

Board of Supervisors:

Michael Lawson - Chairman
Doug Draper - Vice Chairman
Courtney Mattern - Assistant Secretary
Lori Price - Assistant Secretary
Brittany Crutchfield - Assistant Secretary

District Staff:

Audette Bruce - District Manager
Brian Quillen - Operations Director
John Vericker - District Counsel
Tyson Waag - District Engineer

Brightwater Community Development District

Regular Meeting Meeting Agenda

Tuesday, September 22, 2026 at 2:00 P.M.

Hyatt Place Ft. Myers at the Forum, 2600 Champion Ring Road, Fort Myers, FL 33905

Teams Link: [Meeting Link](#)

Dial In: +1 312-667-7136

Meeting ID: 419 877 947#

Dear Supervisors:

A meeting of the Board of Supervisors of the Brightwater Community Development District is scheduled for **Tuesday, September 22, 2026, at 2:00 p.m.** at the **Hyatt Place Ft. Myers at the Forum, 2600 Champion Ring Road, Fort Myers, FL 33905**. The following is the agenda for this meeting for your review and consideration. The Advanced Meeting Package is a working document, and thus all materials are considered drafts. Any additional support material will be distributed at the meeting.

1. Roll Call
2. Audience Comments – (limited to 3 minutes per individual for agenda items)
3. Business Items
 - A. Consideration for Adoption – **Resolution 2026-18**, Designating Officers **Exhibit 1**
 - B. Consideration of Motion to Authorize Draw Against Revolving Line of Credit with Valley National Bank
4. Consent Agenda
 - A. Consideration for Approval – The Meeting Minutes of the Board of Supervisors Regular Meeting and Public Hearing Held on August 25, 2026 **Exhibit 2**
 - B. Consideration for Acceptance – The Unaudited July 2026 Financials **Exhibit 3**
 - C. Consideration for Acceptance – The Unaudited August 2026 Financials **Exhibit 4**
 - D. Ratification of Sunrise Landscape – North Entrance and Lift Station – \$1,182.50 **Exhibit 5**
 - E. Ratification of ECS Integrations – 50 Doorking Clickers - \$2,200.00 **Exhibit 6**
5. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. Field Operations

District Office:

Kai (*formerly Breeze/BreezeHome*)
2502 N. Rocky Point Dr.,
Suite 1000, Tampa, FL 33607

Meeting Location:

Hyatt Place Ft. Myers at the Forum
2600 Champion Ring Road
Fort Myers, FL 33905

Board of Supervisors:

Michael Lawson - Chairman
Doug Draper - Vice Chairman
Courtney Mattern - Assistant Secretary
Lori Price - Assistant Secretary
Brittany Crutchfield - Assistant Secretary

District Staff:

Audette Bruce - District Manager
Brian Quillen - Operations Director
John Vericker - District Counsel
Tyson Waag - District Engineer

D. District Manager

6. Supervisors Requests
7. Audience Comments – New Business – (limited to 3 minutes per individual for non-agenda items)
8. Adjournment

We look forward to seeing you at the meeting. In the meantime, if you have any questions or would like to obtain a copy of the full agenda, please do not hesitate to call us at 813-565-4663.

Sincerely,

Audette Bruce

District Manager

District Office:

Kai (*formerly Breeze/BreezeHome*)
2502 N. Rocky Point Dr.,
Suite 1000, Tampa, FL 33607

Meeting Location:

Hyatt Place Ft. Myers at the Forum
2600 Champion Ring Road
Fort Myers, FL 33905

EXHIBIT 1

AGENDA

RESOLUTION 2026-18

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF BRIGHTWATER
COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, Brightwater Community Development District (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in the Lee County, Florida; and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desires to designate the Officers of the District per F.S. 190.006(6).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF BRIGHTWATER COMMUNITY
DEVELOPMENT DISTRICT:**

1. The following persons are elected to the offices shown, to wit:

<u>Michael Lawson</u>	Chair
<u>Doug Draper</u>	Vice-Chair
<u></u>	Vice-Chair
<u>Audette Bruce</u>	Secretary
<u>Ken Joines</u>	Treasurer
<u>Sonia Valentin</u>	Assistant Treasurer
<u>Lauren Parsons</u>	Assistant Treasurer
<u>Courtney Mattern</u>	Assistant Secretary
<u>Lori Price</u>	Assistant Secretary
<u>Brittany Crutchfield</u>	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 22nd day of September 2026.

ATTEST:

**BRIGHTWATER
COMMUNITY DEVELOPMENT DISTRICT**

Name: _____
Secretary / Assistant Secretary

Michael S. Lawson
Chair of the Board of Supervisors

EXHIBIT 2

AGENDA

1 **MINUTES OF MEETING**

2 **BRIGHTWATER**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting and Public Hearing of the Board of Supervisors of the Brightwater
5 Community Development District was held on Tuesday, August 25, 2026 at 2:00 p.m. at Hyatt Place Ft.
6 Myers at the Forum, 2600 Champion Ring Road, Fort Myers, FL 33905.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Ms. Bruce called the meeting to order at 4: 26 p.m. and conducted roll call.

9 Present and constituting a quorum were:

10 Michael Lawson	Board Supervisor, Chairman
11 Lori Price	Board Supervisor, Assistant Secretary
12 Brittany Crutchfield	Board Supervisor, Assistant Secretary

13 Also, present was:

14 Audette Bruce	District Manager, Kai
15 Tyson Waag (via Teams)	District Engineer, Stantec

16 *The following is a summary of the discussions and actions taken at the August 25, 2026 Brightwater CDD*
17 *Board of Supervisors Regular Meeting and Public Hearing.*

18 **SECOND ORDER OF BUSINESS – Audience Comments– (limited to 3 minutes per individual on**
19 **agenda items)**

20 There was one audience member present and none online. No audience comments were made, and
21 the next item followed.

22 **THIRD ORDER OF BUSINESS – Business Items**

23 Mr. Lawson made a motion to add two walk-on items to the agenda: Supervisor Ray's resignation letter
24 and Ms. Mattern's email expressing interest in serving on the Board.

25 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved
26 **the addition of the two walk-on items to the agenda**, for the Brightwater Community Development
27 District.

28 A. Exhibit 1: FY 2026-2027 Budget Public Hearing

29 ➤ Open Public Hearing

- 30 • Exhibit 1: Affidavit of Publication – July 24 & 31, 2026

31 On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board
32 opened **the FY 2026-2027 Budget Public Hearing**, for the Brightwater Community Development District.

33 ➤ Exhibit 2: Presentation of the FY 2026-2027 Budget

34 Mr. Lawson provided a brief overview of the budget.

35 ➤ Public Comments

36 ➤ Close Public Hearing

37 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board closed **the**
38 **FY 2026-2027 Budget Public Hearing**, for the Brightwater Community Development District.

B. Exhibit 3: Consideration for Adoption – **Resolution 2026-15**, Adopting FY 2026-2027 Budget

➤ Exhibit A: FY 2026-2027 Adopted Budget

On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board adopted **the Resolution 2026-15, Adopting FY 2026-2027 Budget**, for the Brightwater Community Development District.

C. FY 2026-2027 Levying O&M Assessments Public Hearing

➤ Open Public Hearing

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board opened **the FY 2026-2027 Levying O&M Assessments Public Hearing**, for the Brightwater Community Development District.

➤ Public Comments

➤ Close Public Hearing

On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board closed **the FY 2026-2027 Levying O&M Assessments Public Hearing**, for the Brightwater Community Development District.

D. Exhibit 4: Consideration for Adoption – **Resolution 2026-16**, Imposing and Levying the O&M Assessments for the FY 2026-2027 Budget

➤ Exhibit A: FY 2026-2027 Budget

➤ Exhibit B: Form of Budget Funding Agreement with Developer

- Affidavit for Anti-Human Trafficking

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adopted **the Resolution 2026-16, Imposing and Levying the O&M Assessments for the FY 2026-2027 Budget**, and the Form of Budget Funding Agreement, both in substantial form and subject to further refinements by District Counsel, and authorized the Chairman to execute the Resolution and Agreement once finalized, for the Brightwater Community Development District.

E. Exhibit 5: Consideration for Adoption – **Resolution 2026-17**, Adopting the FY 2026-2027 Meeting Schedule

On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board adopted **the Resolution 2026-17, Adopting the FY 2026-2027 Meeting Schedule**, for the Brightwater Community Development District.

FOURTH ORDER OF BUSINESS – Consent Agenda

A. Exhibit 6: Consideration for Approval – The Meeting Minutes of the Board of Supervisors Regular Meeting Held on May 26, 2026

B. Exhibit 7: Consideration for Acceptance – The Unaudited April 2026 Financials

C. Exhibit 8: Consideration for Acceptance – The Unaudited May 2026 Financials

D. Exhibit 9: Consideration for Acceptance – The Unaudited June 2026 Financials

E. Exhibit 10: Ratification of Sunrise Landscape – Pritchett Parkway Wall Refresh – \$13,815.00

F. Exhibit 11: Ratification of Sunrise Landscape – Addendum to Maintenance Contract - \$780.00 monthly addition

G. Exhibit 12: Ratification of Sunrise Landscape – Remote Cellular Communication Installation - \$1,761.10

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved **items A through G under the Consent Agenda**, for the Brightwater Community Development District.

FIFTH ORDER OF BUSINESS – Staff Reports

A. District Counsel

There being no other report, the next item followed.

B. District Engineer

There being no other report, the next item followed.

C. Field Operations

➤ Exhibit 13: Field Report – August 2026

D. District Manager

SIXTH ORDER OF BUSINESS – Supervisors Requests

Ms. Bruce asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Mr. Lawson made a motion to adjourn the meeting.

On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board **adjourned the meeting at 4:34 p.m.**, for the Brightwater Community Development District.

The Board made a motion to reopen the meeting to address the two walk-on items.

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved **the Reopening of the Meeting at 4:35 p.m.**, for the Brightwater Community Development District.

Ms. Bruce presented the first walk-on item.

On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board approved **the Resignation Letter of Supervisor Ray**, for the Brightwater Community Development District.

Ms. Bruce presented the second walk-on item

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved **the Appointment of Ms. Mattern to Replace the Board Seat**, for the Brightwater Community Development District.

SEVENTH ORDER OF BUSINESS – Audience Comments - New Business- (limited to 3 minutes per individual for non-agenda items)

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS – Adjournment

110 As Ms. Bruce had previously called for final questions, comments, or corrections, Mr. Lawson
 111 made a motion to adjourn the meeting.

112 On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board
 113 **adjourned the meeting**, for the Brightwater Community Development District.

114 **Each person who decides to appeal any decision made by the Board with respect to any matter considered*
 115 *at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made,*
 116 *including the testimony and evidence upon which such appeal is to be based.*

117 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
 118 **meeting held on _____.**

119

 Signature

 Signature

120

 Printed Name

 Printed Name

121 **Title:** ☐ **Secretary** ☐ **Assistant Secretary**

Title: ☐ **Chairman** ☐ **Vice Chairman**

EXHIBIT 3

AGENDA



Financial Reporting Package

Brightwater Community Development District

Period Ending: 07/31/2026

Brightwater Community Development District

Balance Sheet as of 7/31/2026

Assets	Operating	301 - Debt Service 2021 (AA1) Fund	302 - Debt Service 2024 (AA2) Fund	Total
Cash - Operating				
101001 - Operating VNB #4011	\$11,231.17			\$11,231.17
Total Cash - Operating	\$11,231.17			\$11,231.17
Cash - Money Market, Reserves and Other				
101201 - Reserve BU #5869	\$7,387.38			\$7,387.38
Total Cash - Money Market, Reserves and Other	\$7,387.38			\$7,387.38
Accounts Receivable & Other Assets				
115100 - Accounts Receivable - Other	\$1,563.14			\$1,563.14
155000 - Prepaid Items	\$5,496.10			\$5,496.10
156900 - Deposits - Non-Current	\$20,200.00			\$20,200.00
Total Accounts Receivable & Other Assets	\$27,259.24			\$27,259.24
Investments				
151100 - Series 2021 (AA1) Revenue Account		\$6,036.43		\$6,036.43
151103 - Series 2021 (AA1) Prepayment Account		\$607.50		\$607.50
151104 - Series 2021 (AA1) Debt Service Reserve Account		\$518,092.50		\$518,092.50
151200 - Series 2024 (AA2) Revenue Account			\$6,186.10	\$6,186.10
151204 - Series 2024 (AA2) Debt Service Reserve Account			\$537,912.51	\$537,912.51

Brightwater Community Development District

Balance Sheet as of 7/31/2026

Total Investments						
		\$524,736.43	\$544,098.61			\$1,068,835.04
Total Assets						
	\$45,877.79	\$524,736.43	\$544,098.61			\$1,114,712.83
Liabilities / Equity	Operating	301 - Debt Service 2021 (AA1) Fund	302 - Debt Service 2024 (AA2) Fund	501 - Acquisition & Construction 2021 (AA1) Fund	502 - Acquisition & Construction 2024 (AA2) Fund	Total
Current Liability						
202000 - Accounts Payable	\$102,380.55					\$102,380.55
218000 - Accrued Expenses	\$1,486.50					\$1,486.50
Total Current Liability	\$103,867.05					\$103,867.05
Fund Balance						
280000 - Fund Balance - Nonspendable	\$25,696.10					\$25,696.10
281000 - Fund Balance - Restricted	\$7,053.00	\$529,797.75	\$558,476.12	\$17.83	\$3,159,281.42	\$4,254,626.12
284000 - Fund Balance - Unassigned	\$6,949.93					\$6,949.93
Total Fund Balance	\$39,699.03	\$529,797.75	\$558,476.12	\$17.83	\$3,159,281.42	\$4,287,272.15
Net Change in Fund Balance						
33750 - Net Income	(\$97,688.29)	(\$5,061.32)	(\$14,377.51)	(\$17.83)	(\$3,159,281.42)	(\$3,276,426.37)
Total Net Change in Fund Balance	(\$97,688.29)	(\$5,061.32)	(\$14,377.51)	(\$17.83)	(\$3,159,281.42)	(\$3,276,426.37)
Total Liabilities / Equity	\$45,877.79	\$524,736.43	\$544,098.61	-	-	\$1,114,712.83

Brightwater Community Development District

Statement of Revenues and Expenses 7/1/2026 - 7/31/2026

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Income							
325201 - Special Assessments - On-Roll	-	9,432.59	(9,432.59)	115,747.40	94,325.90	21,421.50	113,191.03
325202 - Special Assessments - Off-Roll	-	50,180.09	(50,180.09)	61,276.93	501,800.90	(440,523.97)	602,161.05
361100 - Interest	32.81	-	32.81	1,020.35	-	1,020.35	-
369900 - Miscellaneous Revenues	-	-	-	1,134.82	-	1,134.82	-
Total Income	32.81	59,612.68	(59,579.87)	179,179.50	596,126.80	(416,947.30)	715,352.08
Other Financing Sources							
384011 - Gap Loan Proceeds - Other Financing Source	-	-	-	184,180.00	184,180.00	-	184,180.00
Total Other Financing Sources	-	-	-	184,180.00	184,180.00	-	184,180.00
Total Income	32.81	59,612.68	(59,579.87)	363,359.50	780,306.80	(416,947.30)	899,532.08

Operating Expense

General Administration							
513001 - P/R - Board Of Supervisors	-	1,000.00	1,000.00	7,600.00	10,000.00	2,400.00	12,000.00
513002 - Payroll Taxes	-	50.00	50.00	581.40	500.00	(81.40)	600.00
513003 - Payroll Processing Fees	-	41.67	41.67	450.00	416.70	(33.30)	500.00
513101 - Professional Services - Management Consulting Services	4,000.00	4,000.00	-	40,000.00	40,000.00	-	48,000.00
513105 - Professional Services - Administrative Service	300.00	300.00	-	3,000.00	3,000.00	-	3,600.00
513106 - Professional Services - Auditing Services	-	316.67	316.67	-	3,166.70	3,166.70	3,800.00
513107 - Professional Services - Engineering Services	-	416.67	416.67	2,780.00	4,166.70	1,386.70	5,000.00
513108 - Professional Services - Legal Services	1,252.50	583.33	(669.17)	22,929.31	5,833.30	(17,096.01)	7,000.00
513201 - Legal Advertisements	229.69	275.00	45.31	1,380.32	2,750.00	1,369.68	3,300.00
513202 - Insurance	2,030.65	2,916.67	886.02	20,139.31	29,166.70	9,027.39	35,000.00
513204 - Regulatory And Permit Fees	-	14.58	14.58	175.00	145.80	(29.20)	175.00
513205 - Bank Fees	-	25.00	25.00	84.89	250.00	165.11	300.00
513206 - Travel Per Diem	-	62.50	62.50	993.14	625.00	(368.14)	750.00
513207 - Meeting Room Rental	189.50	120.00	(69.50)	1,449.50	1,200.00	(249.50)	1,440.00
513209 - Website Compliance (dev & hosting)	41.67	167.92	126.25	1,931.70	1,679.20	(252.50)	2,015.00
513901 - Administrative Contingency	7.96	1,708.33	1,700.37	174.72	17,083.30	16,908.58	20,500.00
517101 - Dissemination Agent	668.75	1,041.67	372.92	11,162.50	10,416.70	(745.80)	12,500.00
Total General Administration	8,720.72	13,040.01	4,319.29	114,831.79	130,400.10	15,568.31	156,480.00
Debt Administration							
517102 - Trustee Fees	-	771.86	771.86	5,567.09	7,718.60	2,151.51	9,262.26
517103 - Arbitrage	-	79.17	79.17	-	791.70	791.70	950.00
517201 - Gap Loan Repayment	-	-	-	65,380.15	(184,180.00)	(249,560.15)	(184,180.00)
517202 - Gap Loan Required Reserve	-	-	-	7,053.00	(7,053.00)	(14,106.00)	(7,053.00)

Brightwater Community Development District

Statement of Revenues and Expenses 7/1/2026 - 7/31/2026

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expense							
517203 - Gap Loan - Cost Of Issuance	-	445.08	445.08	5,341.00	4,450.80	(890.20)	5,341.00
517204 - Gap Loan Interest	-	588.16	588.16	4,619.85	5,881.60	1,261.75	7,057.95
Total Debt Administration	-	1,884.27	1,884.27	87,961.09	(172,390.30)	(260,351.39)	(168,621.79)
Security							
529101 - Contracts - Security Personnel	-	2,000.00	2,000.00	-	20,000.00	20,000.00	24,000.00
529102 - Contracts - Security Cameras & Monitoring Equipment	-	300.00	300.00	-	3,000.00	3,000.00	3,600.00
529201 - R&M Cameras And Monitoring	-	2,250.00	2,250.00	-	22,500.00	22,500.00	27,000.00
529202 - R&M - Gates	-	1,000.00	1,000.00	-	10,000.00	10,000.00	12,000.00
529301 - Key Fob / Entry System	-	666.67	666.67	-	6,666.70	6,666.70	8,000.00
Total Security	-	6,216.67	6,216.67	-	62,166.70	62,166.70	74,600.00
Utilities							
531101 - Electricity (Irrigation & Pond Pumps) Service Address Meter #01	-	608.33	608.33	-	6,083.30	6,083.30	7,300.00
531201 - Streetpole Lighting	2,917.20	8,479.17	5,561.97	31,054.10	84,791.70	53,737.60	101,750.00
533101 - Water	-	675.00	675.00	1,785.62	6,750.00	4,964.38	8,100.00
Total Utilities	2,917.20	9,762.50	6,845.30	32,839.72	97,625.00	64,785.28	117,150.00
Flood Control/Stormwater Management							
538101 - Contracts - Aquatic Maintenance	1,256.47	1,658.67	402.20	12,178.14	16,586.70	4,408.56	19,904.08
538102 - Contracts - Wetland Monitoring	6,690.78	2,208.82	(4,481.96)	26,505.78	22,088.20	(4,417.58)	26,505.78
538301 - R&M - Ponds	-	833.33	833.33	-	8,333.30	8,333.30	10,000.00
Total Flood Control/Stormwater Management	7,947.25	4,700.82	(3,246.43)	38,683.92	47,008.20	8,324.28	56,409.86
Common Areas & Right of Ways							
539001 - Professional Services - Comprehensive Field Services	1,250.00	1,250.00	-	12,500.00	12,500.00	-	15,000.00
539101 - Contracts - Landscaping Maintenance	10,492.00	11,666.66	1,174.66	106,298.00	116,666.60	10,368.60	139,999.96
539105 - Contract - Pet Waste	-	666.67	666.67	-	6,666.70	6,666.70	8,000.00
539201 - Landscape Replacement & Replenishment	-	1,666.67	1,666.67	31,715.00	16,666.70	(15,048.30)	20,000.00
539202 - Landscape - Mulch	-	1,666.67	1,666.67	21,750.00	16,666.70	(5,083.30)	20,000.00
539301 - R&M - Irrigation	2,033.87	1,875.00	(158.87)	7,058.27	18,750.00	11,691.73	22,500.00
539402 - Misc - Holiday Lights & Decorations	-	2,083.33	2,083.33	-	20,833.30	20,833.30	25,000.00
539990 - Physical Environment Contingency	657.00	2,545.67	1,888.67	7,410.00	25,456.70	18,046.70	30,548.00
Total Common Areas & Right of Ways	14,432.87	23,420.67	8,987.80	186,731.27	234,206.70	47,475.43	281,047.96
Total Expense	34,018.04	59,024.94	25,006.90	461,047.79	399,016.40	(62,031.39)	517,066.03
Operating Net Total	(33,985.23)	587.74	(34,572.97)	(97,688.29)	381,290.40	(478,978.69)	382,466.05

Brightwater Community Development District

Statement of Revenues and Expenses 7/1/2026 - 7/31/2026

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
301 - Debt Service 2021 (AA1) Fund Income							
Income							
325201 - Special Assessments - On-Roll	-	5,940.02	(5,940.02)	72,890.08	59,400.20	13,489.88	71,280.24
325202 - Special Assessments - Off-Roll	-	37,234.36	(37,234.36)	426,971.10	372,343.60	54,627.50	446,812.26
361100 - Interest	1,439.14	-	1,439.14	15,487.50	-	15,487.50	-
Total Income	1,439.14	43,174.38	(41,735.24)	515,348.68	431,743.80	83,604.88	518,092.50
Total Income	1,439.14	43,174.38	(41,735.24)	515,348.68	431,743.80	83,604.88	518,092.50

301 - Debt Service 2021 (AA1) Fund Expense

Debt Administration							
517301 - Principal Debt Retirement	-	-	-	210,000.00	210,000.00	-	210,000.00
517311 - Interest Expense	-	-	-	310,410.00	307,916.25	(2,493.75)	307,916.25
Total Debt Administration	-	-	-	520,410.00	517,916.25	(2,493.75)	517,916.25
Total Expense	-	-	-	520,410.00	517,916.25	(2,493.75)	517,916.25
301 - Debt Service 2021 (AA1) Fund Net Total	1,439.14	43,174.38	(41,735.24)	(5,061.32)	(86,172.45)	81,111.13	176.25

Brightwater Community Development District

Statement of Revenues and Expenses 7/1/2026 - 7/31/2026

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
302 - Debt Service 2024 (AA2) Fund Income							
Income							
325202 - Special Assessments - Off-Roll	-	44,826.04	(44,826.04)	505,545.15	448,260.40	57,284.75	537,912.51
361100 - Interest	1,492.24	-	1,492.24	16,097.06	-	16,097.06	-
Total Income	1,492.24	44,826.04	(43,333.80)	521,642.21	448,260.40	73,381.81	537,912.51
Total Income	1,492.24	44,826.04	(43,333.80)	521,642.21	448,260.40	73,381.81	537,912.51
302 - Debt Service 2024 (AA2) Fund Expense							
Debt Administration							
517301 - Principal Debt Retirement	-	-	-	110,000.00	110,000.00	-	110,000.00
517311 - Interest Expense	-	-	-	425,993.76	423,491.26	(2,502.50)	423,491.26
Total Debt Administration	-	-	-	535,993.76	533,491.26	(2,502.50)	533,491.26
Other Financing Uses							
581000 - Inter-Fund Transfer Out	-	-	-	25.96	-	(25.96)	-
Total Other Financing Uses	-	-	-	25.96	-	(25.96)	-
Total Expense	-	-	-	536,019.72	533,491.26	(2,528.46)	533,491.26
302 - Debt Service 2024 (AA2) Fund Net Total	1,492.24	44,826.04	(43,333.80)	(14,377.51)	(85,230.86)	70,853.35	4,421.25

Brightwater Community Development District

Statement of Revenues and Expenses 7/1/2026 - 7/31/2026

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
501 - Acquisition & Construction 2021 (AA1) Fund Income							
Income							
361100 - Interest	-	-	-	.27	-	.27	-
Total Income	-	-	-	.27	-	.27	-
Total Income	-	-	-	.27	-	.27	-

501 - Acquisition & Construction 2021 (AA1) Fund Expense

Common Areas & Right of Ways

539999 - Construction in Progress	-	-	-	18.10	-	(18.10)	-
Total Common Areas & Right of Ways	-	-	-	18.10	-	(18.10)	-
Total Expense	-	-	-	18.10	-	(18.10)	-
501 - Acquisition & Construction 2021 (AA1) Fund Net Total	-	-	-	(17.83)	-	(17.83)	-

Brightwater Community Development District

Statement of Revenues and Expenses 7/1/2026 - 7/31/2026

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
502 - Acquisition & Construction 2024 (AA2) Fund Income							
Income							
361100 - Interest	-	-	-	71,408.90	-	71,408.90	-
Total Income	-	-	-	71,408.90	-	71,408.90	-
Other Financing Sources							
381000 - Inter-Fund Transfer In	-	-	-	25.96	-	25.96	-
Total Other Financing Sources	-	-	-	25.96	-	25.96	-
Total Income	-	-	-	71,434.86	-	71,434.86	-
502 - Acquisition & Construction 2024 (AA2) Fund Expense							
Common Areas & Right of Ways							
539999 - Construction in Progress	-	-	-	3,230,716.28	-	(3,230,716.28)	-
Total Common Areas & Right of Ways	-	-	-	3,230,716.28	-	(3,230,716.28)	-
Total Expense	-	-	-	3,230,716.28	-	(3,230,716.28)	-
502 - Acquisition & Construction 2024 (AA2) Fund Net Total	-	-	-	(3,159,281.42)	-	(3,159,281.42)	-
Net Total	(31,053.85)	88,588.16	(119,642.01)	(3,276,426.37)	209,887.09	(3,486,313.46)	387,063.55

Brightwater Community Development District

Bank Register Report 7/1/2026 - 7/31/2026

Date	Description	Type	R	Check No	Amount
Operating VNB #4011					
	Balance as of 7/1/2026				\$13,227.64
7/3/2026	IPFS Corporation	Invoice (Expense/AutoDraft)	R		(\$2,028.65)
7/31/2026	July Interest	Interest	R	ACH	\$32.18
Total					(\$1,996.47)
Balance as of 7/31/2026					\$11,231.17
Reserve BU #5869					
	Balance as of 7/1/2026				\$7,386.75
7/31/2026	July Interest	Interest	R	ACH	\$0.63
Total					\$0.63
Balance as of 7/31/2026					\$7,387.38
Trust 2021 (AA1) Debt Service Reserve Account					
	Balance as of 7/1/2026				\$518,092.50
7/1/2026	July Interest	Interest	R	ACH	\$1,424.96
7/2/2026	Transfer to Trust 2021 (AA1) Revenue Account - ransfer from Another Account via Transfer, INCOME TRANSFER FROM 215517004 DEBT SVC RESERVE ACCT EARNINGS TO REVENUE ACCT	Transfer Out	R	ACH	(\$1,424.96)
Total					\$0.00
Balance as of 7/31/2026					\$518,092.50
Trust 2021 (AA1) Prepayment Account					
	Balance as of 7/1/2026				\$607.50
7/1/2026	July Interest	Interest	R	ACH	\$1.67
7/2/2026	Transfer to Trust 2021 (AA1) Revenue Account - ransfer from Another Account via Transfer, INCOME TRANSFER FROM 215517003	Transfer Out	R	ACH	(\$1.67)
Total					\$0.00
Balance as of 7/31/2026					\$607.50
Trust 2021 (AA1) Revenue Account					
	Balance as of 7/1/2026				\$4,597.29
7/1/2026	July Interest	Interest	R	ACH	\$12.51
7/2/2026	Transfer from Trust 2021 (AA1) Prepayment Account - ransfer from Another Account via Transfer, INCOME TRANSFER FROM 215517003	Transfer In	R	ACH	\$1.67
7/2/2026	Transfer from Trust 2021 (AA1) Debt Service Reserve Account - ransfer from Another Account via Transfer, INCOME TRANSFER FROM 215517004 DEBT SVC RESERVE ACCT EARNINGS TO REVENUE ACCT	Transfer In	R	ACH	\$1,424.96

Brightwater Community Development District

Bank Register Report 7/1/2026 - 7/31/2026

Date	Description	Type	R	Check No	Amount
Total					\$1,439.14
Balance as of 7/31/2026					\$6,036.43
Trust 2024 (AA2) Debt Service Reserve Account					
Balance as of 7/1/2026					\$537,912.51
7/1/2026	July Interest	Interest	R	ACH	\$1,479.47
7/2/2026	Transfer to Trust 2024 (AA2) Revenue Account - Transfer from Another Account via Transfer, INCOME TRANSFER FROM 278081004	Transfer Out	R	ACH	(\$1,479.47)
Total					\$0.00
Balance as of 7/31/2026					\$537,912.51
Trust 2024 (AA2) Revenue Account					
Balance as of 7/1/2026					\$4,693.86
7/1/2026	July Interest	Interest	R	ACH	\$12.77
7/2/2026	Transfer from Trust 2024 (AA2) Debt Service Reserve Account - Transfer from Another Account via Transfer, INCOME TRANSFER FROM 278081004	Transfer In	R	ACH	\$1,479.47
Total					\$1,492.24
Balance as of 7/31/2026					\$6,186.10

Brightwater Community Development District

Bank Account Reconciliation for Period 7/31/2026

Reconciliation Summary

Bank Account	Bank Bal.	Uncleared Items	Adj. Balance	Book Balance	Status
Operating VNB #4011	11,479.67	-248.50	11,231.17	11,231.17	Balanced
Reserve BU #5869	7,387.38	0.00	7,387.38	7,387.38	Balanced
Trust 2021 (AA1) Revenue Account	6,036.43	0.00	6,036.43	6,036.43	Balanced
Trust 2021 (AA1) Sinking Fund Account	0.00	0.00	0.00	0.00	Balanced
Trust 2021 (AA1) Interest Account	0.00	0.00	0.00	0.00	Balanced
Trust 2021 (AA1) Prepayment Account	607.50	0.00	607.50	607.50	Balanced
Trust 2021 (AA1) Debt Service Reserve Account	518,092.50	0.00	518,092.50	518,092.50	Balanced
Trust 2021 (AA1) Acquisition & Construction Account	0.00	0.00	0.00	0.00	Balanced
Trust 2021 (AA1) Restricted Acq. & Constr. Account	0.00	0.00	0.00	0.00	Balanced
Trust 2024 (AA2) Revenue Account	6,186.10	0.00	6,186.10	6,186.10	Balanced
Trust 2024 (AA2) Sinking Fund Account	0.00	0.00	0.00	0.00	Balanced
Trust 2024 (AA2) Interest Account	0.00	0.00	0.00	0.00	Balanced
Trust 2024 (AA2) Prepayment Account	0.00	0.00	0.00		Balanced
Trust 2024 (AA2) Debt Service Reserve Account	537,912.51	0.00	537,912.51	537,912.51	Balanced
Trust 2024 (AA2) Acquisition & Construction Account	0.00	0.00	0.00	0.00	Balanced
Trust 2024 (AA2) Capitalized Interest Account	0.00	0.00	0.00	0.00	Balanced

Unreconciled Items

Date	Description	Check No	Amount
Operating VNB #4011			
4/30/2026	Ira D Draper - BOS MTG 04/30/2026	46	-248.50
Total Operating VNB #4011			-248.50

Reconciled Items

Brightwater Community Development District

Bank Account Reconciliation for Period 7/31/2026

Date	Description	Check No	Amount
Operating VNB #4011			
7/31/2026	July Interest		32.18
6/25/2026	Solitude Lake Management, LLC	10011	-1,208.15
7/3/2026	IPFS Corporation		-2,028.65
Total Operating VNB #4011			-3,204.62

Reserve BU #5869

7/31/2026	July Interest		0.63
Total Reserve BU #5869			0.63

Trust 2021 (AA1) Debt Service Reserve Account

7/1/2026	July Interest		1,424.96
7/2/2026	Transfer to Trust 2021 (AA1) Revenue Account - ransfer from Another Account via Transfer, INCOME TRANSFER FROM 215517004 DEBT SVC RESERVE ACCT EARNINGS TO REVENUE ACCT		-1,424.96
Total Trust 2021 (AA1) Debt Service Reserve Account			0.00

Trust 2021 (AA1) Prepayment Account

7/1/2026	July Interest		1.67
7/2/2026	Transfer to Trust 2021 (AA1) Revenue Account - ransfer from Another Account via Transfer, INCOME TRANSFER FROM 215517003		-1.67
Total Trust 2021 (AA1) Prepayment Account			0.00

Trust 2021 (AA1) Revenue Account

7/1/2026	July Interest		12.51
7/2/2026	Transfer from Trust 2021 (AA1) Prepayment Account - ransfer from Another Account via Transfer, INCOME TRANSFER FROM 215517003		1.67
7/2/2026	Transfer from Trust 2021 (AA1) Debt Service Reserve Account - ransfer from Another Account via Transfer, INCOME TRANSFER FROM 215517004 DEBT SVC RESERVE ACCT EARNINGS TO REVENUE ACCT		1,424.96
Total Trust 2021 (AA1) Revenue Account			1,439.14

Trust 2024 (AA2) Debt Service Reserve Account

7/1/2026	July Interest		1,479.47
7/2/2026	Transfer to Trust 2024 (AA2) Revenue Account - Transfer from Another Account via Transfer, INCOME TRANSFER FROM 278081004		-1,479.47
Total Trust 2024 (AA2) Debt Service Reserve Account			0.00

Brightwater Community Development District

Bank Account Reconciliation for Period 7/31/2026

Date	Description	Check No	Amount
Trust 2024 (AA2) Revenue Account			
7/1/2026	July Interest		12.77
7/2/2026	Transfer from Trust 2024 (AA2) Debt Service Reserve Account - Transfer from Another Account via Transfer, INCOME TRANSFER FROM 278081004		1,479.47
Total Trust 2024 (AA2) Revenue Account			1,492.24

EXHIBIT 4

AGENDA



Financial Reporting Package

Brightwater Community Development District

Period Ending: 08/31/2026

Brightwater Community Development District

Balance Sheet as of 8/31/2026

Assets	Operating	301 - Debt Service 2021 (AA1) Fund	302 - Debt Service 2024 (AA2) Fund	Total
Cash - Operating				
101001 - Operating VNB #4011	\$8,662.58			\$8,662.58
Total Cash - Operating	\$8,662.58			\$8,662.58
Cash - Money Market, Reserves and Other				
101201 - Reserve BU #5869	\$5,359.21			\$5,359.21
Total Cash - Money Market, Reserves and Other	\$5,359.21			\$5,359.21
Accounts Receivable & Other Assets				
115100 - Accounts Receivable - Other	\$750.00			\$750.00
155000 - Prepaid Items	\$2,736.01			\$2,736.01
156900 - Deposits - Non-Current	\$20,200.00			\$20,200.00
Total Accounts Receivable & Other Assets	\$23,686.01			\$23,686.01
Investments				
151100 - Series 2021 (AA1) Revenue Account		\$7,527.63		\$7,527.63
151103 - Series 2021 (AA1) Prepayment Account		\$607.50		\$607.50
151104 - Series 2021 (AA1) Debt Service Reserve Account		\$518,092.50		\$518,092.50
151200 - Series 2024 (AA2) Revenue Account			\$7,732.32	\$7,732.32
151204 - Series 2024 (AA2) Debt Service Reserve Account			\$537,912.51	\$537,912.51

Brightwater Community Development District

Balance Sheet as of 8/31/2026

Total Investments		\$526,227.63	\$545,644.83			\$1,071,872.46
Total Assets	\$37,707.80	\$526,227.63	\$545,644.83			\$1,109,580.26
Liabilities / Equity	Operating	301 - Debt Service 2021 (AA1) Fund	302 - Debt Service 2024 (AA2) Fund	501 - Acquisition & Construction 2021 (AA1) Fund	502 - Acquisition & Construction 2024 (AA2) Fund	Total
Current Liability						
202000 - Accounts Payable	\$126,345.73					\$126,345.73
218000 - Accrued Expenses	\$1,306.50					\$1,306.50
Total Current Liability	\$127,652.23					\$127,652.23
Fund Balance						
280000 - Fund Balance - Nonspendable	\$22,936.01					\$22,936.01
281000 - Fund Balance - Restricted	\$7,053.00	\$529,797.75	\$558,476.12	\$17.83	\$3,159,281.42	\$4,254,626.12
284000 - Fund Balance - Unassigned	\$9,710.02					\$9,710.02
Total Fund Balance	\$39,699.03	\$529,797.75	\$558,476.12	\$17.83	\$3,159,281.42	\$4,287,272.15
Net Change in Fund Balance						
33750 - Net Income	(\$129,643.46)	(\$3,570.12)	(\$12,831.29)	(\$17.83)	(\$3,159,281.42)	(\$3,305,344.12)
Total Net Change in Fund Balance	(\$129,643.46)	(\$3,570.12)	(\$12,831.29)	(\$17.83)	(\$3,159,281.42)	(\$3,305,344.12)
Total Liabilities / Equity	\$37,707.80	\$526,227.63	\$545,644.83	-	-	\$1,109,580.26

Brightwater Community Development District

Statement of Revenues and Expenses 8/1/2026 - 8/31/2026

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Income							
325201 - Special Assessments - On-Roll	-	9,432.59	(9,432.59)	115,747.40	103,758.49	11,988.91	113,191.03
325202 - Special Assessments - Off-Roll	-	50,180.09	(50,180.09)	61,276.93	551,980.99	(490,704.06)	602,161.05
361100 - Interest	30.21	-	30.21	1,050.56	-	1,050.56	-
369900 - Miscellaneous Revenues	-	-	-	1,134.82	-	1,134.82	-
Total Income	30.21	59,612.68	(59,582.47)	179,209.71	655,739.48	(476,529.77)	715,352.08
Other Financing Sources							
384011 - Gap Loan Proceeds - Other Financing Source	-	-	-	184,180.00	184,180.00	-	184,180.00
Total Other Financing Sources	-	-	-	184,180.00	184,180.00	-	184,180.00
Total Income	30.21	59,612.68	(59,582.47)	363,389.71	839,919.48	(476,529.77)	899,532.08

Operating Expense

General Administration							
513001 - P/R - Board Of Supervisors	1,600.00	1,000.00	(600.00)	9,200.00	11,000.00	1,800.00	12,000.00
513002 - Payroll Taxes	122.40	50.00	(72.40)	703.80	550.00	(153.80)	600.00
513003 - Payroll Processing Fees	50.00	41.67	(8.33)	500.00	458.37	(41.63)	500.00
513101 - Professional Services - Management Consulting Services	4,000.00	4,000.00	-	44,000.00	44,000.00	-	48,000.00
513105 - Professional Services - Administrative Service	300.00	300.00	-	3,300.00	3,300.00	-	3,600.00
513106 - Professional Services - Auditing Services	-	316.67	316.67	-	3,483.37	3,483.37	3,800.00
513107 - Professional Services - Engineering Services	328.50	416.67	88.17	3,108.50	4,583.37	1,474.87	5,000.00
513108 - Professional Services - Legal Services	-	583.33	583.33	22,929.31	6,416.63	(16,512.68)	7,000.00
513201 - Legal Advertisements	78.75	275.00	196.25	1,459.07	3,025.00	1,565.93	3,300.00
513202 - Insurance	2,028.65	2,916.67	888.02	22,167.96	32,083.37	9,915.41	35,000.00
513204 - Regulatory And Permit Fees	-	14.58	14.58	175.00	160.38	(14.62)	175.00
513205 - Bank Fees	-	25.00	25.00	84.89	275.00	190.11	300.00
513206 - Travel Per Diem	112.40	62.50	(49.90)	1,105.54	687.50	(418.04)	750.00
513207 - Meeting Room Rental	11.70	120.00	108.30	1,461.20	1,320.00	(141.20)	1,440.00
513209 - Website Compliance (dev & hosting)	41.67	167.92	126.25	1,973.37	1,847.12	(126.25)	2,015.00
513901 - Administrative Contingency	2.50	1,708.33	1,705.83	177.22	18,791.63	18,614.41	20,500.00
517101 - Dissemination Agent	668.75	1,041.67	372.92	11,831.25	11,458.37	(372.88)	12,500.00
Total General Administration	9,345.32	13,040.01	3,694.69	124,177.11	143,440.11	19,263.00	156,480.00
Debt Administration							
517102 - Trustee Fees	1,683.59	771.86	(911.73)	7,250.68	8,490.46	1,239.78	9,262.26
517103 - Arbitrage	-	79.17	79.17	-	870.87	870.87	950.00
517201 - Gap Loan Repayment	-	-	-	65,380.15	(184,180.00)	(249,560.15)	(184,180.00)
517202 - Gap Loan Required Reserve	-	-	-	7,053.00	(7,053.00)	(14,106.00)	(7,053.00)

Brightwater Community Development District

Statement of Revenues and Expenses 8/1/2026 - 8/31/2026

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expense							
517203 - Gap Loan - Cost Of Issuance	-	445.08	445.08	5,341.00	4,895.88	(445.12)	5,341.00
517204 - Gap Loan Interest	-	588.16	588.16	4,619.85	6,469.76	1,849.91	7,057.95
Total Debt Administration	1,683.59	1,884.27	200.68	89,644.68	(170,506.03)	(260,150.71)	(168,621.79)
Security							
529101 - Contracts - Security Personnel	-	2,000.00	2,000.00	-	22,000.00	22,000.00	24,000.00
529102 - Contracts - Security Cameras & Monitoring Equipment	-	300.00	300.00	-	3,300.00	3,300.00	3,600.00
529201 - R&M Cameras And Monitoring	-	2,250.00	2,250.00	-	24,750.00	24,750.00	27,000.00
529202 - R&M - Gates	-	1,000.00	1,000.00	-	11,000.00	11,000.00	12,000.00
529301 - Key Fob / Entry System	-	666.67	666.67	-	7,333.37	7,333.37	8,000.00
Total Security	-	6,216.67	6,216.67	-	68,383.37	68,383.37	74,600.00
Utilities							
531101 - Electricity (Irrigation & Pond Pumps) Service Address Meter #01	-	608.33	608.33	-	6,691.63	6,691.63	7,300.00
531201 - Streetpole Lighting	2,917.20	8,479.17	5,561.97	33,971.30	93,270.87	59,299.57	101,750.00
533101 - Water	-	675.00	675.00	1,785.62	7,425.00	5,639.38	8,100.00
Total Utilities	2,917.20	9,762.50	6,845.30	35,756.92	107,387.50	71,630.58	117,150.00
Flood Control/Stormwater Management							
538101 - Contracts - Aquatic Maintenance	1,256.47	1,658.67	402.20	13,434.61	18,245.37	4,810.76	19,904.08
538102 - Contracts - Wetland Monitoring	-	2,208.82	2,208.82	26,505.78	24,297.02	(2,208.76)	26,505.78
538301 - R&M - Ponds	-	833.33	833.33	-	9,166.63	9,166.63	10,000.00
Total Flood Control/Stormwater Management	1,256.47	4,700.82	3,444.35	39,940.39	51,709.02	11,768.63	56,409.86
Common Areas & Right of Ways							
539001 - Professional Services - Comprehensive Field Services	1,250.00	1,250.00	-	13,750.00	13,750.00	-	15,000.00
539101 - Contracts - Landscaping Maintenance	10,492.00	11,666.66	1,174.66	116,790.00	128,333.26	11,543.26	139,999.96
539105 - Contract - Pet Waste	-	666.67	666.67	-	7,333.37	7,333.37	8,000.00
539201 - Landscape Replacement & Replenishment	-	1,666.67	1,666.67	31,715.00	18,333.37	(13,381.63)	20,000.00
539202 - Landscape - Mulch	-	1,666.67	1,666.67	21,750.00	18,333.37	(3,416.63)	20,000.00
539301 - R&M - Irrigation	2,883.80	1,875.00	(1,008.80)	9,942.07	20,625.00	10,682.93	22,500.00
539402 - Misc - Holiday Lights & Decorations	-	2,083.33	2,083.33	-	22,916.63	22,916.63	25,000.00
539990 - Physical Environment Contingency	2,157.00	2,545.67	388.67	9,567.00	28,002.37	18,435.37	30,548.00
Total Common Areas & Right of Ways	16,782.80	23,420.67	6,637.87	203,514.07	257,627.37	54,113.30	281,047.96
Total Expense	31,985.38	59,024.94	27,039.56	493,033.17	458,041.34	(34,991.83)	517,066.03
Operating Net Total	(31,955.17)	587.74	(32,542.91)	(129,643.46)	381,878.14	(511,521.60)	382,466.05

Brightwater Community Development District

Statement of Revenues and Expenses 8/1/2026 - 8/31/2026

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
301 - Debt Service 2021 (AA1) Fund Income							
Income							
325201 - Special Assessments - On-Roll	-	5,940.02	(5,940.02)	72,890.08	65,340.22	7,549.86	71,280.24
325202 - Special Assessments - Off-Roll	-	37,234.36	(37,234.36)	426,971.10	409,577.96	17,393.14	446,812.26
361100 - Interest	1,491.20	-	1,491.20	16,978.70	-	16,978.70	-
Total Income	1,491.20	43,174.38	(41,683.18)	516,839.88	474,918.18	41,921.70	518,092.50
Total Income	1,491.20	43,174.38	(41,683.18)	516,839.88	474,918.18	41,921.70	518,092.50

301 - Debt Service 2021 (AA1) Fund Expense

Debt Administration

517301 - Principal Debt Retirement	-	-	-	210,000.00	210,000.00	-	210,000.00
517311 - Interest Expense	-	-	-	310,410.00	307,916.25	(2,493.75)	307,916.25
Total Debt Administration	-	-	-	520,410.00	517,916.25	(2,493.75)	517,916.25
Total Expense	-	-	-	520,410.00	517,916.25	(2,493.75)	517,916.25
301 - Debt Service 2021 (AA1) Fund Net Total	1,491.20	43,174.38	(41,683.18)	(3,570.12)	(42,998.07)	39,427.95	176.25

Brightwater Community Development District

Statement of Revenues and Expenses 8/1/2026 - 8/31/2026

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
302 - Debt Service 2024 (AA2) Fund Income							
Income							
325202 - Special Assessments - Off-Roll	-	44,826.04	(44,826.04)	505,545.15	493,086.44	12,458.71	537,912.51
361100 - Interest	1,546.22	-	1,546.22	17,643.28	-	17,643.28	-
Total Income	1,546.22	44,826.04	(43,279.82)	523,188.43	493,086.44	30,101.99	537,912.51
Total Income	1,546.22	44,826.04	(43,279.82)	523,188.43	493,086.44	30,101.99	537,912.51
302 - Debt Service 2024 (AA2) Fund Expense							
Debt Administration							
517301 - Principal Debt Retirement	-	-	-	110,000.00	110,000.00	-	110,000.00
517311 - Interest Expense	-	-	-	425,993.76	423,491.26	(2,502.50)	423,491.26
Total Debt Administration	-	-	-	535,993.76	533,491.26	(2,502.50)	533,491.26
Other Financing Uses							
581000 - Inter-Fund Transfer Out	-	-	-	25.96	-	(25.96)	-
Total Other Financing Uses	-	-	-	25.96	-	(25.96)	-
Total Expense	-	-	-	536,019.72	533,491.26	(2,528.46)	533,491.26
302 - Debt Service 2024 (AA2) Fund Net Total	1,546.22	44,826.04	(43,279.82)	(12,831.29)	(40,404.82)	27,573.53	4,421.25

Brightwater Community Development District

Statement of Revenues and Expenses 8/1/2026 - 8/31/2026

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
501 - Acquisition & Construction 2021 (AA1) Fund Income							
Income							
361100 - Interest	-	-	-	.27	-	.27	-
Total Income	-	-	-	.27	-	.27	-
Total Income	-	-	-	.27	-	.27	-

501 - Acquisition & Construction 2021 (AA1) Fund Expense

Common Areas & Right of Ways

539999 - Construction in Progress	-	-	-	18.10	-	(18.10)	-
Total Common Areas & Right of Ways	-	-	-	18.10	-	(18.10)	-
Total Expense	-	-	-	18.10	-	(18.10)	-
501 - Acquisition & Construction 2021 (AA1) Fund Net Total	-	-	-	(17.83)	-	(17.83)	-

Brightwater Community Development District

Statement of Revenues and Expenses 8/1/2026 - 8/31/2026

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
502 - Acquisition & Construction 2024 (AA2) Fund Income							
Income							
361100 - Interest	-	-	-	71,408.90	-	71,408.90	-
Total Income	-	-	-	71,408.90	-	71,408.90	-
Other Financing Sources							
381000 - Inter-Fund Transfer In	-	-	-	25.96	-	25.96	-
Total Other Financing Sources	-	-	-	25.96	-	25.96	-
Total Income	-	-	-	71,434.86	-	71,434.86	-
502 - Acquisition & Construction 2024 (AA2) Fund Expense							
Common Areas & Right of Ways							
539999 - Construction in Progress	-	-	-	3,230,716.28	-	(3,230,716.28)	-
Total Common Areas & Right of Ways	-	-	-	3,230,716.28	-	(3,230,716.28)	-
Total Expense	-	-	-	3,230,716.28	-	(3,230,716.28)	-
502 - Acquisition & Construction 2024 (AA2) Fund Net Total	-	-	-	(3,159,281.42)	-	(3,159,281.42)	-
Net Total	(28,917.75)	88,588.16	(117,505.91)	(3,305,344.12)	298,475.25	(3,603,819.37)	387,063.55

Brightwater Community Development District

Bank Register Report 8/1/2026 - 8/31/2026

Date	Description	Type	R	Check No	Amount
Operating VNB #4011					
	Balance as of 8/1/2026				\$11,231.17
8/4/2026	Kai Connected LLC CDD	Invoice ACH	R		(\$180.00)
8/4/2026	Solitude Lake Management, LLC	Invoice Check	R	10013	(\$1,256.47)
8/4/2026	Refund from APEX	Misc Deposit	R	603896	\$813.14
8/12/2026	Kai Connected LLC CDD	Invoice ACH	R		(\$668.75)
8/12/2026	Kai Connected LLC CDD	Invoice ACH	R		(\$189.50)
8/25/2026	Business Observer, Inc.	Invoice Check		10014	(\$229.69)
8/25/2026	Business Observer, Inc.	Invoice Check		10014	(\$78.75)
8/31/2026	August Interest	Interest	R	ACH	\$29.73
8/31/2026	Engage PEO - BOS MTG 08/25/2026	Invoice (Expense/AutoDraft)	R	H126977	(\$744.50)
8/31/2026	Ira D Draper - BOS MTG 08/25/2026	Invoice (Expense/AutoDraft)		48	(\$63.80)
Total					(\$2,568.59)
Balance as of 8/31/2026					\$8,662.58
Reserve BU #5869					
	Balance as of 8/1/2026				\$7,387.38
8/4/2026	IPFS Corporation	Invoice (Expense/AutoDraft)	R		(\$2,028.65)
8/31/2026	August Interest	Interest	R	ACH	\$0.48
Total					(\$2,028.17)
Balance as of 8/31/2026					\$5,359.21
Trust 2021 (AA1) Debt Service Reserve Account					
	Balance as of 8/1/2026				\$518,092.50
8/1/2026	August Interest	Interest	R	ACH	\$1,472.45
8/4/2026	Transfer to Trust 2021 (AA1) Revenue Account - ransfer from Another Account via Transfer, INCOME TRANSFER FROM 215517004 DEBT SVC RESERVE ACCT EARNINGS TO REVENUE ACCT	Transfer Out	R	ACH	(\$1,472.45)
Total					\$0.00
Balance as of 8/31/2026					\$518,092.50
Trust 2021 (AA1) Prepayment Account					
	Balance as of 8/1/2026				\$607.50
8/1/2026	August Interest	Interest	R	ACH	\$1.73
8/4/2026	Transfer to Trust 2021 (AA1) Revenue Account - Transfer from Another Account via Transfer, INCOME TRANSFER FROM 215517003	Transfer Out	R	ACH	(\$1.73)
Total					\$0.00

Brightwater Community Development District

Bank Register Report 8/1/2026 - 8/31/2026

Date	Description	Type	R	Check No	Amount
Balance as of 8/31/2026					\$607.50
Trust 2021 (AA1) Revenue Account					
Balance as of 8/1/2026					\$6,036.43
8/1/2026	August Interest	Interest	R	ACH	\$17.02
8/4/2026	Transfer from Trust 2021 (AA1) Prepayment Account - Transfer from Another Account via Transfer, INCOME TRANSFER FROM 215517003	Transfer In	R	ACH	\$1.73
8/4/2026	Transfer from Trust 2021 (AA1) Debt Service Reserve Account - ransfer from Another Account via Transfer, INCOME TRANSFER FROM 215517004 DEBT SVC RESERVE ACCT EARNINGS TO REVENUE ACCT	Transfer In	R	ACH	\$1,472.45
Total					\$1,491.20
Balance as of 8/31/2026					\$7,527.63
Trust 2024 (AA2) Debt Service Reserve Account					
Balance as of 8/1/2026					\$537,912.51
8/1/2026	August Interest	Interest	R	ACH	\$1,528.78
8/4/2026	Transfer to Trust 2024 (AA2) Revenue Account - Transfer from Another Account via Transfer, INCOME TRANSFER FROM 278081004	Transfer Out	R	ACH	(\$1,528.78)
Total					\$0.00
Balance as of 8/31/2026					\$537,912.51
Trust 2024 (AA2) Revenue Account					
Balance as of 8/1/2026					\$6,186.10
8/1/2026	August Interest	Interest	R	ACH	\$17.44
8/4/2026	Transfer from Trust 2024 (AA2) Debt Service Reserve Account - Transfer from Another Account via Transfer, INCOME TRANSFER FROM 278081004	Transfer In	R	ACH	\$1,528.78
Total					\$1,546.22
Balance as of 8/31/2026					\$7,732.32

Brightwater Community Development District

Bank Account Reconciliation for Period 8/31/2026

Reconciliation Summary

Bank Account	Bank Bal.	Uncleared Items	Adj. Balance	Book Balance	Status
Operating VNB #4011	9,283.32	-620.74	8,662.58	8,662.58	Balanced
Reserve BU #5869	5,359.21	0.00	5,359.21	5,359.21	Balanced
Trust 2021 (AA1) Revenue Account	7,527.63	0.00	7,527.63	7,527.63	Balanced
Trust 2021 (AA1) Sinking Fund Account	0.00	0.00	0.00	0.00	Balanced
Trust 2021 (AA1) Interest Account	0.00	0.00	0.00	0.00	Balanced
Trust 2021 (AA1) Prepayment Account	607.50	0.00	607.50	607.50	Balanced
Trust 2021 (AA1) Debt Service Reserve Account	518,092.50	0.00	518,092.50	518,092.50	Balanced
Trust 2021 (AA1) Acquisition & Construction Account	0.00	0.00	0.00	0.00	Balanced
Trust 2021 (AA1) Restricted Acq. & Constr. Account	0.00	0.00	0.00	0.00	Balanced
Trust 2024 (AA2) Revenue Account	7,732.32	0.00	7,732.32	7,732.32	Balanced
Trust 2024 (AA2) Sinking Fund Account	0.00	0.00	0.00	0.00	Balanced
Trust 2024 (AA2) Interest Account	0.00	0.00	0.00	0.00	Balanced
Trust 2024 (AA2) Prepayment Account	0.00	0.00	0.00		Balanced
Trust 2024 (AA2) Debt Service Reserve Account	537,912.51	0.00	537,912.51	537,912.51	Balanced
Trust 2024 (AA2) Acquisition & Construction Account	0.00	0.00	0.00	0.00	Balanced
Trust 2024 (AA2) Capitalized Interest Account	0.00	0.00	0.00	0.00	Balanced

Unreconciled Items

Date	Description	Check No	Amount
Operating VNB #4011			
4/30/2026	Ira D Draper - BOS MTG 04/30/2026	46	-248.50
8/25/2026	Business Observer, Inc.	10014	-229.69
8/25/2026	Business Observer, Inc.	10014	-78.75
8/31/2026	Ira D Draper - BOS MTG 08/25/2026	48	-63.80
Total Operating VNB #4011			-620.74

Brightwater Community Development District

Bank Account Reconciliation for Period 8/31/2026

Reconciled Items

Date	Description	Check No	Amount
Operating VNB #4011			
8/4/2026	Refund from APEX	603896	813.14
8/31/2026	August Interest		29.73
8/4/2026	Kai Connected LLC CDD	ACH	-180.00
8/4/2026	Solitude Lake Management, LLC	10013	-1,256.47
8/12/2026	Kai Connected LLC CDD	ACH	-668.75
8/12/2026	Kai Connected LLC CDD	ACH	-189.50
8/31/2026	Engage PEO - BOS MTG 08/25/2026	H126977	-744.50
Total Operating VNB #4011			-2,196.35

Reserve BU #5869

8/31/2026	August Interest		0.48
8/4/2026	IPFS Corporation		-2,028.65
Total Reserve BU #5869			-2,028.17

Trust 2021 (AA1) Debt Service Reserve Account

8/1/2026	August Interest		1,472.45
8/4/2026	Transfer to Trust 2021 (AA1) Revenue Account - ransfer from Another Account via Transfer, INCOME TRANSFER FROM 215517004 DEBT SVC RESERVE ACCT EARNINGS TO REVENUE ACCT		-1,472.45
Total Trust 2021 (AA1) Debt Service Reserve Account			0.00

Trust 2021 (AA1) Prepayment Account

8/1/2026	August Interest		1.73
8/4/2026	Transfer to Trust 2021 (AA1) Revenue Account - Transfer from Another Account via Transfer, INCOME TRANSFER FROM 215517003		-1.73
Total Trust 2021 (AA1) Prepayment Account			0.00

Trust 2021 (AA1) Revenue Account

8/1/2026	August Interest		17.02
8/4/2026	Transfer from Trust 2021 (AA1) Prepayment Account - Transfer from Another Account via Transfer, INCOME TRANSFER FROM 215517003		1.73
8/4/2026	Transfer from Trust 2021 (AA1) Debt Service Reserve Account - ransfer from Another Account via Transfer, INCOME TRANSFER FROM 215517004 DEBT SVC RESERVE ACCT EARNINGS TO REVENUE ACCT		1,472.45
Total Trust 2021 (AA1) Revenue Account			1,491.20

Brightwater Community Development District

Bank Account Reconciliation for Period 8/31/2026

Date	Description	Check No	Amount
Trust 2024 (AA2) Debt Service Reserve Account			
8/1/2026	August Interest		1,528.78
8/4/2026	Transfer to Trust 2024 (AA2) Revenue Account - Transfer from Another Account via Transfer, INCOME TRANSFER FROM 278081004		-1,528.78
Total Trust 2024 (AA2) Debt Service Reserve Account			0.00

Trust 2024 (AA2) Revenue Account

8/1/2026	August Interest		17.44
8/4/2026	Transfer from Trust 2024 (AA2) Debt Service Reserve Account - Transfer from Another Account via Transfer, INCOME TRANSFER FROM 278081004		1,528.78
Total Trust 2024 (AA2) Revenue Account			1,546.22

EXHIBIT 5

AGENDA



Proposal Prepared for:

Brightwater CDD
18158 Lagoon Reach Ln
North Fort Myers, Florida 33917
Contact: Audette Bruce
Email: audette@hikai.com

Prepared by:

Rebecca Filkowski
Email:
rfilkowski@sunriselandscape.com
Proposal Date: 9/1/2026
Proposal #: 47299

North Entrance and Lift Station 9-10

Proposal to maintain the added North entrance and lift station for August and September

- \$591.25 x 2 months

PROJECT TOTAL: \$1,182.50

By Rebecca Filkowski
Rebecca Filkowski
Date 9/1/2026
Sunrise Landscape

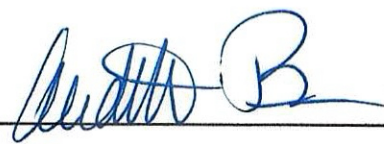
By 
Date 9/1/2026
Brightwater CDD

EXHIBIT 6

AGENDA



Phone: (863) 797-7525 (863) 968-6713

DATA + ACCESS CONTROL + SECURITY + INTRUSION + CCTV +

MONITORING + IT + LOCKS + GATES

LIC. EG13000790

ECSINTEGRATIONS.COM

Brightwater CDD - 50 Doorking Clickers



Date:	9/10/2026	PROPOSAL	Proposal No:	TH26771
Submitted to:	Brightwater CDD	Job Location:	Brightwater CDD - 50 Doorking Clickers	
Attention:	Audette Bruce Title: DM	Attention:	Audette Bruce Title:	
Email:	audette@hikai.com	Email:	audette@hikai.com	
Phone:	813-565-4663 Fax:	Phone:	813-565-4663 Fax:	
Address:	2502 N Rocky Point Drive # 1000	Address:	Main Gate Entrance	
City / ST	Tampa /FL Zip: 33607	City / ST	Fort Myers / FL Zip: 33917	

SCOPE OF WORK:

50 DOORKING NUMERICAL NUMBERED CLICKERS . 50 X \$ 44.00 PER = \$ 2200.00 . PRICE INCLUDES SHIPPING TO LEASING OFFICE .

INCLUDED MATERIALS:

50 - NUMERICAL DOORKING CLICKERS / INCLUDES SHIPPING TO LEASING OFFICE .

INCLUSIONS:

- Quoted price will include materials specified, normal freight for all materials, filed notice to owner, equipment submittals, wire and device installation, final check-out and certification, one staff training session on the systems' operation.

CONSIDERATIONS & EXCLUSIONS:

- All work described in this proposal is to be performed during normal business hours unless otherwise noted.
- Customer agrees to provide uninterrupted and unhindered access to all necessary work areas during normal business hours. Any hindrance of ECS Integrations (ECSI) technicians will result in additional labor charges of \$85/man hour.
- ECSI is not responsible for any changes the Authority Having Jurisdiction (AHJ) or customer may deem necessary. Any alteration or deviation from the original scope involving additional costs will be executed only upon written orders. Work, including closing of the permit, will be halted until the authorization for the change order is received in writing. • ECSI will accept payments with a credit card. These are subject to a 4% processing fee.
- Permit documents and fees are not included as specified above. Tax is excluded.
- This proposal does NOT include repairing any pre-existing troubles that may be present, including those troubles that may not be detected until proposed work is complete. (Such trouble issues may arise from any field device, field wiring, module, panel or system connected to the panel)
- This proposal does NOT cover ancillary device connections, overtime, lifts, patching, fire caulking existing penetrations, painting, phone lines, damage by others, or additional inspections required by AHJ.
- The customer is responsible for providing all connections to high voltage system components, and all conduit of the correct size to accommodate ECSI wire fills (with pull string installed).
- Unless instructed by writing prior to commencement of work, all parts removed from jobsite will be discarded without notice.

Additional notes added at time of acceptance: 50% DEPOSIT
DUE PRIOR TO INSTALL.

Terms:	First billing will include all parts for job start-up and mobilization labor. All billing thereafter will be billed monthly on percent of job completed.	GRAND TOTAL:	\$2,200.00
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This proposal is valid through 10/10/2026

ECSI Sales Rep: _____
(Sales Representative)

ECSI Officer: _____
(Authorizing Officer Signature) _____
Date

THIS IS A BINDING CONTRACT. The person executing this Contract represents and warrants that he/she has full authority to enter into this Contract on behalf of the Customer. The undersigned hereby acknowledges reading, understanding, and accepting all the prices, specifications, terms and conditions set forth in this Contract, including those on page two of this document which are incorporated herein and by reference made a part hereof. The undersigned authorizes ECSI to perform the work specified herein.

Customer Name: _____
ECS INTEGRATIONS- rev 2021-10-11

Signature: _____
Page 44 of 45

Audette Bruce

9/10/2026
Date

TERMS & CONDITIONS:

1. Required Approval: This Contract shall not be binding upon ECSI until signed by an officer of ECSI. In the event this Contract is not approved by said officer of ECSI, ECSI's liability shall be limited to refunding Subscriber the amount paid, if any, upon signing this Contract.

2. Warranty:

A. Standard Warranty. ECSI guarantees all material to be as specified. All work shall be completed in a workmanlike manner according to standard industry practices. Materials & labor are warranted for 90 days from date of installation or for the term of the selected Extended Service Plan if Subscriber elects to participate in such plan. There is no labor and material warranty on any customer provided equipment.

B. Extended Warranty. Applicable only if specified on face of this contract and is contingent upon ECSI being contracted to provide Central Station Monitoring Services and perform all of the NFPA mandated tests and inspections of the installed fire protection systems'.

C. All Warranty obligations exclude pre-existing to remain components, batteries, acts of God, fire, theft, vandalism, or tampering by unauthorized personnel. All warranty's are void if any party not authorized by ECSI performs work on any item installed by ECSI.

3. Hours of Service. All work required by this Contract shall be performed between 8:00 a.m. and 4:30 p.m. on normal business days, except in the case of emergency. Service calls received after 3:30 p.m. are subject to after-hour rates.

4. Subscriber Responsibilities:

A. Subscriber agrees not to tamper with, remove, or otherwise interfere with the communication software and agrees to furnish, at Subscriber's expense, all 110 volt AC power, electrical outlets, receptacles, and telephone hook-ups as deemed necessary by ECSI for connection of the equipment.

B. Subscriber must visually inspect system components periodically and, if a problem is discovered, notify ECSI immediately. When ECSI alerts Subscriber of any issue with the system that requires correction, Subscriber assumes full responsibility for taking action to resolve the reported issue.

C. Subscriber must inform ECSI, in writing, of any change in fire rating bureau or agency. Subscriber must also inform ECSI, in writing, of any change in the list of people that ECSI is to call in the event of alarm activation. ECSI is not responsible for any errors, omissions, or failure to update such list by Subscriber.

5. Default:

A. Event of Default. Subscriber shall be in default of this Contract if Subscriber: (a) fails to pay any installation charge, (b) fails to pay any monitoring or service charge, (c) willfully or negligently causes repeated false alarms, (d) cancels this Contract without cause before the end of its term, or (e) fails to perform any other obligations under this Contract.

B. ECSI's Remedy Upon Default.

i. Terminate Contract. If Subscriber defaults, ECSI may terminate this Contract ten (10) days after written notice of default if Subscriber has not cleared the default by that date.

ii. Damages. If Subscriber defaults, Subscriber shall pay ECSI any money due for any product or services provided prior to default. Additionally, Subscriber shall pay an amount equal to 60% of the remaining monitoring and or Extended Service Plan fees, plus any other damages to which ECSI may be entitled under applicable law.

iii. Costs. In the event either Party resorts to legal action to enforce the terms and provisions of this Agreement, or as a result of any breach under this Agreement, the prevailing Party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorneys' fees, arbitration fees, prejudgment interest, and any other reasonable and related expenses of collection.

6. Changes: Any alteration or deviation from the specified work involving extra costs, will be executed only upon written orders, and will become an extra charge. The cost of any changes to the scope of work described herein made at the request of or made necessary or required by Subscriber's action, or which may be required by any governmental agency or insurance interest or inspection and rating bureaus are to be borne solely by Subscriber. SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM ECSI AT AN ADDITIONAL COST TO SUBSCRIBER. All risk of loss or damage to the system shall be borne exclusively by Subscriber.

7. External Services: Any fines levied by a municipality or government agency regarding false alarms shall be the sole responsibility of the Subscriber. Additional fees levied by monitoring agency for any reason, including but not limited to those caused by runaway dialers, runner services, etc. shall be the sole responsibility of Subscriber. Such fees shall be added to the service charges or billed to Subscriber directly by the appropriate agency.

8.A. Limitation of Damages (cont.)

The payments under this Contract are based solely upon the value of the services provided and it is not the intention of the parties that the ECSI assume responsibility for any loss or damage sustained through burglary.

8. ECSI'S LIMITS OF LIABILITY:

A. Limitation of Damages. IT IS UNDERSTOOD AND AGREED THAT ECSI IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING INJURY AND PROPERTY LOSS OR DAMAGE ON SUBSCRIBER'S PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER.

8. A. Limitation of Damages (cont.)

The payments under this Contract are based solely upon the value of the services provided and it is not the intention of the parties that ECSI assume responsibility for any loss or damage sustained through burglary, theft, robbery, fire, or other cause, or that there exists or shall exist any liability on the part of ECSI by virtue of this Contract. Notwithstanding these provisions, if there should arise any liability on the part of ECSI, such liability is and shall be limited to a sum equal to the service charge for a period of six (6) months or \$500.00 whichever is less, which sum is liquidated damages and not a penalty. In the event that Subscriber wishes ECSI to assume greater liability, Subscriber may obtain from ECSI a higher limit by paying an additional amount proportioned to the responsibility and a rider shall be attached to this Contract, setting forth the additional liability of ECSI and the additional charges. However, any such additional obligation does not make ECSI an insurer.

B. Interruption of Service. ECSI shall not be liable for any damage or loss sustained by Subscriber as a result of any delay in service or installation of equipment, equipment failure, or interruption of service due to electric failures, strikes, war, acts of God, or other causes, including ECSI's negligence in the performance of this Contract. The estimated date that work is to be substantially completed is not a definite completion date and time is not of the essence.

C. Disclaimer of Warranties. ECSI does not represent or warrant that the system may not be compromised or circumvented; or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges and agrees that ECSI has made no representations or warranties, expressed or implied, as to any matter whatsoever including without limitation the condition of equipment, its merchantability or its fitness for any particular purpose; nor has Subscriber relied on any representations or warranties, expressed or implied, that any affirmation of fact or promise shall not be deemed to create an express warranty and that there are no warranties which extend beyond the face of this Contract; that

ECSI is not an insurer; that Subscriber assumes all risk of loss or damage to Subscriber's premises or the contents thereof; and that Subscriber has read and understands all of this Contract, particularly paragraph eight (8) which sets forth ECSI's maximum liability in the event of any loss or damage to Subscriber or anyone else.

9. Third Party Indemnification: In the event any person, not a party to this contract, shall make any claim or file any lawsuit against ECSI for any reason relating to ECSI's duties and obligations pursuant to this Contract, including but not limited to the design, installation, maintenance, monitoring, operation, or any failure of the alarm system to operate properly, Subscriber agrees to indemnify, defend and hold ECSI harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees to the extent Subscriber agrees to indemnify, defend and hold ECSI harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees to the extent caused by Subscriber. The parties agree that there are no third party beneficiaries of this Contract. Subscriber, for itself and any of its insurance carriers waives any right of subrogation Subscriber's insurance carriers may have against ECSI or any of its subcontractors, subject to the advice of Subscriber's counsel.

10. Assignment: ECSI shall have the right to assign this Contract without notice to Subscriber and shall have the further right to subcontract any services which it may perform. ECSI shall inform Subscriber when services are subcontracted and shall maintain current proof of subcontractor's state license, general insurance, and workers compensation coverage. Subscriber acknowledges that this Contract, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages and third party indemnification, inure to the benefit of, and are applicable to any subcontractors employed by ECSI to provide monitoring, maintenance, installation or service of the system(s) and they bind Subscriber to said subcontractors with the same force and effect as they bind Subscriber to ECSI.

11. Severability: In the event any of the terms or provisions of this Contract shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

12. Notices: All notices to be given hereunder shall be in writing and may be served either personally or by mail, postage prepaid to the addresses set forth in the Contract or to any other from time to time in writing.

13. Binding Arbitration: This Contract is binding for ECSI, Subscriber, successors in interest, agents, employees, shareholders, officers, former employees, former officers, directors, subsidiaries, parent corporations, attorneys, and all other entities acting on the their behalf. Parties agree to submit to binding arbitration, conducted by the American Arbitration Association under the Construction Industry Arbitration Rules, any matters which cannot otherwise be resolved, and expressly waive any and all rights in law and equity to bringing any civil disagreement before a court of law, except that judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

14. Entire Agreement: This Contract is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms. This Contract supersedes all prior representations, understandings or agreements of the parties. This Contract can only be modified in a writing signed by the parties. No waiver of a breach of any term or condition of this Contract shall be construed to be a waiver of any succeeding breach.