located in unincorporated Charlotte County. The land within the District consists of approximately 434.67 +/- acres of land generally located between El Jobean (State Road 776) and US 41 east of Biscayne Drive. The Assessment Area 1 comprises of a total of 120.85 +/- gross acres within two distinct land parcels, one parcel referred to as Pod H with an area of
79.75 +/- gross acres and another parcel referred to as Pod B with an area of 41.10 +/- gross acres. As noted below, the Assessment Area 1 Project consists of multiple phases that will be developed within Pods H and B. Phases 1 and 2 are intended to be developed into the first 320 lots within the Assessment Area 1 and within portions of Pods H and B, but are not planned to occupy the entirety of the land within the Assessment Area 1.

2.2 The Development Program

As first described in Section 1.1, the development of West Port is projected to be conducted within three (3) separate geographical areas referred to as Assessment Area 1, Assessment Area 2/3 and Assessment Area 4. The development within the three (3) assessment areas will be conducted by at least three (3) separate landowners and developers. Based upon the information provided by the developer of land within the Assessment Area 1 (the "Area 1 Developer"), the development within the Assessment Area 1 is projected to occur over a multi-year period and be conducted in three (3) or more phases, with Phases 1 and 2 constituting the first phases projected to be commenced in 2020. According to the Area 1 Developer, Assessment Area 1 is currently projected to be developed with a total of 431 residential units, with Phases 1 and 2 accounting for a total of 320 residential units, although land use types and unit numbers may change throughout the development period. Table 1 in the Appendix illustrates the projected development plan for the Phases 1 and 2 while Exhibit A illustrates the boundaries and location of Assessment Area 1.

Please note that the exact location of the planned 320 residential units comprising Phases 1 and 2 will not be known until such time when units are platted. That said, for purposes herein, the portion of the Assessment Area 1 where the 320 residential units comprising Phases 1 and 2 will be located will be referred to as the Assessment Area 1: Phases 1 and 2, and that upon platting of all 320 planned units within the Assessment Area 1: Phases 1 and 2, the remaining balance of unplatted land within the Assessment Area 1 will be referred to as the Assessment Area 1: Future Phases. Further, the Assessment Area 1: Future Phases may be further subdivided into additional, individual Assessment Areas as stated in Section 2.2 of the Master Report.

3.0 The 2020 Project

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report and Supplemental Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes, and under the Internal Revenue Code of 1986, as amended, was included in these estimates.
3.2 Capital Improvement Plan

As described by the District Engineer in the Engineer’s Report, as well as previously described in the Master Report, the Capital Improvement Plan needed to serve the District is projected to consist of three (3) separate projects, with each project serving the infrastructure needs of each of the three (3) assessment areas within the District. The Capital Improvement Plan includes improvements that are projected to be shared between and benefit all assessment areas, referred to as “Master Improvements”, as well as improvements that are projected to be unique to each assessment area, and consequently benefit only that particular assessment area, referred to as “Neighborhood Improvements”.

The Master Improvements are projected to include shared off-site transportation improvements while the Neighborhood Improvements are projected to consist of roadways, stormwater management, utilities, hardscape/landscape/irrigation/lighting, the differential cost of undergrounding electric utilities, and amenity (public parks). According to the District Engineer, the total cost of the Capital Improvement Plan will reach $36,050,000, including a total of $14,640,000 for the Assessment Area 1 (the “Assessment Area 1 Project”), with the total cost of the Master Improvements being $750,000, including a total of $215,000 for the Assessment Area 1, and total cost of the Neighborhood Improvements being $35,300,000, including a total of $14,425,000 for the Assessment Area 1. Within each of the Assessment Area 1 and Assessment Area 2/3, the Neighborhood Improvements will comprise an interrelated system of improvements serving only those lands within the respective assessment area. As a practical matter, and because the Neighborhood Improvements within Assessment Area 1 function as a system of improvements benefitting all developable lands within Assessment Area 1, any unfunded amount of the 2020 Project may be funded from a future bond series secured by special assessments levied on the remaining lands within Assessment Area 1.

3.3 The 2020 Project

As described by the District Engineer in the Supplemental Engineer’s Report, the 2020 Project is that portion of the Assessment Area 1 Project anticipated to begin in 2020 that will be necessary for the development of the first 320 residential units within Assessment Area 1. The infrastructure will consist of shared off-site transportation improvements, which are part of the Master Improvements described in Section 3.2, as well as roadways, stormwater management, utilities, hardscape/landscape/irrigation/lighting, the differential cost of undergrounding electric utilities, and amenity (public parks), which are part of Neighborhood Improvements also described in Section 3.2. According to the District Engineer, the total cost of the 2020 Project is estimated at $8,419,628, with Master Improvements estimated to total $159,628, and Neighborhood Improvements estimated to total $8,260,000. Table 2 in the Appendix illustrates the specific components of the 2020 Project and their costs.
4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the Phases 1 and 2 of Assessment Area 1. It is the District’s intention to finance a portion of the costs of the 2020 Project with proceeds of Special Assessment Bonds, Series 2020 (Assessment Area One – 2020 Project) (the “Bonds”) in the principal amount estimated at $6,640,000*. The Bonds are projected to finance infrastructure construction/acquisition costs in the approximate amount of $5,640,400*.

As the Bonds will finance only a portion of the costs of the 2020 Project in the total amount estimated at $5,640,400*, the District expects that the Area 1 Developer will contribute to the District infrastructure valued estimated at $2,779,228*, which as mentioned above in Section 3.2 may be funded by the Developer or by a future bond series.

4.2 Types of Bonds Proposed

The proposed supplemental financing plan for the District provides for the issuance of the Bonds in the principal amount of approximately $6,640,000* to finance an estimated $5,640,400* in costs of the 2020 Project. As projected under this Supplemental Report, the Bonds are structured to be repaid in no more than 30 annual installments following an approximately 12-month capitalized interest period. Interest payments on the Bonds will be made every May 1 and November 1, and principal payments on the Bonds will be made every November 1.

In order to finance the improvement and other costs, the District needs to borrow more funds and incur indebtedness in the total amount of $6,640,000*. The difference between the project costs and financing costs is comprised of funding for the debt service reserves, capitalized interest, underwriter’s discount and costs of issuance. Final sources and uses of funding for the Bonds are presented in Table 3 in the Appendix.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Bonds provides the District with funds which are necessary to construct/acquire the infrastructure improvements which are part of the 2020 Project outlined in Section 3.3 and described in more detail in the Supplemental Engineer’s Report. Thus, improvements undertaken and funded by the District as part of the 2020 Project lead to special and peculiar benefits and general benefits, with special and peculiar benefits accruing to properties within Assessment Area 1 within

* Preliminary, subject to change
the District and general benefits accruing to properties outside of Assessment Area 1 and also outside of the District, as well as to the public at large and being only incidental in nature. The debt incurred in financing the public infrastructure will be paid off by assessing properties that derive special and peculiar benefits from the 2020 Project. All properties within Assessment Area 1 of the District that receive special and peculiar benefits from the 2020 Project will be assessed for their fair share of the debt issued in order to finance the 2020 Project.

5.2 Benefit Allocation

The current development plan for the Phases 1 and 2 envisions the development of a total of 320 residential single-family units, although unit numbers and land use types may change throughout the development period.

Within Assessment Area 1, the improvements that comprise the 2020 Project will comprise an interrelated system of improvements together with future projects within Assessment Area 1, which means all of the improvements will serve the area within Assessment Area 1, and improvements will be interrelated such that they will reinforce one another and their combined benefit will be greater than the sum of their individual benefits. All of the land uses will benefit from each improvement category, as the improvements provide basic infrastructure to all land within Assessment Area 1 and benefit all land within Assessment Area 1 as an integrated system of improvements. The Master Improvements comprising the 2020 Project will also provide benefit to the other assessment areas within the District.

As stated previously, improvements that comprise the 2020 Project have a logical connection to the special and peculiar benefits received by the land within Assessment Area 1, as without such improvements, the development of the properties within Assessment Area 1 would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within Assessment Area 1, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of, or the actual non-ad valorem assessment amount levied on that parcel.

As first proposed in the Master Report, the benefit associated with the 2020 Project is proposed to be allocated to the residential single-family units uniformly, with each residential single-family unit assigned the same unitary value of a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the Appendix illustrates the ERU weights that are proposed to be assigned to the residential single-family units contemplated to be developed within Assessment Area 1, the total ERU counts for, and the share of the benefit received by each land use.
Using the ERU benefit allocations developed in Table 4 in the Appendix and applying them to the total cost estimate of the 2020 Project of $8,419,628, Table 5 in the Appendix illustrates the allocation of benefit of the 2020 Project to the residential single-family unit proposed to be developed in Assessment Area 1. The portion of the 2020 Project not funded by the 2020 Bonds in the total amount of $2,779,228* will be funded by the Developer pursuant to a completion agreement with the District, or funded from future bonds.

Finally, Table 6 in the Appendix presents the apportionment of the assessment associated with the Bonds (the “Bond Assessments”) in accordance with the cost allocations shown in Table 4 in the Appendix.

Should the number of and types of land uses of properties change in the future, the District will apply the methodology described in this Section to calculate the resulting number of ERUs in accordance with the Master Methodology after the changes and evaluate the impact of such changes as described in Section 5.6.

5.3 Assigning Bond Assessments

As the land within Assessment Area 1 of the District is not yet platted for its intended final use and the precise location of the different residential single-family units within Phases 1 and 2 by lot or parcel is unknown, the Bond Assessments will initially be levied on all of the land within Assessment Area 1 on an equal pro-rata gross acre basis. For instance, the Bond Assessments of $6,640,000* will be preliminarily levied on approximately 120.85 +/- gross acres in all of Assessment Area 1 at a rate of $54,944.15* per gross acre.

When the land within Assessment Area 1 is platted, the Bond Assessments will be allocated to each platted residential parcel on a first-platted, first-assigned basis as reflected in Table 6 in the Appendix. Such allocation of Bond Assessments from unplatted gross acres will reduce the amount of Bond Assessments levied on unplatted gross acres within Assessment Area 1 until such time that the total amount of the Bond Assessments has been allocated to platted residential single-family units within Phases 1 and 2.

Further, to the extent that any parcel of land which has not been platted is sold to another developer or builder, the Bond Assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessments transferred at sale.

* Preliminary, subject to change
5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in Section 1.3, Special Benefits and General Benefits, improvements undertaken by the District create special and peculiar benefits to certain properties within Assessment Area 1. The improvements that are part of the 2020 Project benefit assessable properties within Assessment Area 1, and accrue to all such assessable properties on an ERU basis.

Improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within Assessment Area 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; and
d. increased marketability and value of the property.

The improvements which are part of the 2020 Project make the land in the District developable and saleable and when implemented jointly as parts of the 2020 Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the Appendix.

The apportionment of the Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in Section 5.2 across all assessable property within Assessment Area 1 according to reasonable estimates of the special and peculiar benefits derived from the 2020 Project. Accordingly, no acre or parcel of property within Assessment Area 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 Area 1 Developer prior to construction. As

* Preliminary, subject to change
development occurs it is possible that the development plan may change. The mechanism for maintaining the methodology over the changes is referred to as true-up. Please note that in addition to the parameters set forth herein, any true-up consideration will also involve verification that after such true-up payment assessment levels do not exceed the maximum assessment levels established in the Master Report.

This mechanism is to be utilized to ensure that the Bond Assessments on a unit basis never exceeds the initially allocated assessment as contemplated in the adopted assessment methodology as contemplated in this First Supplemental Report and illustrated in Table 6 in the Appendix.

If as a result of platting and apportionment of the Bond Assessments to platted parcels of land within Assessment Area 1, the Bond Assessments for land that remains unplatted within Assessment Area 1 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 Bond Assessments to platted parcels of land within Phases 1 and 2 within Assessment Area 1, the Bond Assessments for land that remains unplatted within Assessment Area 1 is equal to less than the levels in shown in Table 6 in the Appendix (a result of an overall larger number of units), then the per unit Bond Assessments for all units within Assessment Area 1 will be lowered if that state persists at the conclusion of platting of all land within Assessment Area 1, or shall otherwise be adjusted to the to the extent permitted by Florida law and in the District’s sole discretion.

If as a result of platting and apportionment of the Bond Assessments to platted parcels of land within Assessment Area 1, the Bond Assessments for land that remains unplatted within the levels shown in Table 6 in the Appendix (as a result of an overall smaller number of units), taking into account any future development plans for the unplatted lands – in the District’s reasonable discretion and to the extent such future development plans are feasible, consistent with existing entitlements and governmental requirements, and reasonably expected to be implemented, then the difference in the Bond Assessments plus accrued interest will be collected from the owner of the property which platting caused the increase of Bond Assessments on the

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1 For example, if the first platting in Assessment Area 1 includes 50 SF 50’ lots and 109 SF 40’ lots, which equates to a total allocation of $3,299,250* in Bond Assessments, then the remaining unplatted land within the Assessment Area 1 would be required to absorb 161 SF 50’ lots, or approximately $3,340,750.00* in Bond Assessments. If the remaining unplatted land within Assessment Area 1 would only be able to absorb 150 SF 50’ lots, or approximately $3,112,500.00* in Bond Assessments, then a true-up, payable by the owner of the land subject to the initial plat, would be due in the amount of approximately $228,250.00* in Bond Assessments plus accrued interest.

* Preliminary, subject to change
unplatted land within Assessment Area 1 to occur. Such a collection right exists as part of the applicable assessment liens established hereunder, and an additional collection right may also exist pursuant to true-up agreement(s) to be entered into between the District and the Area 1 Developer, which will be binding on assignees.

The owner(s) of the property will be required to immediately remit to the Trustee for redemption of the Bonds a true-up payment equal to the difference between the actual Bond Assessments per unit and the Bond Assessments as illustrated in Table 6 in the Appendix plus accrued interest to the next succeeding interest payment date on the Bonds, unless such interest payment date occurs within 45 days of such true-up payment, in which case the accrued interest shall be calculated to the following interest payment date (or such other time as set forth in the supplemental indenture for the Bonds secured by the Bond Assessments). Please note that any “true-up”, as described herein may require a payment to satisfy “true-up” obligations as well as additional contributions to maintain such assessment levels.

In addition to platting of property within the Assessment Area 1, any planned sale of an unplatted parcel within Assessment Area 1 to another builder or developer will cause the District to initiate a true-up test as described above to test whether the amount of the Bond Assessments per unit for land that remains unplatted within Assessment Area 1 remains equal to the levels in shown in Table 6 in the Appendix. The test will be based upon the development rights as signified by the number of units and types of units associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessments transferred at sale.

Note that, in the event that the 2020 Project is not completed, certain contributions are not made, or under certain other circumstances, the District may be required to reallocate the Bond Assessments.

5.7 Preliminary Assessment Roll

Bond Assessments of $6,640,000* are proposed to be levied over the Assessment Area 1 as described in Exhibit A. Excluding any capitalized interest period, debt service assessment shall be paid in no more than thirty (30) yearly 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 2020 Project. Certain financing, development and engineering data was provided by members of District Staff and/or the Area 1 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 Series 2020 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

**West Port**

**Community Development District**

**Development Plan**

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Pod</th>
<th>Number of Units</th>
<th></th>
<th></th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>SF 50'</td>
<td>B</td>
<td>104</td>
<td>0</td>
<td>104</td>
<td></td>
</tr>
<tr>
<td>SF 40'</td>
<td>H</td>
<td>42</td>
<td>67</td>
<td>109</td>
<td></td>
</tr>
<tr>
<td>SF 50'</td>
<td>H</td>
<td>40</td>
<td>67</td>
<td>107</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>186</td>
<td>134</td>
<td>320</td>
<td></td>
</tr>
</tbody>
</table>
Table 2

**West Port**

Community Development District

Capital Improvement Program

<table>
<thead>
<tr>
<th>Improvement</th>
<th>2020 Project</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Master Improvements</strong></td>
<td></td>
</tr>
<tr>
<td>Shared Off-Site Improvements</td>
<td>$159,628</td>
</tr>
<tr>
<td><strong>Neighborhood Improvements</strong></td>
<td></td>
</tr>
<tr>
<td>Neighborhood Roadways</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Stormwater Management</td>
<td>$2,250,000</td>
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<tr>
<td>Utilities (Water, Sewer, Reclaimed)</td>
<td>$2,650,000</td>
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<tr>
<td>Hardscape/Landscape/Irrigation/Lighting</td>
<td>$525,000</td>
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<tr>
<td>Streetlighting/Underground Electric</td>
<td>$200,000</td>
</tr>
<tr>
<td>Amenity (Parks)</td>
<td>$300,000</td>
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<tr>
<td>Professional Services</td>
<td>$525,000</td>
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<td>Contingency</td>
<td>$810,000</td>
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<td><strong>Total</strong></td>
<td><strong>$8,419,628</strong></td>
</tr>
</tbody>
</table>

Table 3

**West Port**

Community Development District

Preliminary Sources and Uses of Funds

**Sources**

<table>
<thead>
<tr>
<th>Bond Proceeds:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Par Amount</td>
<td>$6,640,000.00</td>
</tr>
</tbody>
</table>

**Total Sources**  
$6,640,000.00

**Uses**

<table>
<thead>
<tr>
<th>Project Fund Deposits:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 Project</td>
<td>$5,640,400.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Fund Deposits:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Service Reserve Fund</td>
<td>$384,000.00</td>
</tr>
<tr>
<td>Capitalized Interest Fund</td>
<td>$265,600.00</td>
</tr>
</tbody>
</table>

**Delivery Date Expenses:**

| Costs of Issuance                     | $350,000.00  |
| Rounding                              | 0.00         |

**Total Uses**  
$6,640,000.00
### Table 4

**West Port**

**Community Development District**

**Benefit Allocation**

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Number of Units</th>
<th>ERU Weight per Unit</th>
<th>Total ERU</th>
<th>Percent Share of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>SF 50’</td>
<td>104</td>
<td>1.00</td>
<td>104.00</td>
<td>32.50%</td>
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<tr>
<td>SF 40’</td>
<td>109</td>
<td>1.00</td>
<td>109.00</td>
<td>34.06%</td>
</tr>
<tr>
<td>SF 50’</td>
<td>107</td>
<td>1.00</td>
<td>107.00</td>
<td>33.44%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>320</strong></td>
<td></td>
<td><strong>320.00</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>

*Please note that cost allocations herein are based on ERU benefit allocations in Table 4*

### Table 5

**West Port**

**Community Development District**

**2020 Project Cost Allocation**

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Number of Units</th>
<th>2020 Project Cost Allocation*</th>
<th>2020 Project Costs Financeable by Bonds</th>
<th>2020 Project Cost Contribution by Area 1 Developer</th>
</tr>
</thead>
<tbody>
<tr>
<td>SF 50’</td>
<td>104</td>
<td>$2,736,379.10</td>
<td>$1,833,130.00</td>
<td>$903,249.10</td>
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<tr>
<td>SF 40’</td>
<td>109</td>
<td>$2,867,935.79</td>
<td>$1,921,261.25</td>
<td>$946,674.54</td>
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<tr>
<td>SF 50’</td>
<td>107</td>
<td>$2,815,313.11</td>
<td>$1,886,008.75</td>
<td>$929,304.36</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>320</strong></td>
<td><strong>$8,419,628.00</strong></td>
<td><strong>$5,640,400.00</strong></td>
<td><strong>$2,779,228.00</strong></td>
</tr>
</tbody>
</table>

*Please note that cost allocations herein are based on ERU benefit allocations in Table 4*
Table 6

**West Port**

Community Development District

Bond Assessments Apportionment

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Number of Units</th>
<th>Capital Improvement Plan Cost Allocation</th>
<th>Total Bond Assessments Apportionment</th>
<th>Bond Assessments Apportionment per Unit</th>
<th>Annual Bond Assessments Debt Service per Unit*</th>
<th>Annual Bond Assessments Debt Service per Unit**</th>
</tr>
</thead>
<tbody>
<tr>
<td>SF 50'</td>
<td>104</td>
<td>$1,833,130.00</td>
<td>$2,158,000.00</td>
<td>$20,750.00</td>
<td>$1,200.00</td>
<td>$1,276.60</td>
</tr>
<tr>
<td>SF 40'</td>
<td>109</td>
<td>$1,921,261.25</td>
<td>$2,261,750.00</td>
<td>$20,750.00</td>
<td>$1,200.00</td>
<td>$1,276.60</td>
</tr>
<tr>
<td>SF 50'</td>
<td>107</td>
<td>$1,886,008.75</td>
<td>$2,220,250.00</td>
<td>$20,750.00</td>
<td>$1,200.00</td>
<td>$1,276.60</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>320</strong></td>
<td><strong>$5,640,400.00</strong></td>
<td><strong>$6,640,000.00</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Excludes costs of collection and early payment discount allowance
** Includes costs of collection and early payment discount allowance
Exhibit A

Bond Assessments in the amount of $6,640,000* are proposed to be levied over the area as described below designating Assessment Area 1:

* Preliminary, subject to change
DESCRIPTION: A parcel of land lying in Section 11, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 11, run thence along the East boundary thereof, N.00°29'33"W., a distance of 273.78 feet to a point on the Northerly right-of-way of STATE ROAD 776; thence along said Northerly right-of-way, S.69°10'05"W., a distance of 408.28 feet; thence departing said Northerly right of way, N.15°49'23"E., a distance of 537.95 feet to the POINT OF BEGINNING; thence N.88°49'17"W., a distance of 338.25 feet; thence N.70°34'29"W., a distance of 796.84 feet; thence Northerly, 186.35 feet along the arc of a non-tangent curve to the left having a radius of 540.00 feet and a central angle of 19°46'22" (chord bearing N.09°32'20"E., 185.43 feet); thence N.00°20'51"W., a distance of 2504.94 feet to a point on the North boundary of NORTH CHARLOTTE REGIONAL PARK; thence along said North boundary, S.89°27'00"E., a distance of 1230.97 feet; thence departing said North boundary, S.00°30'25"E., a distance of 2002.10 feet; thence Southerly, 74.84 feet along the arc of a tangent curve to the right having a radius of 400.00 feet and a central angle of 10°43'12" (chord bearing S.04°51'11"W., 74.73 feet); thence S.10°12'47"W., a distance of 775.34 feet; thence S.15°49'23"W., a distance of 112.64 feet to the POINT OF BEGINNING.

Containing 79.75 acres, more or less.

NOTES:
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida.

SEE SHEET NO. 2 FOR SKETCH & LINE & CURVE TABLES
Description Sketch
(Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 11 & 14, Township 40 South, Range 21 East, Charlotte County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of said Section 11, thence S.00°03'46"E., a distance of 49.91 feet to the POINT OF BEGINNING; thence N.89°31'55"W., a distance of 1075.72 feet; thence N.37°54'22"E., a distance of 1282.30 feet; thence N.54°15'14"E., a distance of 277.04 feet; thence Easterly, 149.80 feet along the arc of a non-tangent curve to the left having a radius of 440.00 feet and a central angle of 019°30'23" (chord bearing N.85°13'38"E., 149.08 feet); thence N.75°28'27"E., a distance of 115.58 feet; thence Easterly, 121.01 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 15°04'22" (chord bearing N.83°00'38"E., 120.66 feet); thence S.89°27'11"E., a distance of 970.43 feet; thence Southeasterly, 38.88 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 89°06'21" (chord bearing S.44°54'01"E., 35.08 feet); thence S.00°20'51"E., a distance of 75.94 feet; thence Southerly, 477.43 feet along the arc of a tangent curve to the right having a radius of 460.00 feet and a central angle of 59°28'01" (chord bearing S.29°23'10"W., 456.29 feet); thence S.59°07'10"W., a distance of 533.04 feet; thence Southwesterly, 554.01 feet along the arc of a tangent curve to the left having a radius of 540.00 feet and a central angle of 58°46'55" (chord bearing S.29°43'43"W., 530.03 feet); thence N.89°31'55"W., a distance of 368.60 feet to the POINT OF BEGINNING.

Containing 41.10 acres, more or less.

NOTES:
1) The Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 776, having a Grid bearing of S.69°10'05"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida

SEE SHEET NO. 2 FOR SKETCH & LINE TABLES
Description Sketch
(Not A Survey)

ASSESSMENT AREA 1B
(AREA = 41.10 ACRES ±)

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF
THE SOUTHWEST 1/4 OF
SECTION 11

POINT OF BEGINNING

CURVE DATA TABLE

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<tr>
<th>NO.</th>
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<th>DELTA</th>
<th>ARC</th>
<th>CHORD</th>
<th>BEARING</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>440.00’</td>
<td>19’30”</td>
<td>149.80’</td>
<td>149.08’</td>
<td>N 85°13’38” E</td>
</tr>
<tr>
<td>C2</td>
<td>460.00’</td>
<td>15’04”</td>
<td>121.01’</td>
<td>120.66’</td>
<td>N 83°00’38” E</td>
</tr>
<tr>
<td>C3</td>
<td>25.00’</td>
<td>89’06”</td>
<td>38.88’</td>
<td>35.08’</td>
<td>S 44°54’01” E</td>
</tr>
<tr>
<td>C4</td>
<td>460.00’</td>
<td>59’28”</td>
<td>477.43’</td>
<td>456.29’</td>
<td>S 29°23’10” W</td>
</tr>
<tr>
<td>C5</td>
<td>540.00’</td>
<td>58’46”</td>
<td>554.01’</td>
<td>530.03’</td>
<td>S 29°43’43” W</td>
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</table>

LINE DATA TABLE

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<tr>
<td>L2</td>
<td>N 89°31’55” W</td>
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<tr>
<td>L3</td>
<td>N 54°15’14” E</td>
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<td>L4</td>
<td>N 75°28’27” E</td>
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<td>L5</td>
<td>S 00°20’51” E</td>
<td>75.94’</td>
</tr>
<tr>
<td>L6</td>
<td>N 89°31’55” W</td>
<td>368.80’</td>
</tr>
</tbody>
</table>

NOTE:
SEE SHEET NO. 1 FOR
LEGAL DESCRIPTION
APPENDIX E

PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT
CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated as of March ____, 2020 is executed and delivered by the West Port Community Development District (the "Issuer" or the "District"), KLP West Port LLC, a Florida limited liability company (the "Assessment Area One Developer"), and Wrathell, Hunt and Associates, LLC, a Florida limited liability company, as dissemination agent (the "Dissemination Agent") in connection with the Issuer's Special Assessment Bonds, Series 2020 (Assessment Area One – 2020 Project) (the "Bonds"). The Bonds are secured pursuant to a Master Trust Indenture dated as of March 1, 2020 (the "Master Indenture"), as supplemented by a First Supplemental Trust Indenture dated as of March 1, 2020 (the "First Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each entered into by and between the Issuer and Regions Bank, a state banking corporation duly organized and existing under the laws of the State of Alabama and having a designated corporate trust office in Jacksonville, Florida, as trustee (the "Trustee"). The Issuer, the Assessment Area One Developer and the Dissemination Agent covenant and agree as follows:

1. **Purpose of this Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the Issuer, the Assessment Area One Developer and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Bonds and to assist the Participating Underwriter (as defined herein) of the Bonds in complying with the Rule (as defined herein). The Issuer has no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the Issuer or other Obligated Person (as defined herein) to provide additional information, the Issuer and each Obligated Person agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. **Definitions.** Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Indenture. The following capitalized terms as used in this Disclosure Agreement shall have the following meanings:

"Annual Filing Date" means the date set forth in Section 3(a) hereof by which the Annual Report is to be filed with each Repository.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 4(a) of this Disclosure Agreement.
"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessment Area" shall mean that portion of the District lands subject to Assessments.

"Assessments" shall mean the non-ad valorem Series 2020 Special Assessments pledged to the payment of the Bonds pursuant to the Indenture.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior Fiscal Year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Audited Financial Statements Filing Date" means the date set forth in Section 3(a) hereof by which the Audited Financial Statements are to be filed with each Repository if the same are not included as part of the Annual Report.

"Beneficial Owner" shall mean any person which, (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Business Day" means any day other than (a) a Saturday, Sunday or a day on which banks located in the city in which the designated corporate trust office of the Trustee is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

"Disclosure Representative" shall mean (i) as to the Issuer, the District Manager or its designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent; and (ii) as to each entity comprising an Obligated Person (other than the Issuer), the individuals executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

"Dissemination Agent" shall mean the Issuer or an entity appointed by the Issuer to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer pursuant to Section 8 hereof. Wrathell, Hunt and Associates, LLC has been designated as the initial Dissemination Agent hereunder.

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

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures located at http://emma.msrb.org/.
"EMMA Compliant Format" shall mean a format for any document provided to the MSRB (as hereinafter defined) which is in an electronic format and is accompanied by identifying information, all as prescribed by the MSRB.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Limited Offering Memorandum" shall mean that Limited Offering Memorandum dated March __, 2020, prepared in connection with the issuance of the Bonds.

"Listed Events" shall mean any of the events listed in Section 6(a) of this Disclosure Agreement.

"MSRB" means the Municipal Securities Rulemaking Board.

"Obligated Person(s)" shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the Issuer, and for the purposes of this Disclosure Agreement, the Assessment Area One Developer and its affiliates for so long as such Assessment Area One Developer or its affiliates, successors or assigns (excluding residential homebuyers who are end users) are the owners of District Lands responsible for payment of at least 20% of the Assessments.

"Participating Underwriter" shall mean FMSbonds, Inc.

"Quarterly Filing Date" shall mean for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year. The first Quarterly Filing Date shall be August 1, 2020.

"Quarterly Report" shall mean any Quarterly Report provided by any Obligated Person (other than the Issuer) pursuant to, and as described in, Section 5 of this Disclosure Agreement.

"Repository" shall mean each entity authorized and approved by the SEC (as hereinafter defined) from time to time to act as a repository for purposes of complying with the Rule. The Repositories approved by the SEC may be found by visiting the SEC's website at http://www.sec.gov/info/municipal/nrmsir.htm. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure submissions through its EMMA web portal. As used herein, "Repository" shall include the State Repository, if any.
"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same has and may be amended from time to time.

"SEC" means the Securities and Exchange Commission.

"State" shall mean the State of Florida.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purposes of the Rule.

3. **Provision of Annual Reports.**

   (a) Subject to the following sentence, the Issuer shall provide the Annual Report to the Dissemination Agent no later than one hundred eighty (180) days after the close of the Issuer's Fiscal Year (the "Annual Filing Date"), commencing with the Annual Report for the Fiscal Year ending September 30, 2020. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report, and may be submitted in accordance with State law, which currently requires such Audited Financial Statements to be provided up to, but no later than, nine (9) months after the close of the Issuer's Fiscal Year (the "Audited Financial Statements Filing Date"). The Issuer shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, if applicable. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 6.

   (b) If on the fifteenth (15th) day prior to each Annual Filing Date or the Audited Financial Statements Filing Date, as applicable, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be via email) to remind the Issuer of its undertaking to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or the Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the times required under this Disclosure Agreement, state the date by which the Annual Report or the Audited Financial Statements for such year, as applicable, will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 6(a)(xvii) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.

   (c) If the Dissemination Agent has not received an Annual Report by 12:00 noon on the first (1st) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1st) Business Day following the Audited
Financial Statements Filing Date for the Audited Financial Statements, then a Listed Event as described in Section 6(a)(xvii) shall have occurred and the Dissemination Agent shall immediately send a notice to the Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer stating that the Annual Report or Audited Financial Statement has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing all Repositories with which it was filed.

(e) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an EMMA Compliant Format.

4. **Content of Annual Reports.**

(a) Each Annual Report shall contain the following Annual Financial Information with respect to the Issuer:

(i) The amount of Assessments levied in the Assessment Area for the most recent prior Fiscal Year.

(ii) The amount of Assessments collected in the Assessment Area from the property owners during the most recent prior Fiscal Year.

(iii) If available from the County Tax Collector with respect to platted lots being collected pursuant to the Uniform Method, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of the applicable Assessments due in any Fiscal Year, a list of delinquent property owners.

(iv) If available from the County Tax Collector with respect to platted lots being collected pursuant to the Uniform Method, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.

(v) All fund balances in all Funds and Accounts and subaccounts for the Bonds.

(vi) The total amount of Bonds Outstanding.

(vii) The amount of principal and interest to be paid on the Bonds in the current Fiscal Year.
(viii) The most recent Audited Financial Statements of the Issuer.

(ix) In the event of any amendment or waiver of a provision of this Disclosure Agreement, a description of such amendment or waiver in the next Annual Report, and in each case shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth (unless Audited Financial Statements are being delivered more than 180 days after the close of the Issuer's Fiscal Year pursuant to Section 3(a) hereof). Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memorandums and official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

(b) The Issuer and each Obligated Person agree to supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The Issuer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Issuer, Obligated Persons and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Issuer, an Obligated Person or others as thereafter disseminated by the Dissemination Agent.

(c) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

5. Quarterly Reports.

(a) Each Obligated Person (other than the Issuer) shall provide an electronic copy of the Quarterly Report to the Dissemination Agent no later than fifteen (15) days prior to the Quarterly Filing Date. Promptly upon receipt of an electronic copy of the Quarterly Report, but in any event no later than the applicable Quarterly Filing Date, the Dissemination Agent shall provide a Quarterly Report to the Repository.
(b) Each Quarterly Report shall contain an update of the following information to the extent available with respect to such Obligated Person:

(i) The number and type of lots in the Assessment Area subject to the Assessments.

(ii) The number and type of lots owned in the Assessment Area by the Obligated Person.

(iii) The number and type of lots platted in the Assessment Area.

(iv) The number and type of lots under contract with homebuilders in the Assessment Area, if any.

(v) The number and type of lots closed with homebuilders in the Assessment Area and the name of the homebuilder, if any.

(vi) The number and type of homes under contract with homebuyers in the Assessment Area.

(vii) The number and type of homes closed with homebuyers (delivered to end users) in the Assessment Area.

(viii) Any change to the number or type of lots planned to be developed in the Assessment Area by the Obligated Person.

(ix) Materially adverse changes or determinations to permits/approvals for the development of the Assessment Area which necessitate changes to the land use plans of any Obligated Person.

(x) The occurrence of any new or modified mortgage debt on the land owned by the Obligated Person in the Assessment Area, including the amount and interest rate.

(c) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in an Assessment Area (a "Transferor Obligated Person") to a third party (a "Transferee"), which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Transferor Obligated Person hereby agrees to use its best efforts to contractually obligate such Transferee to agree to comply with the disclosure obligations of an Obligated Person hereunder for so long as such Transferee is an Obligated Person hereunder, to the same extent as if such Transferee were a party to this Disclosure Agreement (an "Assignment"). The Transferor Obligated Person shall notify the District and the Dissemination Agent in writing of any Transfer within five (5) Business Days of the occurrence thereof. Nothing herein shall be construed to relieve the Assessment Area One Developer from its obligations hereunder except to the extent a written Assignment from a Transferee is obtained and delivered to the Dissemination Agent and then only to the extent of such Assignment.
6. **Reporting of Listed Events.**

(a) This Section 6 shall govern the giving of notices of the occurrence of any of the following Listed Events:

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on the Series 2020 Reserve Account reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties,*

(v) Substitution of credit or liquidity providers, or their failure to perform;*

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) Modifications to rights of Bond holders, if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) Rating changes,*

(xii) Bankruptcy, insolvency, receivership or similar event of the Issuer or any Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person);

* Not applicable to the Bonds at their date of issuance.
Consummation of a merger, consolidation, or acquisition involving the Issuer or any Obligated Person or the sale of all or substantially all of the assets of the Issuer or any Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

Appointment of a successor or additional Trustee or the change of name of the Trustee, if material;

Incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material;

Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties;

Failure to provide (A) any Annual Report or Audited Financial Statements as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 4(a) of this Disclosure Agreement, or (B) any Quarterly Report that contains, in all material respects, the information required to be included therein under Section 5(b) of this Disclosure Agreement, which failure shall, in all cases, be deemed material under federal securities laws; and

Any amendment to the accounting principles to be followed in preparing financial statements as required pursuant to Section 4(a)(ix) hereof.

The Issuer shall give, or cause to be given, notice of the occurrence of any of the above subsection (a) Listed Events to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after its occurrence, with the exception of the Listed Events described in Section 6(a)(xvii) and (xviii), which notice will be given in a timely manner; provided however, that nothing herein shall be construed to mean that the Issuer is responsible for disclosing Listed Events that relate solely to an Obligated Person other than the Issuer, and such responsibility shall rely solely with the applicable Obligated Person. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below. Such notice by the Issuer to the Dissemination Agent shall identify the Listed Event that has occurred, include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is in compliance within the filing dates provided within this Section 6(b)).

Notwithstanding anything contained in Section 6(b) above, each Obligated Person other than the Issuer shall notify the Issuer and the Dissemination Agent of the occurrence of a Listed Event described in subsections (a)(x), (xii), (xiii), (xv) or (xvi) that has occurred with
respect to such Obligated Person in compliance with the notification and filing requirements provided in Section 6(b).

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with each Repository.

(e) The Assessment Area One Developer hereby represents and warrants that it has not previously entered into any continuing disclosure agreement in connection with a prior offering of securities in order to enable an underwriter of said securities to comply with the provisions of the Rule.

7. **Termination of Disclosure Agreement.** This Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

8. **Dissemination Agent.** Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the Issuer or the Dissemination Agent, the Issuer agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. The initial Dissemination Agent shall be 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 the agreement hereunder with the Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the Dissemination Agent and each Obligated Person.

9. **Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

Notwithstanding the above provisions of this Section 9, no amendment to the provisions of Section 5(b) hereof may be made without the consent of each Obligated Person other than the Issuer, if any.

10. **Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer or other Obligated Person chooses to include any information in any Annual Report, Quarterly Report or notice of occurrence
of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer or other Obligated Person shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Quarterly Report or notice of occurrence of a Listed Event.

11. **Default.** In the event of a failure of the Issuer, the Disclosure Representative, any Obligated Person or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Beneficial Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any beneficial owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Disclosure Representative, any Obligated Person or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement by any Obligated Person shall not be deemed a default by the Issuer hereunder and no default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Disclosure Representative, any Obligated Person, or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

12. **Duties of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement between the District, the Assessment Area One Developer and such Dissemination Agent. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. The District, each Obligated Person and the Disclosure Representative covenant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District, the Assessment Area One Developer and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, any Obligated Person or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA compliant format.

13. **Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Assessment Area One Developer, the Dissemination Agent, the Trustee, the Participating Underwriter and the Owners of the Bonds (the Dissemination Agent, the Trustee, Participating Underwriter and Owners of the Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.

14. **Tax Roll and Budget.** Upon the request of the Dissemination Agent, the Trustee or any Bondholder, the Issuer, through its District Manager, if applicable, agrees to provide such party with a certified copy of its most recent tax roll provided to the Charlotte County Tax Collector and the Issuer's most recent adopted budget.
15. **Governing Law.** The laws of the State of Florida and Federal law shall govern this Disclosure Agreement and venue shall be any state or federal court having jurisdiction in Charlotte County, Florida.

16. **Counterparts.** This Disclosure Agreement may be executed in several counterparts and by PDF signature and all of which shall constitute but one and the same instrument.

17. **Trustee Cooperation.** The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and the Issuer instructs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports readily available to and in the possession of the Trustee that the Dissemination Agent requests in writing.

18. **Binding Effect.** This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement. Notwithstanding the foregoing, as to the Assessment Area One Developer or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successor or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

[Signature Page Follows.]
IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

WEST PORT COMMUNITY DEVELOPMENT DISTRICT, AS ISSUER

By: ________________________________
    James P. Harvey, Chairman
    Board of Supervisors

ATTEST:

By: ________________________________
    Secretary

KLP WEST PORT LLC, AS ASSESSMENT AREA ONE DEVELOPER

By: ________________________________
    ___________________________, Manager

WRATHELL, HUNT AND ASSOCIATES, LLC, and its successors and assigns, AS DISSEMINATION AGENT

By: ________________________________
    ___________________________, ____________
    Name: ________________________________
    Title: ________________________________

CONSENTED TO AND AGREED TO BY:

DISTRICT MANAGER

WRATHELL, HUNT AND ASSOCIATES, LLC, AS DISTRICT MANAGER

By: ________________________________
    ___________________________, ____________
    Name: ________________________________
    Title: ________________________________
Acknowledged and agreed to for purposes of Sections 11, 13 and 17 only:

REGIONS BANK, AS TRUSTEE

By: ________________________________
Name: ______________________________
Title: ______________________________
FORM OF NOTICE TO REPOSITORIES OF FAILURE
TO FILE [ANNUAL REPORT]
[AUDITED FINANCIAL STATEMENTS][QUARTERLY REPORT]

Name of Issuer:  West Port Community Development District

Name of Bond Issue:  $_________ original aggregate principal amount of Special
Assessment Bonds, Series 2020 (Assessment Area One – 2020 Project)

Obligated Person(s):  West Port Community Development District;  
______________________.

Original Date of Issuance:  March __, 2020

CUSIP Numbers:  _________

NOTICE IS HEREBY GIVEN that the [Issuer][Obligated Person] has not provided an
[Annual Report] [Audited Financial Statements] [Quarterly Report] with respect to the above-
named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated
March __, 2020, by and between the Issuer, the Assessment Area One Developer and the
Dissemination Agent named therein. The [Issuer][Obligated Person] has advised the undersigned
that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will
be filed by ________________, 20____.

Dated: ________________

______________________, as Dissemination Agent

By: ________________________________
Name: ________________________________
Title: ________________________________

cc:  Issuer
    Trustee