

**SOUTH FORK EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**CONTINUED REGULAR MEETING  
MAY 6, 2021**

**RESOLUTION NO. 2021-03**

**A RESOLUTION DELEGATING TO THE CHAIR OF THE BOARD OF SUPERVISORS OF SOUTH FORK EAST COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") THE AUTHORITY TO APPROVE THE SALE, ISSUANCE AND TERMS OF SALE OF SOUTH FORK EAST COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS, SERIES 2021, AS A SINGLE SERIES OF BONDS UNDER THE MASTER TRUST INDENTURE (THE "SERIES 2021 BONDS") IN ORDER TO CURRENTLY REFUND AND REDEEM ALL OF THE OUTSTANDING PRINCIPAL AMOUNT OF THE DISTRICT'S CAPITAL IMPROVEMENT REVENUE REFUNDING CONVERTIBLE CAPITAL APPRECIATION BONDS, SERIES 2013A (THE "REFUNDED BONDS"); ESTABLISHING THE PARAMETERS FOR THE PRINCIPAL AMOUNTS, MAXIMUM MATURITY DATE, REDEMPTION PROVISIONS AND OTHER DETAILS THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE CHAIR TO ACCEPT THE BOND PURCHASE CONTRACT FOR THE SERIES 2021 BONDS; APPROVING A NEGOTIATED SALE OF THE SERIES 2021 BONDS TO THE UNDERWRITER; RATIFYING THE MASTER TRUST INDENTURE AND APPROVING THE FORM OF SEVENTH SUPPLEMENTAL TRUST INDENTURE AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF BY CERTAIN OFFICERS OF THE DISTRICT; APPOINTING A TRUSTEE, PAYING AGENT AND BOND REGISTRAR FOR THE SERIES 2021 BONDS; APPROVING THE FORM OF THE SERIES 2021 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE USE OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND LIMITED OFFERING MEMORANDUM RELATING TO THE SERIES 2021 BONDS; APPROVING THE FORM OF THE CONTINUING DISCLOSURE AGREEMENT RELATING TO THE SERIES 2021 BONDS; APPROVING THE FORM OF THE ESCROW DEPOSIT AGREEMENT AND APPOINTING AN ESCROW AGENT THEREUNDER; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO TAKE ALL ACTIONS REQUIRED AND TO EXECUTE AND DELIVER ALL DOCUMENTS, INSTRUMENTS AND CERTIFICATES NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2021 BONDS; AUTHORIZING THE VICE CHAIR AND ASSISTANT SECRETARIES TO ACT IN THE STEAD OF THE CHAIR OR THE SECRETARY, AS THE CASE MAY BE; SPECIFYING THE APPLICATION OF THE PROCEEDS OF THE SERIES 2021 BONDS; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO TAKE ALL ACTIONS AND ENTER INTO ALL AGREEMENTS REQUIRED IN CONNECTION WITH THE**

**REFUNDING OF THE REFUNDED BONDS; APPOINTING A VERIFICATION AGENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors of South Fork East Community Development District (the "Board" and the "District," respectively) has determined to proceed at this time with the sale and issuance of South Fork East Community Development District Capital Improvement Revenue Refunding Bonds, Series 2021 (the "Series 2021 Bonds") to be issued under and pursuant to a Master Trust Indenture, dated as of July 1, 2005 (the "Master Indenture"), from the District to U.S. Bank National Association, as successor in trust to SunTrust Bank, National Association, Orlando, Florida, as trustee (the "Trustee"), as amended and supplemented by a Seventh Supplemental Trust Indenture to be dated as of the first day of the first month and year in which the Series 2021 Bonds are issued thereunder (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") from the District to the Trustee, in order to currently refund and redeem all of the Outstanding principal amount of the District's Capital Improvement Revenue Refunding Convertible Capital Appreciation Bonds, Series 2013A (the "Refunded Bonds");

**WHEREAS**, the Board has determined that in order to achieve debt service savings, it is advisable at this time to proceed with the current refunding and redemption of all of the Refunded Bonds and given the nature of the market, the necessity for moving rapidly and the nature of the security for the Series 2021 Bonds, it is necessary and desirable for the Series 2021 Bonds to be sold by negotiated sale rather than competitive bid;

**WHEREAS**, the Board has received a proposal from FMSbonds, Inc. (the "Underwriter") for the purchase of the Series 2021 Bonds within parameters to be established by the Board and the Board has determined that authorization of the Chair or other designated person to enter into a Bond Purchase Contract (the "Purchase Contract") in substantially the form attached hereto as Exhibit A for the sale of the Series 2021 Bonds to the Underwriter within the Parameters (hereinafter defined) herein set forth is in the best interests of the District for the reasons hereafter indicated; and

**WHEREAS**, in conjunction with the sale and issuance of the Series 2021 Bonds, it is necessary to approve the form of the Supplemental Indenture, to establish the parameters for the delegated award of the Series 2021 Bonds as set forth in Schedule I attached hereto (the "Parameters"), to authorize the Chair to approve the use of the Preliminary Limited Offering Memorandum relating to the Series 2021 Bonds and the form of the final Limited Offering Memorandum, to approve the form of the Series 2021 Bonds and to provide for various other matters with respect to the Series 2021 Bonds and the refunding and redemption of all of the Refunded Bonds.

**NOW, THEREFORE, BE IT RESOLVED** that:

**1. Definitions.** All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture.

**2. Award.** The Purchase Contract in the form attached hereto as Exhibit A is hereby approved in substantial form and the sale of the Series 2021 Bonds to the Underwriter upon the terms and conditions therein set forth, but within the Parameters, is hereby approved. The Chair is hereby authorized and directed to execute and deliver the Purchase Contract on behalf of the District, with such changes, additions, deletions and insertions as shall be approved by the official executing such Purchase Contract, which approval shall be conclusively evidenced by the execution and delivery thereof. In the absence or unavailability of the Chair, the Vice Chair is authorized and directed to execute the Purchase Contract, and in the absence or unavailability of the Vice Chair, any other member of the Board is authorized and directed to execute the Purchase Contract. The Purchase Contract, when executed and delivered by the District and the Underwriter, shall be the legal, valid and binding obligation of the District, enforceable in accordance with its terms.

**3. Negotiated Sale.** The Board hereby determines that a negotiated sale of the Series 2021 Bonds to the Underwriter is in the best interests of the District because the market for instruments such as the Series 2021 Bonds is limited, because of prevailing market conditions and because the delays caused by soliciting competitive bids could adversely affect the District's ability to issue and deliver the Series 2021 Bonds.

**4. Approval of Form of Supplemental Indenture; Ratification of Master Indenture; Appointment of Trustee, Paying Agent and Bond Registrar.** Attached hereto as Exhibit B is the form of Supplemental Indenture, which is hereby authorized and approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chair, which approval shall be conclusively evidenced by the execution thereof. The Chair is hereby authorized to execute and the Secretary is authorized to attest the Supplemental Indenture and the Chair is hereby authorized to deliver to the Trustee the Supplemental Indenture which, when executed and delivered by the Trustee, shall constitute a legal, valid and binding obligation of the District, enforceable in accordance with its terms. The Master Indenture as executed and delivered and the appointment of U.S. Bank National Association, as successor in trust to SunTrust Bank, National Association, as Trustee, Paying Agent and Bond Registrar under the Master Indenture is hereby ratified and confirmed and U.S. Bank National Association is hereby appointed as Trustee, Paying Agent and Bond Registrar under the Supplemental Indenture.

**5. Description of Series 2021 Bonds.** The Series 2021 Bonds shall be dated as of their date of delivery and may be issued in one or more Series having such details as shall be set forth in the Purchase Contract and as reflected in the Supplemental Indenture, but within the Parameters. The Series 2021 Bonds may be signed by the manual or facsimile signature of the Chair and attested by the manual or facsimile signature of the Secretary. The Series 2021 Bonds shall, subject to the Parameters, be subject to redemption on the terms, at the times and prices and in the manner provided in the Purchase Contract and in the form of Series 2021 Bonds attached to the Supplemental Indenture, which form is hereby approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chair, which approval shall be conclusively evidenced by the execution thereof. The Chair is hereby authorized to execute and the Secretary is authorized to attest and seal the Series 2021 Bonds and the Chair is hereby authorized to deliver to the Trustee for authentication and delivery to the Underwriter upon payment by the Underwriter of the purchase price therefor, the Series 2021 Bonds which, when authenticated and delivered by the Trustee, shall be legal, valid and binding obligations of the District, enforceable in accordance with their terms.

**6. Approval of Form of Preliminary Limited Offering Memorandum and Limited Offering Memorandum; Approval of Form of Continuing Disclosure Agreement.** The Chair is hereby authorized to approve the form and content of the Preliminary Limited Offering Memorandum, which is attached hereto as Exhibit C (the "Preliminary Limited Offering Memorandum") with such changes, additions, deletions and insertions as shall be approved by the Chair prior to its distribution and the final form of which is to be dated the date of execution and delivery of the Purchase Contract (the "Limited Offering Memorandum") relating to the Series 2021 Bonds. The Chair is hereby authorized to execute on behalf of the District such Limited Offering Memorandum with such changes, additions, deletions and insertions as the Chair may approve (such approval to be conclusively evidenced by the execution of the Limited Offering Memorandum, if required), and to deliver such Limited Offering Memorandum to the Underwriter in sufficient quantities for use by the Underwriter in marketing the Series 2021 Bonds. The Chair is hereby authorized to deem "final" the Preliminary Limited Offering Memorandum, as of its date, for the purposes and within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (except for information concerning the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings or other terms dependent upon such matters, and except for such technical and conforming changes which shall be approved by the Chair which approval shall be evidenced by the execution thereof, if required).

The Continuing Disclosure Agreement relating to the Series 2021 Bonds in the form attached hereto as Exhibit D is hereby approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chair, which

approval shall be conclusively evidenced by the execution thereof. The Chair is hereby authorized to execute and the Secretary is authorized to attest the Continuing Disclosure Agreement which, when executed and delivered by the District, shall be the legal, valid and binding obligation of the District, enforceable in accordance with its terms.

**7. Open Meetings.** It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the Series 2021 Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirements of Section 286.011, Florida Statutes.

**8. Other Actions.** The Chair, the Secretary, and all other members, officers and employees of the Board and the District are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Series 2021 Bonds and the consummation of all transactions in connection therewith, including the execution of all certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, the Indenture, this Resolution, the Continuing Disclosure Agreement, the Escrow Agreement and the Purchase Contract, in all cases within the Parameters.

The Vice Chair is hereby authorized to act in the stead of the Chair in any undertaking authorized or required of the Chair hereunder and any Assistant Secretary is hereby authorized to act in the stead of the Secretary in any undertaking authorized or required of the Secretary hereunder.

**9. Deposits to Funds and Accounts; Approval of Form of Escrow Deposit Agreement; Appointment of Escrow Agent.** The Trustee is hereby authorized and directed to apply the proceeds of the Series 2021 Bonds in the amounts and in the manner set forth in Section 402 of the Supplemental Indenture.

Amounts on deposit in the Funds and Accounts for the Refunded Bonds shall be applied as directed by the Chair in a certificate directed to the Trustee and delivered at the closing on the Series 2021 Bonds, subject to the approval of Bond Counsel.

The Escrow Deposit Agreement (the "Escrow Agreement"), between the District and U.S. Bank National Association, relating to the Refunded Bonds shall be in the form attached hereto as Exhibit E, subject to such changes, additions, deletions and insertions as shall be approved by the Chair, which approval shall be conclusively evidenced by the execution thereof. The Chair is hereby authorized to

execute and the Secretary is authorized to attest the Escrow Agreement which, when executed and delivered by the District, shall be a legal, valid and binding obligation of the District, enforceable in accordance with its terms. U.S. Bank National Association is hereby appointed as Escrow Agent under the Escrow Agreement.

**10. Refunding of the Refunded Bonds; Execution and Delivery of Other Instruments; Appointment of Verification Agent.** The Board hereby authorizes and approves the refunding of the Refunded Bonds. The Board hereby authorizes the Chair and the Secretary to execute and deliver, receive or enter into such agreements, contracts, documents, instruments, certificates and proceedings incident thereto or necessary in order to effect the refunding of the Refunded Bonds and the issuance, sale and delivery of the Series 2021 Bonds, including but not limited to the execution and delivery of the DTC Letter of Representation.

The Chair is hereby authorized and directed to appoint Terminus Analytics as verification agent if required in connection with the transactions contemplated hereby.

**11. Approval of Prior Actions.** All actions taken to date by the members of the Board and the officers, agents and consultants of the District in furtherance of the issuance of the Series 2021 Bonds are hereby approved, confirmed and ratified.

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

**13. Effective Date.** This Resolution shall take effect immediately upon its adoption.

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**PASSED** in Public Session of the Board of Supervisors of South Fork East Community Development District, this 6th day of May, 2021.

**SOUTH FORK EAST  
COMMUNITY DEVELOPMENT  
DISTRICT**

Attest:

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Secretary/Assistant Secretary

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Chair/Vice Chair,  
Board of Supervisors



**SCHEDULE I  
PARAMETERS**

|                                        |                                                                                                                                                                   |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Maximum Principal Amount:              | Not to exceed the current outstanding par amount of the Refunded Bonds                                                                                            |
| Minimum Annual Debt Service Reduction: | 18.5%                                                                                                                                                             |
| Underwriting Discount:                 | Maximum 1.5%                                                                                                                                                      |
| Maturity Date:                         | May 1, 2038                                                                                                                                                       |
| Redemption Provisions:                 | The Series 2021 Bonds shall be subject to redemption as set forth in the form of Series 2021 Bond attached to the form of Supplemental Indenture attached hereto. |

**SOUTH FORK EAST COMMUNITY DEVELOPMENT DISTRICT**  
**\$(PAR) Capital Improvement Revenue Refunding Bonds, Series 2021**

**BOND PURCHASE CONTRACT**

[BPA Date], 2021

Board of Supervisors  
South Fork East Community Development District  
Hillsborough County, Florida

Dear Ladies and Gentlemen:

FMSbonds, Inc. (the “Underwriter”) offers to enter into this Bond Purchase Contract (the “Purchase Contract”) with South Fork East Community Development District (the “District”). The District is located entirely within the unincorporated area of Hillsborough County, Florida (the “County”). This offer of the Underwriter shall, unless accepted by the District, acting through its Board of Supervisors (the “Board”), expires at 10:00 P.M. prevailing time within the jurisdiction of the District on the date hereof, unless previously withdrawn or extended in writing by the Underwriter. This Purchase Contract shall be binding upon the District and the Underwriter upon execution and delivery. Any capitalized word not defined herein shall have the meaning ascribed thereto in the Preliminary Limited Offering Memorandum (hereinafter defined). In conformance with Section 218.385, Florida Statutes, as amended, the Underwriter hereby delivers to the District the Disclosure and Truth-In-Bonding Statement attached hereto as Exhibit A.

**1. Purchase and Sale.** Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the District and the District hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of its \$(PAR) aggregate principal amount of Capital Improvement Revenue Refunding Bonds, Series 2021 (the “Series 2021 Bonds”). The Series 2021 Bonds shall be dated their date of delivery and shall mature on the dates, shall bear interest at the rates, and shall be subject to redemption prior to maturity, all as provided in the Limited Offering Memorandum (hereinafter defined) and in Exhibit B attached hereto. The purchase price for the Series 2021 Bonds shall be \$[ ] (representing the \$(PAR).00 aggregate principal amount of the Series 2021 Bonds, less an underwriter's discount of \$[ ], and plus/minus net original issue premium/discount of \$[ ] (such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery being hereinafter referred to as the “Closing”).

**2. The Series 2021 Bonds.** The Series 2021 Bonds are to be issued by the District, a local unit of special-purpose government of the State of Florida (the “State”) created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, any successor statute thereto, the Florida Constitution, and other applicable provisions of law (collectively, the “Act”). The Series 2021 Bonds are being issued pursuant to the Act and secured pursuant to the provisions of a Master Trust Indenture, dated as of July 1, 2005 as supplemented by a Seventh Supplemental Trust Indenture dated as of May 1, 2021 (collectively, the “Indenture”), by and between the District and U.S. Bank National Association, as successor trustee (the

“Trustee”) and Resolution Nos. [ ] and 2021-[ ] adopted by the Board of Supervisors of the District (the “Board”) on November 11, 2004 and May 6, 2021 (collectively, the “Bond Resolution”). The Series 2021 Assessments comprising the Series 2021 Pledged Revenues have been levied by the District on the lands within the District specially benefited by the Series 2007A Project pursuant to Resolution Nos. [ ] adopted by the Board on [ ] and Resolution No. [ ] adopted by the Board on [ ] (collectively, the “Assessment Resolutions”). Capitalized terms used but not otherwise defined herein shall have the meaning as set forth in the Indenture or the Preliminary Limited Offering Memorandum, as applicable.

The Series 2021 Bonds are being issued, together with other legally available moneys, to (i) currently refund and redeem all of the District's Outstanding Capital Improvement Revenue Refunding Convertible Capital Appreciation Bonds, Series 2013A, (ii) pay certain costs associated with the issuance of the Series 2021 Bonds, (c) make a deposit into the Series 2021 Reserve Account to be held for the benefit of all of the Series 2021 Bonds, and (d) pay a portion of the interest to become due on the Series 2021 Bonds.

**3. Limited Offering/Establishment of Issue Price.** It shall be a condition to the District's obligation to sell and to deliver the Series 2021 Bonds to the Underwriter, and to the Underwriter's obligation to purchase, accept delivery of and pay for the Series 2021 Bonds, that the entire principal amount of the Series 2021 Bonds be issued, sold and delivered by the District and purchased, accepted and paid for by the Underwriter at the Closing and that the District and the Underwriter receive the opinions, documents and certificates described in Section 8(c) hereof.

The Underwriter agrees to assist the District in establishing the issue price of the Series 2021 Bonds and shall execute and deliver to the District at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit E, with such modifications as may be appropriate or necessary, in the reasonable judgment of Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2021 Bonds.

Except as provided in Exhibit B, the District will treat the first price at which 10% of each maturity of the Series 2021 Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which the Underwriter has sold to the public each maturity of any Series 2021 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2021 Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Series 2021 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (hereinafter defined) has occurred, until either (i) the Underwriter has sold all Series 2021 Bonds of that maturity, or (ii) the 10% test has been satisfied as to the Series 2021 Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable period intervals or otherwise upon request of the District or Bond Counsel. For purposes of this section, if Series 2021 Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2021 Bonds.

The Underwriter confirms that it has offered the Series 2021 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the “initial offering price”),

or at the corresponding yield or yields, set forth in Exhibit B attached hereto, except as otherwise set forth therein. Exhibit B also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2021 Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2021 Bonds, the Underwriter will neither offer nor sell unsold Series 2021 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (a) the close of the fifth (5th) business day after the sale date; or
- (b) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2021 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the District promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2021 Bonds to the public at a price that is no higher than the initial offering price to the public.

The District acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2021 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2021 Bonds, including but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2021 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2021 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price, including but not limited to its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2021 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price for the Series 2021 Bonds, including but not limited its agreement to comply with the hold-the-offering-price rule as applicable to the Series 2021 Bonds.

The Underwriter confirms that:

- (a) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2021 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable,

(1) (A) to report the prices at which it sells to the public the unsold Series 2021 Bonds of each maturity allotted to it, whether or not the Closing Date has occurred, until either all Series 2021 Bonds of that maturity allotted to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2021 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonably periodic intervals or otherwise upon request of the Underwriter, and (B) to comply with the hold the offering-price rule, if applicable, if and for so long as directed by the Underwriter, and

(2) to promptly notify the Underwriter of any sales of Series 2021 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2021 Bonds to the public (as such term being use is defined below);

(3) to acknowledge that, unless otherwise advised by the dealer, or broker-dealer, the Underwriter shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(b) any selling group agreement relating to the initial sale of the Series 2021 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2021 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2021 Bonds of each maturity allotted to it, whether or not the Closing Date has occurred, until either all Series 2021 Bonds of that maturity allocated to it has been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2021 Bonds of that maturity, provided that the reporting obligation after the Closing Date may be at reasonably periodic intervals or otherwise upon the request of the Underwriter, or such Underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

The Underwriter acknowledges that sales of any Series 2021 Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this section:

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

(b) “underwriter” means (i) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2021 Bonds to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) to participate in the initial sale of the Series 2021 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2021 Bonds to the public),

(c) a purchaser of any of the Series 2021 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(d) “sale date” means the date of execution of this Purchase Contract by all parties.

**4. Use of Documents.** Prior to the date hereof, the District has caused to be prepared and provided to the Underwriter the Preliminary Limited Offering Memorandum, dated [PLOM Date], 2021 (the “Preliminary Limited Offering Memorandum”) of the District, relating to the Series 2021 Bonds. The Underwriter has reviewed the Preliminary Limited Offering Memorandum prior to the execution of this Purchase Contract. The District hereby authorizes, ratifies and approves the use of the Preliminary Limited Offering Memorandum by the Underwriter. The District shall deliver, or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof but not later than the Closing Date and in sufficient time to accompany any confirmation that requests payment from any customer such number of copies of the final Limited Offering Memorandum (the “Limited Offering Memorandum” and, together with the Preliminary Limited Offering Memorandum, the “Limited Offering Memoranda”) as the Underwriter shall reasonably request to comply with the requirements of Rule 15c2-12 and all applicable rules of the Municipal Securities Rulemaking Board (the “MSRB”). The Underwriter agrees to file the Limited Offering Memorandum with the MSRB not later than two (2) business days after the Closing Date. The Underwriter agrees that it will not confirm the sale of any Series 2021 Bonds unless a final written confirmation of sale is accompanied or preceded by the delivery of a copy of the Limited Offering Memorandum. The District hereby authorizes the use of the Limited Offering Memorandum by the Underwriter.

**5. Definitions.** For purposes hereof, this Purchase Contract, the Indenture, the Continuing Disclosure Agreement to be dated as of [Closing Date], 2021 by and between the District and Inframark, LLC, as dissemination agent, in substantially the form attached to the Limited Offering Memoranda as Appendix E thereto (the “Disclosure Agreement”), the Escrow Deposit Agreement between U.S. Bank National Association as Trustee and the District (the “Escrow Agreement”, and the DTC Blanket Issuer Letter of Representations entered into by the District, are referred to herein collectively as the “Financing Documents.”

**6. Representations, Warranties and Agreements.** The District hereby represents, warrants and agrees as follows:

(a) The Board is the governing body of the District and the District is and will be on the Closing Date duly organized and validly existing as a unit of special-purpose government created pursuant to the Constitution and laws of the State, including the Act;

(b) The District has full legal right, power and authority to (i) adopt the Bond Resolution and the Assessment Resolutions, (ii) enter into the Financing Documents, (iii) sell, issue and deliver the Series 2021 Bonds to the Underwriter as provided herein, (iv) apply the proceeds of the sale of the Series 2021 Bonds for the purposes described in the Preliminary Limited Offering Memorandum, (v) acknowledge the use of the Limited Offering Memoranda and authorize the execution of the Limited Offering Memorandum, and (vi) carry out and consummate the transactions contemplated by the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Series 2021 Bonds and the Preliminary Limited Offering Memorandum, including but not limited to entering into a collection agreement to provide for the collection of the Series 2021 Assessments using the Uniform Method in accordance with the Indenture. The District has complied, and on the Closing Date will be in compliance in all material respects, with the terms of the Act and with the obligations on its part contained in the Bond Resolution, the Assessment Resolutions, the Financing Documents and the Series 2021 Bonds;

(c) At meetings of the Board that were duly called and noticed and at which a quorum was present and acting throughout, the Board duly adopted the Bond Resolution and the Assessment Resolutions, and the same are in full force and effect and have not been supplemented, amended, modified or repealed, except as set forth therein. By all necessary official Board action, the District has duly authorized and approved the delivery of the Preliminary Limited Offering Memorandum and the execution and delivery of the Financing Documents, the Series 2021 Bonds and the Limited Offering Memorandum, has duly authorized and approved the performance by the District of the obligations on its part contained in the Financing Documents and the Series 2021 Bonds and the consummation by it of all other transactions contemplated by this Purchase Contract and the Preliminary Limited Offering Memorandum in connection with the issuance of the Series 2021 Bonds. Upon execution and delivery by the District and the Trustee (and assuming the due authorization, execution and delivery of the Indenture by the Trustee), the Indenture will constitute a legal, valid and binding obligation of the District, enforceable in accordance with its terms, subject only to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). Upon execution by the District and the other parties thereto (and assuming the due authorization, execution and delivery of such agreements by the other parties thereto) the Financing Documents will constitute the legal, valid and binding obligations of the District, enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(d) Except as may be expressly disclosed in the Preliminary Limited Offering Memorandum, the District is not in material breach of or material default under any applicable provision of the Act or any applicable constitutional provision or statute or, to the best of its knowledge, administrative regulation of the State or the United States of America or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of its knowledge, no event has occurred and is continuing which with the passage of time or

the giving of notice, or both, would constitute a material default or material event of default under any such instrument, and the execution and delivery of the Series 2021 Bonds, the Financing Documents and, when available, the Limited Offering Memorandum and the adoption of the Bond Resolution and the Assessment Resolutions, and compliance with the provisions on the District's part contained therein, will not conflict with or constitute a material breach of or material default under any applicable constitutional provision or law or, to the best of its knowledge, any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as provided by the Series 2021 Bonds and the Indenture. To the best of its knowledge, no event has occurred which, with the lapse of time or the giving of notice, or both, would constitute an event of default (as therein defined) under the Series 2021 Bonds or the Financing Documents;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization by the District, or which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due performance by the District of its obligations, to issue the Series 2021 Bonds, or perform under the Series 2021 Bonds, the Bond Resolution, the Assessment Resolutions or the Financing Documents, have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2021 Bonds;

(f) The descriptions of the Series 2021 Bonds and the Financing Documents to the extent referred to in the Preliminary Limited Offering Memorandum, conform in all material respects to the Series 2021 Bonds and such Financing Documents;

(g) The Series 2021 Bonds, when issued, executed and delivered in accordance with the Indenture and when sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the District, entitled to the benefits of the Indenture and upon such issuance, execution and delivery of the Series 2021 Bonds, the Indenture will provide, (i) for the benefit of the holders from time to time of the Series 2021 Bonds, a legally valid and binding pledge of and first lien on the Series 2021 Pledged Revenues. On the Closing Date, all conditions precedent to the issuance of the Series 2021 Bonds set forth in the Indenture will have been complied with or fulfilled;

(h) As of the date hereof, there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to its best knowledge, threatened against the District (i) contesting the organization, existence or powers of the District or the titles of the respective officers of the Board to their respective offices, (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2021 Bonds or the application of the proceeds of the sale thereof for the purposes described in the Preliminary Limited Offering



Memorandum or the collection of Series 2021 Assessments or the pledge of and lien on the Series 2021 Pledged Revenues, pursuant to the Indenture, (iii) contesting or affecting specifically as to the District the validity or enforceability of the Act or any action of the District in any respect relating to the authorization for the issuance of the Series 2021 Bonds, the Bond Resolution, the Assessment Resolutions and the Financing Documents, or the application of the proceeds of the Series 2021 Bonds for the purposes set forth in the Preliminary Limited Offering Memorandum, (iv) contesting the federal tax status of the Series 2021 Bonds, or (v) contesting the completeness or accuracy of the Preliminary Limited Offering Memorandum or any supplement or amendment thereto;

(i) To the extent applicable, the District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to (i) qualify the Series 2021 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (ii) determine the eligibility of the Series 2021 Bonds for investment under the laws of such states and other jurisdictions, and the District will use its best efforts to continue such qualifications in effect so long as required for the initial limited offering and distribution of the Series 2021 Bonds; provided, however, that the District shall not be required to execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction or register as a broker/dealer;

(j) As of its date (unless an event occurs of the nature described in paragraph (l) of this Section 6) and at all times subsequent thereto, up to and including the Closing Date, the statements and information contained in the Preliminary Limited Offering Memorandum (other than “Permitted Omissions”) and in the Limited Offering Memorandum are and will be accurate in all material respects for the purposes for which their use is authorized and do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda under the captions “SUITABILITY FOR INVESTMENT,” “DESCRIPTION OF THE SERIES 2021 BONDS – Book-Entry Only System,” “THE DISTRICT – District Manager and Other Consultants,” “TAX MATTERS” and “UNDERWRITING;”

(k) If the Limited Offering Memorandum is supplemented or amended pursuant to subsection (l) of this Section 6, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memorandum under the captions “DESCRIPTION OF THE SERIES 2021 BONDS – Book-Entry Only System,” “THE DISTRICT – District Manager and Other Consultants,” “TAX MATTERS,” “SUITABILITY FOR INVESTMENT” and “UNDERWRITING;”

(l) If between the date of this Purchase Contract and the earlier of (i) ninety (90) days from the end of the “Underwriting Period” as defined below, or (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB's Electronic Municipal Market Access system (but in no event less than twenty-five (25) days following the end of the Underwriting Period), any event shall occur, of which the District has actual knowledge, which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the District will at its expense supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter. The end of the Underwriting Period shall be the next business day after the Closing Date;

(m) Since its inception, there has been no material adverse change in the properties, businesses, results of operations, prospects, management or financial or other condition of the District, except as disclosed in the Preliminary Limited Offering Memorandum, and the District has not incurred liabilities that would materially adversely affect its ability to discharge its obligations under the Bond Resolution, the Assessment Resolutions, the Series 2021 Bonds or the Financing Documents, direct or contingent, other than as set forth in or contemplated by the Preliminary Limited Offering Memorandum;

(n) Except as may be expressly disclosed in the Preliminary Limited Offering Memorandum, the District has not and is not now in default in the payment of the principal of or the interest on any governmental security issued or guaranteed by it after December 31, 1975, which would require the disclosure pursuant to Section 517.051, Florida Statutes or Rule 3E-400.003 of the Florida Department of Financial Services;

(o) Except as may be expressly disclosed in the Preliminary Limited Offering Memorandum, the District has never failed to comply with any continuing disclosure obligations undertaken by the District in accordance with the continuing disclosure requirements of Rule 15c2-12;

(p) The District has not been notified of any listing or the proposed listing of the District by the Internal Revenue Service as an issuer whose arbitrage certifications may not be relied upon;

(q) Any certificate signed by any official of the District and delivered to the Underwriter will be deemed to be a representation by the District to the Underwriter as to the statements made therein; and

(r) From the date of this Purchase Contract through the Closing Date, the District will not issue any bonds, notes or other obligations payable from the Series 2021 Pledged Revenues.

7. **Closing.** At 10:00 a.m. prevailing time on [Closing Date], 2021 (the “Closing Date”) or at such later time as may be mutually agreed upon by the District and the Underwriter, the District will, subject to the terms and conditions hereof, deliver the Series 2021 Bonds to the Underwriter in definitive book-entry only form, duly executed and authenticated, together with the other documents hereinafter mentioned and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Series 2021 Bonds as set forth in Section 1 hereof, in federal or other immediately available funds to the order of the District. Delivery of the Series 2021 Bonds as aforesaid shall be made pursuant to the FAST system of delivery of The Depository Trust Company, New York, New York, or at such other place as may be mutually agreed upon by the District and the Underwriter. The Series 2021 Bonds shall be typewritten, shall be prepared and delivered as fully registered bonds in book-entry only form, with one bond for each maturity, registered in the name of Cede & Co. and shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection, unless otherwise agreed by the District and the Underwriter.

8. **Closing Conditions.** The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties and agreements of the District contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the District of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Purchase Contract are conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing Date, and are also subject to the following additional conditions:

(a) The representations and warranties of the District contained herein shall be true, complete and correct, on the date hereof and on and as of the Closing Date, as if made on the Closing Date;

(b) At the time of the Closing, the Bond Resolution, the Assessment Resolutions, the Series 2021 Bonds and the Financing Documents shall each be in full force and effect in accordance with their respective terms and the Bond Resolution, the Assessment Resolutions, the Indenture and the Limited Offering Memorandum shall not have been supplemented, amended, modified or repealed, except in any such case as may have been agreed to by the Underwriter;

(c) At or prior to the Closing Date, the Underwriter and the District shall have received each of the following:

(1) The Limited Offering Memorandum and each supplement or amendment, if any, thereto, executed on behalf of the District by the Chairperson of the Board or such other authorized member of the Board;

(2) A copy of each of the Bond Resolution and the Assessment Resolutions certified by the Secretary or an Assistant Secretary of the Board under seal as having been duly adopted by the Board of the District and as being in full force and effect;

(3) Executed copies of each of the Financing Documents;

(4) The opinion, dated as of the Closing Date and addressed to the District, of Nabors Giblin & Nickerson, P.A., Bond Counsel, in substantially the form attached to the Preliminary Limited Offering Memorandum as Appendix C, together with a letter of such counsel, dated as of the Closing Date and addressed to the Underwriter and the Trustee, to the effect that the foregoing opinion addressed to the District may be relied upon by the Underwriter and the Trustee to the same extent as if such opinion were addressed to them;

(5) The opinion of Bond Counsel to the effect that Bond Counsel has reviewed the statements contained in the Limited Offering Memorandum under the sections captioned “PLAN OF REFUNDING,” “DESCRIPTION OF THE SERIES 2021 BONDS” (other than the portion thereof captioned “Book-Entry Only System” and other than any information therein relating to DTC or the book-entry system, as to which no opinion is expressed) and “SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2021 BONDS” and, insofar as such statements purport to be summaries of certain provisions of the Series 2021 Bonds, the Act and the Indenture, they constitute a fair summary of the information purported to be summarized therein, the statements in the Limited Offering Memorandum on the cover relating to Bond Counsel's opinion and under the caption “TAX MATTERS” are accurate statements or summaries of the matters therein set forth, and the documents attached to the Limited Offering Memorandum as “APPENDIX B – COPY OF MASTER INDENTURE AND SEVENTH SUPPLEMENTAL INDENTURE” and “APPENDIX C – FORM OF OPINION OF BOND COUNSEL” are correct forms of such documents;

(6) The opinion, dated as of the Closing Date of Straley Robin Vericker, P.A, counsel to the District, substantially in the form attached hereto as Exhibit C;

(7) An opinion, dated as of the Closing Date and addressed to the Underwriter and the District, of counsel to the Trustee, in form and substance acceptable to Bond Counsel, Disclosure Counsel, Underwriter, Underwriter's Counsel, District Counsel and the District;

(8) A customary 10b-5 opinion, dated as of the Closing Date, of Nabors Giblin & Nickerson, P.A., in its role as Disclosure Counsel to the District (“Disclosure Counsel”), in form and substance satisfactory to the Underwriter, Underwriter's Counsel, the District, and District Counsel;

(9) A customary authorization and incumbency certificate, dated as of the Closing Date, signed by authorized officers of the Trustee and Escrow Agent;

(10) Ordinance No. 13-32 enacted by the Board of County Commissioners of Hillsborough County, Florida (the “County Commission”) on August 10, 2004 establishing the District, as amended by Ordinance No. 13-32,

enacted by the County Commission on December 10, 2013, which expanded the boundaries of the District;

(11) A certificate, dated as of the Closing Date, signed by the Chairperson or Vice Chairperson and the Secretary or an Assistant Secretary of the Board, setting forth that (i) each of the representations of the District contained herein was true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the Closing Date as if made on such date, (ii) the District has performed all obligations to be performed hereunder as of the Closing Date, (iii) except as may be disclosed in the Limited Offering Memorandum, the District has never been in default as to principal or interest with respect to any obligation issued or guaranteed by the District, (iv) the District agrees to take all reasonable action necessary to use the Uniform Method or the direct collection method, as the case may be, as the means of collecting the Series 2021 Assessments as described in the Indenture, and (v) the Limited Offering Memoranda (other than permitted omissions with respect to the Preliminary Limited Offering Memorandum and other than the information under the captions “SUITABILITY FOR INVESTMENT,” “DESCRIPTION OF THE SERIES 2021 BONDS – Book-Entry Only System,” “THE DISTRICT – District Manager and Other Consultants,” “TAX MATTERS” and “UNDERWRITING”, as to which no view need be expressed) as of their date, and as of the Closing Date, does not contain any untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Limited Offering Memoranda are to be used, or which is necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

(12) Specimen Series 2021 Bonds;

(13) A customary signature and no litigation certificate, dated as of the Closing Date, signed on behalf of the District by the Chairperson or Vice Chairperson and Secretary or an Assistant Secretary of the Board;

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

(15) Executed copy of the District's Arbitrage Certificate;

(16) Executed copy of Internal Revenue Service Form 8038-G relating to the Series 2021 Bonds;

(17) An executed Verification Report;

(18) An opinion of Bond Counsel to the effect that the defeasance of the Refunded Bonds is permitted by the 2013 Indenture and that such defeasance will not affect the tax-exempt status of the Refunded Bonds;

(19) A certificate of the District Manager, Assessment Consultant and Dissemination Agent, dated as of the Closing Date, substantially in the form attached hereto as Exhibit D;

(20) Such additional documents as may be required by the Indenture to be delivered as a condition precedent to the issuance of the Series 2021 Bonds;

(21) An executed copy of the Final Judgment of the Circuit Court in and for Hillsborough County, Florida issued on February 18, 2005 validating the Refunded Bonds and appropriate certificate of no-appeal;

(22) A copy of the Final Supplemental Special Assessment Methodology Report dated on or about the date hereof, relating to the Series 2021 Bonds;

(23) A copy of the executed Escrow Agreement; and

(24) Such additional legal opinions, certificates, instruments and other documents as the Underwriter, Underwriter's Counsel or Bond Counsel may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the District's representations and warranties contained herein and of the statements and information contained in the Limited Offering Memoranda and the due performance or satisfaction by the District on or prior to the Closing of all the agreements then to be performed and conditions then to be satisfied.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase (unless waived by the Underwriter in its sole discretion), to accept delivery of and to pay for the Series 2021 Bonds contained in this Purchase Contract, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 2021 Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the District shall be under any further obligation hereunder, except that the respective obligations of the District and the Underwriter set forth in Section 10 hereof shall continue in full force and effect.

**9. Termination.** The Underwriter shall have the right to terminate its obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Series 2021 Bonds by notifying the District of its election to do so if, after the execution hereof and prior to the Closing: (a) legislation shall have been introduced in or enacted by the Congress of the United States or enacted by the State, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairperson or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such committee, by any member thereof, or legislation shall have been favorably reported for passage to either House of Congress of the United States by a committee of such House to which such

legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or the State, including the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States, or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the District or by any similar body, or upon interest on obligations of the general character of the Series 2021 Bonds, which may have the purpose or effect, directly or indirectly, of materially and adversely affecting the tax status of the District, its property or income, its securities (including the Series 2021 Bonds) or the interest thereon, or any tax matters granted or authorized by the State or, which in the reasonable opinion of the Underwriter, affects materially and adversely the market for the Series 2021 Bonds, or the market price generally of obligations of the general character of the Series 2021 Bonds; (b) the District has, without the prior written consent of the Underwriter, offered or issued any bonds, notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, or there has been an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District, other than in the ordinary course of its business; (c) any event shall have occurred or shall exist which, in the reasonable opinion of the Underwriter, would or might cause the information contained in the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; or (d) the District fails to adopt the Assessment Resolutions or fails to perform any action to be performed by it in connection with the levy of the Series 2021 Assessments.

**10. Expenses.**

(a) The District agrees to pay, and the Underwriter shall not be obligated to pay, any expenses incident to the performance of the District's obligations hereunder, including, but not limited to (i) the cost of the preparation and distribution of the Indenture, (ii) the cost of the preparation of the Limited Offering Memoranda and any supplements thereto, together with a reasonable number of copies which the Underwriter may request if any copies of the Limited Offering Memoranda are printed, (iii) the cost of registering the Series 2021 Bonds in the name of Cede & Co., as nominee of DTC, which will act as securities depository for such Series 2021 Bonds, and (iv) the fees and disbursements of counsel to the District, the District Manager, Bond Counsel, Disclosure Counsel, Underwriter's Counsel, the Assessment Consultant, and any other experts or consultants retained by the District. The District's obligations under this Section 10(a) shall survive any termination of the Purchase Contract pursuant to either Section 8 or 9 hereof.

(b) The Underwriter agrees to pay all advertising expenses in connection with the Series 2021 Bonds, if any.

**11. No Advisory or Fiduciary Role.** The District acknowledges and agrees that (a) the purchase and sale of the Series 2021 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the District and the Underwriter, (b) in connection with such transaction and with the discussions, undertakings and procedures leading up to such transaction, the Underwriter is and has been acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor, as such term is defined in Section 975(e) of

the Dodd-Frank Wall Street Reform and Consumer Protection Act), agent or fiduciary of the District, (c) the Underwriter has not assumed any advisory or fiduciary responsibility in favor of the District with respect to the limited offering contemplated hereby or the discussions, undertakings and procedures leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the District on other matters) or any other obligation to the District except the obligations expressly set forth in this Purchase Contract, (d) the Underwriter has financial and other interests that differ from those of the District and (e) the District has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2021 Bonds. In addition, the District acknowledges receipt from the Underwriter of disclosures under Rule G-17 of the MSRB.

**12. Notices.** Any notice or other communication to be given to the District under this Purchase Contract may be given by delivering the same in writing to the District Manager at Inframark, LLC, 2654 Cypress Ridge Boulevard, Suite 101, Wesley Chapel, Florida 33544, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to FMSbonds, Inc., 20660 W. Dixie Highway, North Miami Beach, Florida 33180, Attention: Jon Kessler.

**13. Parties in Interest; Survival of Representations.** This Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the District's representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect, regardless of (a) any investigations made by or on behalf of the Underwriter and (b) delivery of and payment for the Series 2021 Bonds pursuant to this Purchase Contract.

**14. Effectiveness.** This Purchase Contract shall become effective upon the execution by the appropriate officials of the District and shall be valid and enforceable at the time of such acceptance. To the extent of any conflict between the provisions of this Purchase Contract and any prior contract between the parties hereto, the provisions of this Purchase Contract shall govern.

**15. Headings.** The headings of the sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

**16. Amendment.** No modification, alteration or amendment to this Purchase Contract shall be binding upon any party until such modification, alteration or amendment is reduced to writing and executed by all parties hereto.

**17. Governing Law.** This Purchase Contract shall be governed and construed in accordance with the laws of the State.

**18. Counterparts; Facsimile.** This Purchase Contract may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were signatures upon the same instrument. Facsimile and pdf signatures shall be deemed originals.

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Very truly yours,

**FMSBONDS, INC.**

By: \_\_\_\_\_  
Theodore A. Swinarski,  
Senior Vice President – Municipal Trading

Accepted and agreed to this  
[ ] day of May, 2021.

**SOUTH FORK EAST COMMUNITY  
DEVELOPMENT DISTRICT**

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

**EXHIBIT A**

**DISCLOSURE AND TRUTH-IN-BONDING STATEMENT**

[BPA Date], 2021

South Fork East Community Development District  
Hillsborough County, Florida

Re: \$[PAR] Capital Improvement Revenue Refunding Bonds, Series 2021

Dear Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the above-referenced bonds (the "Series 2021 Bonds"), FMSbonds, Inc. (the "Underwriter"), having purchased the Series 2021 Bonds pursuant to a Bond Purchase Contract dated [BPA Date], 2021 (the "Purchase Contract"), between the Underwriter and South Fork East Community Development District (the "District"), furnishes the following information in connection with the limited offering and sale of the Series 2021 Bonds:

1. The total underwriting discount paid to the Underwriter pursuant to the Bond Purchase Contract is approximately \$[ ] per \$1,000.00 or \$[ ].
2. The names, addresses and estimated amounts of compensation of any person who is not regularly employed by, or not a partner or officer of, the Underwriter, bank, banker, or financial consultant or advisor and who enters into an understanding with either the District or the Underwriter, or both, for any paid or promised compensation or valuable consideration directly, expressly or impliedly, to act solely as an intermediary between the District and the Underwriter for the purposes of influencing any transaction in the purchase of the Series 2021 Bonds are: None.
3. The nature and estimated amounts of expenses to be incurred by the Underwriter in connection with the issuance of the Series 2021 Bonds are set forth in Schedule I attached hereto.
4. The management fee charged by the Underwriter is: \$0.
5. Any other fee, bonus or other compensation estimated to be paid by the Underwriter in connection with the Series 2021 Bonds to any person not regularly employed or retained by the Underwriter is as follows: None. Aponte & Associates Law Firm, P.L.L.C., has been retained as counsel to the Underwriter to prepare the Bond Purchase Contract and will be compensated by the District.

The District is proposing to issue \$[PAR] aggregate amount of the Series 2021 Bonds for the purpose of providing funds, together with other legally available moneys, to (i) currently refund and redeem all of the District's Outstanding Capital Improvement Revenue Refunding Convertible Capital Appreciation Bonds, Series 2013A, (ii) pay certain costs associated with the issuance of

the Series 2021 Bonds, (iii) make a deposit into the Series 2021 Reserve Account to be held for the benefit of all of the Series 2021 Bonds, and (iv) pay a portion of the interest to become due on the Series 2021 Bonds. This debt or obligation is expected to be repaid over a period of approximately [ ] ([ ]) years. At a net interest cost of approximately [ ]%, total interest paid over the life of the Series 2021 Bonds will be \$[ ].

The source of repayment for the Series 2021 Bonds is the Series 2021 Assessments imposed and collected by the District. Based solely upon the assumptions set forth in the paragraph above, the issuance of the Series 2021 Bonds will result in approximately \$[ ] (representing average annual debt service on the Series 2021 Bonds) of the District's special assessment revenues not being available to the District on an annual basis to finance other services of the District; provided, however, that in the event that the Series 2021 Bonds were not issued, the District would not be entitled to impose and collect the Series 2021 Assessments in the amount of the principal of and interest to be paid on the Series 2021 Bonds. However, the Series 2013A Assessments would be available to pay debt service on the Refunded Bonds.

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The address of the Underwriter is:

FMSbonds, Inc.  
20660 W. Dixie Highway  
North Miami Beach, Florida 33180

Sincerely,

By: \_\_\_\_\_  
Theodore A. Swinarski,  
Senior Vice President - Municipal Trading

**SCHEDULE I**

| <u>Expense</u>           | <u>Amount</u> |
|--------------------------|---------------|
| DALCOMP                  |               |
| Clearance                |               |
| CUSIP                    |               |
| DTC                      |               |
| FINRA/SIPC               |               |
| MSRB                     |               |
| <u>Electronic Orders</u> |               |
| TOTAL:                   |               |

**EXHIBIT B**

**TERMS OF SERIES 2021 BONDS**

- 1. **Purchase Price: \$**
- 2. **Maturity Dates, Principal Amounts, Interest Rates, Yields and Prices:**

| <b>Bond</b> | <b>Maturity Date<br/>(May 1)</b> | <b>Amount</b> | <b>Interest Rate</b> | <b>Yield</b> | <b>Price</b> |
|-------------|----------------------------------|---------------|----------------------|--------------|--------------|
| Serial*     |                                  |               |                      |              |              |
| Serial*     |                                  |               |                      |              |              |
| Serial*     |                                  |               |                      |              |              |
| Serial*     |                                  |               |                      |              |              |
| Serial*     |                                  |               |                      |              |              |
| Term 1*     |                                  |               |                      |              |              |
| Term 2*     |                                  |               |                      |              |              |

\* Represents maturity for which 10% test has been met as of sale date.

- 3. **Redemption Provisions:**

***Optional Redemption***

The Series 2021 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after [ ], at the Redemption Price of the principal amount of the Series 2021 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

***Mandatory Sinking Fund Redemption***

The Series 2021 Bonds maturing May 1, 2031, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2021 Sinking Fund Account established under the Seventh Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

| <b>May 1<br/>of the Year</b> | <b>Amortization<br/>Installment</b> |
|------------------------------|-------------------------------------|
|------------------------------|-------------------------------------|

---

\* Final maturity

The Series 2021 Bonds maturing May 1, 2037, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2021 Sinking Fund Account established under the Seventh Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

| <b>May 1<br/>of the Year</b> | <b>Amortization<br/>Installment</b> |
|------------------------------|-------------------------------------|
|------------------------------|-------------------------------------|

---

\* Final maturity

As more particularly set forth in the Indenture, any Series 2021 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2021 Bonds. Amortization Installments are also subject to recalculation, as provided in the Seventh Supplemental Indenture, as the result of the redemption of Series 2021 Bonds other than from scheduled Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2021 Bonds as set forth in the Seventh Supplemental Indenture.

***Extraordinary Mandatory Redemption***

The Series 2021 Bonds are subject to extraordinary mandatory redemption prior to maturity in whole or in part on any Redemption Date at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

- (a) from amounts, including Series 2021 Prepayments, required by the Indenture to be deposited into the Series 2021 Prepayment Subaccount; or
- (b) from amounts transferred from the Series 2021 Reserve Account to the Series 2021 Prepayment Subaccount resulting from a reduction in the Series 2021 Reserve Account Requirement resulting from Prepayments of Series 2021 Assessments as provided for in the Indenture; or
- (c) on the date on which the amount on deposit in the Series 2021 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2021 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2021 Bonds shall be called for redemption, the particular Series 2021 Bonds or portions of Series 2021 Bonds to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.



**EXHIBIT C**

**FORM OF DISTRICT COUNSEL'S OPINION**

[Closing Date], 2021

South Fork East Community Development District  
Hillsborough County, Florida

FMSbonds, Inc.  
North Miami Beach, Florida

U.S. Bank National Association, as Trustee  
Orlando, Florida

Re:     \$[PAR] South Fork East Community Development District (Hillsborough County,  
Florida) Capital Improvement Revenue Refunding Bonds, Series 2021

Ladies and Gentlemen:

**[Customary introduction/qualifications]**

1.       The District has been established and validly exists as a community development district and independent local unit of special purpose government under applicable Florida law. The Bond Purchase Contract, the Indenture, the DTC Letter of Representations, the Escrow Deposit Agreement, and the Continuing Disclosure Agreement (collectively, the “Financing Documents”), and the Bonds have been duly authorized, executed and delivered, and assuming due execution by the other party(ies) thereto, if applicable, the Financing Documents, the Bonds, Resolution No. [    ] and Resolution No. 2021-[    ] adopted by the Board of Supervisors of the District (the “Board”) on November 11, 2004 and May 6, 2021 respectively (collectively, the “Bond Resolution”), Resolution No. [    ] which was adopted by the Board on [    ], and Resolution No. [    ] which was adopted by the Board on [    ] (collectively, the “Assessment Resolutions”), constitute legal, valid and binding obligations of the District, enforceable in accordance with their respective terms, except to the extent that the enforceability of the rights and remedies set forth therein may be limited by bankruptcy, insolvency, and similar laws affecting creditors' rights generally and general principles of equity.

2.       There is no litigation or other proceeding now pending of which the District or its registered agent has received notice or service of process, or to our best knowledge, threatened against the District: (a) contesting the existence or powers of the Board or the titles of the respective officers of the Board to their respective offices; (b) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the application of the proceeds of the sale thereof for the purposes described in the Limited Offering Memoranda (as defined herein) or the collection of Series 2021 Assessments or the pledge of and lien on the Series 2021 Trust Estate pursuant to the Indenture; (c) contesting or affecting specifically as to the District the validity or enforceability of the Act or any action of the District relating to authorization for the issuance of the Bonds, the Bond Resolution, the Assessment Resolutions, the Financing Documents, or the application of the proceeds of the Bonds for the purposes set forth in the Limited Offering Memoranda;

(d) specifically contesting the federal or state tax status of the Bonds; or (e) contesting the completeness or accuracy of the Limited Offering Memoranda or any supplement or amendment thereto.

3. The District has duly authorized and delivered the Preliminary Limited Offering Memorandum, dated [PLOM Date], 2021 (the “Preliminary Limited Offering Memorandum”) and duly authorized, executed, and delivered the Limited Offering Memorandum dated [BPA Date], 2021 (the “Limited Offering Memorandum” and, together with the Preliminary Limited Offering Memorandum, the “Limited Offering Memoranda”).

4. Based upon our representation of the District as its Counsel and our limited participation in the preparation of the Limited Offering Memoranda, we have no reason to believe that the statements and information contained in the Limited Offering Memoranda under the captions (including all subcaptions thereunder unless hereinafter excluded) “INTRODUCTION,” “SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2021 BONDS,” “ENFORCEMENT OF ASSESSMENT COLLECTIONS,” “THE DISTRICT” (excluding the sub-caption “The District Manager and Other Consultants”), “AGREEMENT BY THE STATE,” “LITIGATION – The District,” “FINANCIAL STATEMENTS,” “DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS,” “VALIDATION,” “CONTINUING DISCLOSURE,” and “AUTHORIZATION AND APPROVAL” are not true and accurate and as of its date did not, and as of the date hereof do not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The District is not, in any manner material to the issuance of the Bonds, in breach of or default under any applicable provision of the Act or constitutional provision, statute, or administrative regulation of the State or the United States, or to the best of our knowledge, any applicable judgment or decree, any loan agreement, indenture, bond, note, resolution, agreement, or any other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of our knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; provided, however, that no opinion is expressed as to compliance with any state or federal tax laws or with any state “Blue Sky” or other securities laws, as may be applicable.

6. The execution and delivery of the Bonds and the Financing Documents, and the adoption of the Bond Resolution and the Assessment Resolutions and compliance with the provisions on the District's part contained therein will not conflict with or constitute a breach of or default under any applicable constitutional provision or law, or to the best of our knowledge, under any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as expressly provided by the Bonds and the Indenture. To the best of our knowledge after due inquiry, the District has taken no action which, with the lapse of time or the giving of notice, or both would constitute a material default or event of default by the District under the Bonds or the Financing Documents.

7. To the best of our knowledge after investigation, all consents, permits or licenses, and all notices to or filings with governmental authorities necessary for the consummation by the District of the transactions described in the Limited Offering Memoranda and contemplated by the Indenture required to be obtained or made, have been obtained or made or there is no reason to believe they will not be obtained or made when required, provided that no opinion is expressed as to the applicability of or compliance with tax laws, state “Blue Sky” laws or other securities laws.

8. The District has the right and authority under the Act and other state law to adopt the Bond Resolution and the Assessment Resolutions, to issue the Bonds and to levy the Series 2021 Assessments that will secure the Bonds, and has duly adopted the Bond Resolution and the Assessment Resolutions.

9. All proceedings undertaken by the District with respect to the Series 2021 Assessments securing the Bonds, including adoption of the Assessment Resolutions, were undertaken in accordance with Florida law, and the District has taken all necessary action as of the date hereof to levy and impose the Series 2021 Assessments. The Series 2021 Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Series 2021 Assessments are assessed, co-equal with the lien of all state, county, district and municipal taxes and assessments, and superior in dignity to all other liens, titles and claims, until paid.

10. The Bonds are refunding bonds that have been previously validated by a final judgment of the Circuit Court in and for Hillsborough County, Florida, and, therefore, the Bonds do not need to be validated.

11. All conditions prescribed in the Indenture and the Purchase Contract to be performed by the District as precedent to the issuance of the Bonds have been fulfilled.

Very truly yours,

STRALEY ROBIN VERICKER, P.A.

## EXHIBIT D

### **FORM OF CERTIFICATE OF DISTRICT MANAGER, ASSESSMENT CONSULTANT AND DISSEMINATION AGENT**

**INFRAMARK, LLC (“INFRAMARK”), DOES HEREBY CERTIFY:**

1. This certificate is furnished pursuant to Section 8(c)(19) of the Bond Purchase Contract dated [BPA Date], 2021 (the “Purchase Contract”), between South Fork East Community Development District (the “District”) and FMSbonds, Inc., relating to the sale by the District of \$[PAR] Capital Improvement Revenue Refunding Bonds, Series 2021 (the “Series 2021 Bonds”). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Limited Offering Memorandum (hereinafter defined), as applicable.

2. INFRAMARK has acted as District Manager and Assessment Consultant to the District in connection with the sale and issuance by the District of the Series 2021 Bonds and has participated in the preparation of the Preliminary Limited Offering Memorandum dated [PLOM Date], 2021 (the “Preliminary Limited Offering Memorandum”) and the Limited Offering Memorandum dated [BPA Date], 2021 (the “Limited Offering Memorandum” and, together with the Preliminary Limited Offering Memorandum, the “Limited Offering Memoranda”).

3. In connection with the issuance of the Series 2021 Bonds, we have been retained by the District to prepare the Final Supplemental Assessment Allocation Report, dated [BPA Date], 2021 (the “Report”), which Assessment Report has been included as an appendix to the Limited Offering Memoranda. We hereby consent to the use of such Assessment Report in Limited Offering Memoranda and consent to the references to us therein, and the Assessment Report was prepared in accordance with Florida law governing the imposition of governmental special assessments.

4. As District Manager, nothing has come to our attention that would lead us to believe that the Limited Offering Memoranda, as they relate to the District, or any information provided by us, and the Assessment Report, as of their date and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

5. The information set forth in the Limited Offering Memoranda under the captions “SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2021 BONDS – Enforcement and Collection of Series 2021 Assessments,” “THE DISTRICT – District Manager and Other Consultants,” “ASSESSMENT METHODOLOGY” “LITIGATION,” “DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS,” “CONTINUING DISCLOSURE” and in “APPENDIX A – ASSESSMENT REPORT,” did not as of the dates of the Limited Offering Memoranda and does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

6. To the best of our knowledge, there has been no change which would materially adversely affect the assumptions made or the conclusions reached in the Assessment Report and the considerations and assumptions used in compiling the Assessment Report are reasonable. The Assessment Report and the assessment methodology set forth therein were prepared in accordance with all applicable provisions of Florida law.

7. As District Manager for the District, we are not aware of any litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining the issuance, sale, execution or delivery of the Series 2021 Bonds, or in any way contesting or affecting the validity of the Series 2021 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Series 2021 Bonds, or the existence or powers of the District.

8. The Series 2021 Assessments, as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to the Series 2021 Assessments, are sufficient to enable the District to pay the debt service on the Series 2021 Bonds through the final maturity thereof. The Series 2021 Assessments provide a special benefit to the properties assessed and the Series 2021 Assessments are fairly and reasonably allocated to the properties assessed.

9. INFRAMARK has agreed to serve as dissemination agent for the District with respect to the Series 2021 Bonds and to undertake the obligations of the dissemination agent as set forth in the Disclosure Agreement. INFRAMARK, as dissemination agent, is aware of the continuing disclosure requirements set forth in the Disclosure Agreement and Rule 15c2-12 (the "Rule") and has policies and procedures in place to ensure its compliance with its obligations under the Disclosure Agreement and the Rule. INFRAMARK agrees to comply with the District's continuing disclosure undertakings entered into pursuant to the Rule at all times in the future.

**IN WITNESS WHEREOF**, I have set my hands this [ ] day of May, 2021.

**INFRAMARK, LLC**

By: \_\_\_\_\_  
[ ], President

**EXHIBIT E**

**FORM OF ISSUE PRICE CERTIFICATE**

**SOUTH FORK EAST COMMUNITY DEVELOPMENT DISTRICT**

**[\$[PAR] Capital Improvement Revenue Refunding Bonds, Series 2021**

The undersigned, on behalf of FMSbonds, Inc. (“FMS”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Series 2021 Bonds”). Capitalized terms shall have the meaning ascribed in Section 2 hereof.

1. Sale of the Series 2021 Bonds. As of the date of this certificate, for each Maturity of the Series 2021 Bonds, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. Defined Terms.

(a) *District* means South Fork East Community Development District.

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

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

(d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2021 Bonds. The Sale Date of the Bonds is [BPA Date], 2021.

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the District to participate in the initial sale of the Series 2021 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2021 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2021 Bonds to the Public).

3. Reserve Account. A Reserve Account in amounts equal to the respective Reserve Requirement was necessary in order to market and sell the Series 2021 Bonds given the nature of the Series 2021 Bonds which are secured by special assessments and the delinquent assessment collection procedures related thereto.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents FMS' interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Arbitrage Certificate executed by the District in connection with the issuance, sale and delivery of the Series 2021 Bonds and with respect to compliance with the federal income tax rules affecting the Series 2021 Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Series 2021 Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Series 2021 Bonds.

**FMSBONDS, INC.**

By: \_\_\_\_\_  
Theodore A. Swinarski,  
Senior Vice President – Municipal Trading

Dated: [Closing Date], 2021.

**SCHEDULE A**  
**SALE PRICES**

*(Attached)*



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**SEVENTH SUPPLEMENTAL TRUST INDENTURE**

**SOUTH FORK EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**TO**

**U.S. BANK NATIONAL ASSOCIATION,  
AS SUCCESSOR IN TRUST TO  
SUNTRUST BANK, NATIONAL ASSOCIATION**

**AS TRUSTEE**

**Dated as of May 1, 2021**

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

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## SEVENTH SUPPLEMENTAL TRUST INDENTURE

**THIS SEVENTH SUPPLEMENTAL TRUST INDENTURE** (this "Seventh Supplemental Indenture") is dated as of May 1, 2021, from **SOUTH FORK EAST COMMUNITY DEVELOPMENT DISTRICT** (the "District") to **U.S. BANK NATIONAL ASSOCIATION**, as successor in trust to SunTrust Bank, National Association, as trustee (the "Trustee"), a national banking association, authorized to accept and execute trusts of the character herein set forth, with its designated corporate trust office located at 225 East Robinson Street, Suite 250, Orlando, Florida 32801, Attention: Corporate Trust Department.

**WHEREAS**, the District entered into a Master Trust Indenture, dated as of July 1, 2005 (the "Master Indenture" and together with this Seventh Supplemental Indenture, the "Indenture") with the Trustee to secure the issuance of its South Fork East Community Development District Capital Improvement Revenue Bonds (the "Bonds"), issuable in one or more Series from time to time; and

**WHEREAS**, pursuant to Resolution No. 2005-07, adopted by the Governing Body of the District on November 11, 2004, the District has authorized the issuance, sale and delivery of not to exceed \$30,000,000 of Bonds, to be issued in one or more Series of Bonds as authorized under the Master Indenture, which Bonds were validated by final judgment of the Thirteenth Judicial Circuit of Florida, in and for Hillsborough County on February 18, 2005, the appeal period for which expired with no appeal having been taken; and

**WHEREAS**, the Governing Body of the District duly adopted Resolution No. 2007-04, on July 18, 2007, providing for the acquisition, construction and installation of assessable capital improvements (the "Capital Improvement Program"), providing estimated Costs of the Capital Improvement Program, defining assessable property to be benefited by the Capital Improvement Program, defining the portion of the Costs of the Capital Improvement Program with respect to which Assessments will be imposed and the manner in which such Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll, and stating the intent of the District to issue Bonds of the District secured by such Assessments to finance the Costs of the acquisition, construction and installation of the Capital Improvement Program and the Governing Body of the District duly adopted Resolution No. 2007-10, on August 28, 2007, following a public hearing conducted in accordance with the Act, to fix and establish the Assessments and the benefited property; and

**WHEREAS**, pursuant to Resolution No. 2013-04, adopted by the Governing Body of the District on March 21, 2013, the District authorized and issued its \$3,612,120.00 initial principal amount of South Fork East Community Development District Capital Improvement Revenue Refunding Convertible Capital Appreciation Bonds, Series 2013A (the "Series 2013A Bonds") and its \$1,547,466.80 initial principal amount of South Fork East Community Development District Capital

Improvement Revenue Refunding Convertible Capital Appreciation Bonds, Series 2013B (the "Series 2013B Bonds" and, together with the Series 2013A Bonds, the "Series 2013 Bonds") as an issue of Bonds under the Master Indenture, and authorized the execution and delivery of a Fourth Supplemental Trust Indenture, dated as of March 1, 2013 (the "Fourth Supplemental Indenture"), from the District to the Trustee to secure the issuance of the Series 2013 Bonds and to set forth the terms of the Series 2013 Bonds; and

**WHEREAS**, the Series 2013A Bonds are currently Outstanding in the aggregate principal amount of \$3,240,000 (the Outstanding principal of such Series 2013A Bonds hereinafter referred to as the "Refunded Bonds") and the Series 2013B Bonds are no longer Outstanding; and

**WHEREAS**, the Series 2013A Bonds were issued in exchange for and to restructure the District's Outstanding Capital Improvement Revenue Bonds, Series 2007A, which were issued to finance the Costs of the acquisition, construction and equipping of certain assessable improvements (the "Series 2007A Project"); and

**WHEREAS**, the Series 2013A Bonds are payable from and secured in part by revenues derived from Assessments imposed, levied and collected by the District with respect to property specially benefited by the Series 2007A Project (the "Series 2013A Assessments"), which, together with the Series 2013 Convertible Capital Appreciation Bond Pledged Funds (as defined in the Fourth Supplemental Indenture) comprise the Series 2013 Convertible Capital Appreciation Bond Trust Estate (as defined in the Fourth Supplemental Indenture); and

**WHEREAS**, the District has determined that under existing market conditions, it would be in the best financial interest of the District to currently refund and redeem all of the Refunded Bonds in order to achieve annual debt service savings and reduce the annual payments for Assessments securing the Bonds issued to refund the Refunded Bonds; and

**WHEREAS**, pursuant to Resolution No. 2021-[ ], adopted by the Governing Body of the District on May 6, 2021, the District has authorized the issuance, sale and delivery of, among other things, its \$[Bond Amount] South Fork East Community Development District Capital Improvement Revenue Refunding Bonds, Series 2021 (the "Series 2021 Bonds"), which are issued hereunder as an issue of Bonds under the Master Indenture, and has ratified and confirmed the Master Indenture and authorized the execution and delivery of this Seventh Supplemental Indenture to secure the issuance of the Series 2021 Bonds and to set forth the terms of the Series 2021 Bonds; and

**WHEREAS**, the District will apply the proceeds of the Series 2021 Bonds, together with other funds of the District, to (i) currently refund and redeem all of the Refunded Bonds, (ii) pay certain costs associated with the issuance of the Series 2021 Bonds, (iii) make a deposit into the Series 2021 Reserve Account to be held for

the benefit of all of the Series 2021 Bonds, and (iv) pay a portion of the interest to become due on the Series 2021 Bonds; and

**WHEREAS**, the Series 2021 Bonds will be payable from and secured in part by revenues derived from Assessments imposed, levied and collected by the District with respect to property specially benefited by the Series 2007A Project (the "Series 2021 Assessments"); and

**WHEREAS**, the execution and delivery of the Series 2021 Bonds and of this Seventh Supplemental Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the Series 2021 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Seventh Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the Series 2021 Trust Estate (hereinafter defined) have been done;

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS SEVENTH SUPPLEMENTAL INDENTURE WITNESSETH:**

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Series 2021 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Series 2021 Bonds Outstanding from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Seventh Supplemental Indenture and in the Series 2021 Bonds (a) has executed and delivered this Seventh Supplemental Indenture and (b) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in the trusts established under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture, the revenues derived by the District from the Series 2021 Assessments (the "Series 2021 Pledged Revenues") and the Funds and Accounts (except for the Series 2021 Rebate Account) established hereby (the "Series 2021 Pledged Funds") which shall constitute the Trust Estate securing the Series 2021 Bonds (the "Series 2021 Trust Estate");

**TO HAVE AND TO HOLD** all the same by the Master Indenture granted, bargained, sold, conveyed, transferred, assigned and pledged, or agreed or intended so to be, to the Trustee and its successors in said trust and to it and its assigns forever;

**IN TRUST NEVERTHELESS**, except as in each such case may otherwise be provided in the Master Indenture, upon the terms and trusts in the Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2021 Bonds issued or to be issued under and secured by this Seventh Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one Series 2021 Bond over any other Series 2021 Bond by reason of priority in their issue, sale or execution;

**PROVIDED HOWEVER**, that if the District, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2021 Bonds or any Series 2021 Bond of a particular maturity issued, secured and Outstanding under this Seventh Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2021 Bonds and this Seventh Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Seventh Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of the Master Indenture and this Seventh Supplemental Indenture, then upon such final payments, this Seventh Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2021 Bonds or any Series 2021 Bond of a particular maturity, otherwise this Seventh Supplemental Indenture shall remain in full force and effect;

**THIS SEVENTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH**, and it is expressly declared, that all Series 2021 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as expressed in the Master Indenture (except as amended directly or by implication by this Seventh Supplemental Indenture) and this Seventh Supplemental Indenture, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Series 2021 Bonds, as follows:

## **ARTICLE I DEFINITIONS**

**Section 101. Definitions.** All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture

are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (a) expressly given a different meaning herein or (b) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

**"Arbitrage Certificate"** shall mean the Certificate as to Arbitrage and Certain Other Tax Matters of the District dated as of [Closing Date].

**"Assessment Methodology"** shall mean the [Supplemental Assessment Report], dated May [ ], 2021, prepared by the Methodology Consultant.

**"Authorized Denomination"** shall mean, with respect to the Series 2021 Bonds, on the date of issuance, the denomination of \$1,000 and any integral multiple thereof; provided, however, if any initial Beneficial Owner does not purchase at least \$100,000 of the Series 2021 Bonds at the time of initial delivery of the Series 2021 Bonds, such Beneficial Owner must either execute and deliver to the District and the Underwriter on the date of delivery of the Series 2021 Bonds an investor letter in the form attached hereto as Exhibit B or otherwise establish to the satisfaction of the Underwriter that such Beneficial Owner is an "accredited investor," as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended.

**"Beneficial Owners"** shall have the meaning given such term by DTC so long as it is the registered Owner through its Nominee, Cede & Co., of the Series 2021 Bonds as to which such reference is made to enable such Series 2021 Bonds to be held in book-entry only form, and shall otherwise mean the registered Owner on the registration books of the District maintained by the Bond Registrar.

**"Bond Depository"** shall mean the securities depository from time to time under Section 201 hereof, which may be the District.

**"Bond Participants"** shall mean those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds Series 2021 Bonds as securities depository.

**"Continuing Disclosure Agreement"** shall mean the Continuing Disclosure Agreement, by and between the District and Inframark, LLC, as dissemination agent, dated as of [Closing Date].

**"Delinquent Assessment Interest"** shall mean Series 2021 Assessment Interest deposited by the District with the Trustee on or after May 1 of the year in which such Series 2021 Assessment Interest has, or would have, become delinquent under State law or the Series 2021 Assessment Proceedings applicable thereto.

**"Delinquent Assessment Principal"** shall mean Series 2021 Assessment Principal deposited by the District with the Trustee on or after May 1 of the year in



which such Series 2021 Assessment Principal has, or would have, become delinquent under State law or the Series 2021 Assessment Proceedings applicable thereto.

**"Delinquent Assessments"** shall mean, collectively, Delinquent Assessment Principal and Delinquent Assessment Interest.

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

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

**"Escrow Deposit Agreement"** shall mean the Escrow Deposit Agreement between the District and the Trustee, as escrow agent, relating to the payment and redemption of the Refunded Bonds.

**"Escrow Fund"** shall mean the fund created and established to pay and redeem the Refunded Bonds pursuant to the Escrow Deposit Agreement.

**"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.

**"Interest Payment Date"** shall mean each May 1 and November 1, commencing November 1, 2021.

**"Majority Owners"** shall mean the Beneficial Owners of more than 50% in principal amount of the Outstanding Series 2021 Bonds.

**"Methodology Consultant"** shall mean Inframark, LLC.

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

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

**"Redemption Date"** shall mean an Interest Payment Date in the case of a partial redemption of Outstanding Series 2021 Bonds, or any date in the case of the redemption of all of the Outstanding Series 2021 Bonds.

**"Series 2021 Assessment Interest"** shall mean the interest on the Series 2021 Assessments which is pledged to the Series 2021 Bonds.

**"Series 2021 Assessment Principal"** shall mean the principal amount of Series 2021 Assessments received by the District which represents a proportionate amount of the principal of and Amortization Installments of the Series 2021 Bonds, other than applicable Delinquent Assessment Principal and Series 2021 Prepayments.

**"Series 2021 Assessment Proceedings"** shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2021 Assessments which include Resolution Nos. 2007-04, 2007-10 and 2007-11, adopted by the Governing Body of the District, and any supplemental proceedings undertaken by the District with respect to the Series 2021 Assessments and the Assessment Methodology as approved thereby.

**"Series 2021 Assessment Revenues"** shall mean all revenues derived by the District from the Series 2021 Assessments, including Delinquent Assessments, proceeds from any foreclosure of the lien of Delinquent Assessments and any statutory interest on the Delinquent Assessments collected by the District in excess of the rate of interest on the Series 2021 Bonds.

**"Series 2021 Assessments"** shall mean the non-ad valorem special assessments imposed, levied and collected by the District in accordance with the Series 2021 Assessment Proceedings.

**"Series 2021 Investment Obligations"** shall mean and includes any of the following securities, if and to the extent that such securities are legal investments for funds of the District:

(a) Government Obligations;

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

(c) Both (i) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated

investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category for such funds by Moody's and S&P, and (ii) shares of money market mutual funds that invest only in the obligations described in (a) and (b) above;

(d) Money market deposit accounts, time deposits, and certificates of deposits issued by commercial banks, savings and loan associations or mutual savings banks whose short-term obligations are rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody's and S & P; and

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

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

**"Series 2021 Prepayment Interest"** shall mean the interest on the Series 2021 Prepayments received by the District.

**"Series 2021 Prepayments"** shall mean the excess amount of Series 2021 Assessment Principal received by the District over the Series 2021 Assessment Principal included within a Series 2021 Assessment appearing on any outstanding and unpaid tax bill or direct collect invoice, whether or not mandated to be prepaid in accordance with the Series 2021 Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2021 Prepayments shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

**"Series 2021 Reserve Account Requirement"** shall mean an amount equal to 10% of the Maximum Annual Debt Service Requirement for all Outstanding Series 2021 Bonds, as calculated from time to time, which amount on the date of initial issuance is \$[RAR].

**"Underwriter"** shall mean FMSbonds, Inc., the underwriter of the Series 2021 Bonds.

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

**ARTICLE II**  
**AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES**  
**2021 BONDS**

**Section 201. Authorization of Series 2021 Bonds; Book-Entry Only Form.** The Series 2021 Bonds are hereby authorized to be issued in one Series in the aggregate principal amount of \$[Bond Amount] for the purposes enumerated in the recitals hereto to be designated "South Fork East Community Development District Capital Improvement Revenue Refunding Bonds, Series 2021." The Series 2021 Bonds shall be substantially in the form attached hereto as Exhibit A. Each Series 2021 Bond shall bear the designation "2021R" and shall be numbered consecutively from 1 upwards.

The Series 2021 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2021 Bond for each maturity thereof. Upon initial issuance, the ownership of each such Series 2021 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2021 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2021 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Bond Participant with respect to any ownership interest in the Series 2021 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2021 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2021 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent shall treat and consider the person in whose name each Series 2021 Bond is registered in the registration books kept by the Bond Registrar as the absolute Owner of such Series 2021 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2021 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2021 Bond, for the purpose of registering transfers with respect to such Series 2021 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2021 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their

respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2021 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2021 Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words "Cede & Co." in this Seventh Supplemental Indenture shall refer to such new Nominee of DTC, and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, the Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Series 2021 Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the Series 2021 Bonds, or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Series 2021 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging the Series 2021 Bonds shall designate, in accordance with the provisions hereof.

**Section 202. Terms.** The Series 2021 Bonds shall be issued as [\_\_\_] Serial Bonds and [\_\_\_] Term Bonds, shall be dated as of the date of their issuance and delivery to the initial purchasers thereof, shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

| <u>Number</u> | <u>Principal Amount</u> | <u>Maturity Date</u> | <u>Interest Rate</u> | <u>CUSIP</u> | <u>Type</u> |
|---------------|-------------------------|----------------------|----------------------|--------------|-------------|
|---------------|-------------------------|----------------------|----------------------|--------------|-------------|

**Section 203. Dating; Interest Accrual.** Each Series 2021 Bond shall be dated [Closing Date]. Each Series 2021 Bond shall also bear its date of authentication. Each Series 2021 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication (i) is an Interest Payment Date

to which interest on such Series 2021 Bond has been paid, in which event such Series 2021 Bond shall bear interest from its date of authentication, or (ii) is prior to the first Interest Payment Date for the Series 2021 Bonds, in which event such Series 2021 Bond shall bear interest from its date. Interest on the Series 2021 Bonds shall be due and payable on each May 1 and November 1, commencing November 1, 2021, and shall be computed on the basis of a 360-day year of twelve 30-day months.

**Section 204. Denominations.** The Series 2021 Bonds shall be issued in Authorized Denominations.

**Section 205. Paying Agent.** The District appoints the Trustee as Paying Agent for the Series 2021 Bonds.

**Section 206. Bond Registrar.** The District appoints the Trustee as Bond Registrar for the Series 2021 Bonds.

**Section 207. Conditions Precedent to Issuance of Series 2021 Bonds.** In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2021 Bonds, all the Series 2021 Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of:

- (a) certified copies of the Series 2021 Assessment Proceedings;
- (b) executed copies of the Master Indenture and this Seventh Supplemental Indenture;
- (c) a customary Bond Counsel opinion;
- (d) the District Counsel opinion required by the Master Indenture;
- (e) a certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2021 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Seventh Supplemental Indenture;
- (f) a certificate of the Methodology Consultant addressing the validity of the Series 2021 Assessments;
- (g) an executed Escrow Deposit Agreement and a verification report prepared by Terminus Analytics;
- (h) the defeasance opinion of bond counsel required by the Master Indenture; and

(i) a certified copy of the final judgment of validation in respect of the Bonds together with a certificate of no appeal.

Payment to the Trustee of the net proceeds of the Series 2021 Bonds in the amount of \$[NP] shall conclusively evidence that the foregoing conditions precedent have been met to the satisfaction of the District and the Underwriter.

### **ARTICLE III REDEMPTION OF SERIES 2021 BONDS**

**Section 301. Bonds Subject to Redemption.** The Series 2021 Bonds are subject to redemption prior to maturity as provided in the form thereof attached hereto as Exhibit A. Interest on Series 2021 Bonds which are called for redemption shall be paid on the date of redemption from the Series 2021 Interest Account or from the Series 2021 Revenue Account to the extent moneys in the Series 2021 Interest Account are insufficient for such purpose. Moneys in the Series 2021 Optional Redemption Subaccount shall be applied in accordance with Section 506 of the Master Indenture to the optional redemption of Series 2021 Bonds.

**Section 302. Conditional Notice.** Notwithstanding anything in the Master Indenture or this Seventh Supplemental Indenture to the contrary, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

### **ARTICLE IV DEPOSIT OF SERIES 2021 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF**

**Section 401. Establishment of Accounts.** There are hereby established, as needed, the following Accounts:

(a) within the Acquisition and Construction Fund held by the Trustee a Series 2021 Costs of Issuance Account;

(b) within the Debt Service Fund held by the Trustee: (i) a Series 2021 Debt Service Account and therein a Series 2021 Sinking Fund Account, a Series 2021 Principal Account and a Series 2021 Interest Account; and (ii) a Series 2021 Redemption Account and therein a Series 2021 Prepayment Subaccount and a Series 2021 Optional Redemption Subaccount;

(c) within the Reserve Fund held by the Trustee a Series 2021 Reserve Account, which shall be held for the benefit of all of the Series 2021 Bonds, without distinction as to Series 2021 Bonds and without privilege or priority of one Series 2021 Bond over another;

(d) within the Revenue Fund held by the Trustee a Series 2021 Revenue Account; and

(e) within the Rebate Fund held by the Trustee a Series 2021 Rebate Account.

**Section 402. Use of Series 2021 Bond Proceeds.** The net proceeds of sale of the Series 2021 Bonds in the amount of \$[NP] (consisting of \$[Bond Amount].00 principal amount of Series 2021 Bonds [less/plus] [net] original issue [discount/premium] in the amount of \$[OID/OIP] and less underwriter's discount in the amount of \$[UD]), plus \$[OM] of other moneys (consisting of \$[\_\_\_\_\_] transferred from the Series 2013A Reserve Account, \$[\_\_\_\_\_] transferred from the Series 2013A Revenue Account and \$[\_\_\_\_\_] transferred from the Series 2013A [\_\_\_\_\_] Account), for a grand total of \$[\_\_\_\_\_] shall as soon as practicable upon the delivery thereof to the Trustee by the District pursuant to Section 207 of the Master Indenture, be applied as follows:

(a) \$[RAR] from the proceeds of the Series 2021 Bonds, representing the Series 2021 Reserve Account Requirement at the time of issuance of the Series 2021 Bonds, shall be deposited to the credit of the Series 2021 Reserve Account;

(b) \$[COI] from the proceeds of the Series 2021 Bonds, representing the costs of issuance relating to the Series 2021 Bonds, shall be deposited to the credit of the Series 2021 Costs of Issuance Account;

(c) \$[Interest] shall be transferred from the Series 2013A Revenue Account to the Series 2021 Interest Account and applied to the payment of interest coming due on the Series 2021 Bonds through [November 1, 2021]; and

(d) the balance of the proceeds of the Series 2021 Bonds, \$[ED Proceeds], together with \$[\_\_\_\_\_] transferred from the Series 2013A Reserve Account, \$[\_\_\_\_\_] transferred from the Series 2013A Revenue Account and \$[\_\_\_\_\_] transferred from the Series 2013A [\_\_\_\_\_] Account for a total of \$[Total ED], shall be deposited to the Escrow Fund established pursuant to the Escrow Deposit Agreement to refund and redeem the Refunded Bonds on [Redemption Date].

Upon the defeasance of the Refunded Bonds, the Trustee is directed to transfer any remaining balance in the Funds and Accounts for the Refunded Bonds to the Series 2021 Revenue Account and to close all Funds and Accounts for the Refunded Bonds.



**Section 403. Series 2021 Costs of Issuance Account.** The amount deposited in the Series 2021 Costs of Issuance Account shall, at the written direction of an Authorized Officer to the Trustee, be used to pay the costs of issuance relating to the Series 2021 Bonds. On the earlier to occur of (x) the written direction of an Authorized Officer or (y) six months from the date of issuance of the Series 2021 Bonds, any amounts deposited in the Series 2021 Costs of Issuance Account for which the Trustee has not received a requisition to pay such costs shall be transferred over and deposited into the Series 2021 Revenue Account and used for the purposes permitted therefor. Any deficiency in the amount allocated to pay the costs of issuance relating to the Series 2021 Bonds shall be paid from excess moneys on deposit in the Series 2021 Revenue Account pursuant to Section 408(d) hereof. When such deficiency has been satisfied and no moneys remain therein, the Series 2021 Costs of Issuance Account shall be closed.

**Section 404. Reserved.**

**Section 405. Series 2021 Reserve Account.** The Series 2021 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2021 Reserve Account Requirement. Except as otherwise provided herein or in the Master Indenture, amounts on deposit in the Series 2021 Reserve Account shall be used only for the purpose of making payments into the Series 2021 Interest Account, the Series 2021 Principal Account and the Series 2021 Sinking Fund Account to pay Debt Service on the Series 2021 Bonds, when due, without distinction as to Series 2021 Bonds and without privilege or priority of one Series 2021 Bond over another, to the extent the moneys on deposit in such Accounts available therefor are insufficient and for no other purpose. The Series 2021 Reserve Account shall consist only of cash and Series 2021 Investment Obligations.

Anything herein or in the Master Indenture to the contrary notwithstanding, on the 45<sup>th</sup> day preceding each Interest Payment Date (or, if such 45<sup>th</sup> day is not a Business Day, on the first Business Day preceding such 45<sup>th</sup> day), the Trustee is hereby authorized and directed to recalculate the Series 2021 Reserve Account Requirement and to transfer any excess on deposit in the Series 2021 Reserve Account (i) resulting from Prepayments of Series 2021 Assessments into the Series 2021 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2021 Bonds, or (ii) resulting from investment earnings as provided in Section 408(f) herein.

On the earliest date on which there is on deposit in the Series 2021 Reserve Account sufficient moneys, after taking into account other moneys available therefor, to pay and redeem all of the Outstanding Series 2021 Bonds, together with accrued interest and redemption premium, if any, on such Series 2021 Bonds to the earliest Redemption Date permitted therein and herein, then the Trustee shall transfer the amount on deposit in the Series 2021 Reserve Account into the Series 2021 Prepayment Subaccount to pay and redeem all of the Outstanding Series 2021

Bonds on the earliest Redemption Date permitted for redemption therein and herein.

Anything herein or in the Master Indenture to the contrary notwithstanding, amounts on deposit in the Series 2021 Reserve Account shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessments.

**Section 406. Amortization Installments; Selection of Bonds for Redemption.** (a) The Amortization Installments established for the Series 2021 Bonds shall be as set forth in the form of Series 2021 Bonds attached hereto.

(b) Upon any redemption of Series 2021 Bonds (other than Series 2021 Bonds redeemed in accordance with scheduled Amortization Installments and other than Series 2021 Bonds redeemed at the direction of the District accompanied by a cash flow certificate as required by Section 506(b) of the Master Indenture), the Trustee shall cause Series 2021 Bonds to be redeemed in such amounts and having such maturities so as to result in Amortization Installments recalculated, which recalculation shall be performed by the District, in such manner as shall amortize all the Outstanding Series 2021 Bonds of all of the terms in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining terms of all of the Series 2021 Bonds.

**Section 407. Tax Covenants.** The District shall comply with the Arbitrage Certificate, including but not limited to the Tax Regulatory Covenants set forth as an exhibit to the Arbitrage Certificate, as amended and supplemented from time to time in accordance with their terms.

**Section 408. Series 2021 Revenue Account; Application of Revenues and Investment Earnings.** (a) The Trustee is hereby authorized and directed to deposit any and all amounts required to be deposited in the Series 2021 Revenue Account by this Section 408 or by any other provision of the Master Indenture or this Seventh Supplemental Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2021 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The Trustee shall deposit into the Series 2021 Revenue Account (i) Series 2021 Assessment Revenues other than Series 2021 Prepayments (which Series 2021 Prepayments shall be identified by the District to the Trustee as such in writing upon deposit, upon which certification the Trustee may conclusively rely, and which shall be deposited into the Series 2021 Prepayment Subaccount), (ii)

Series 2021 Prepayment Interest, and (iii) any other revenues required by other provisions of the Indenture to be deposited into the Series 2021 Revenue Account.

(c) On the 45<sup>th</sup> day preceding each Interest Payment Date (or if such 45<sup>th</sup> day is not a Business Day, on the Business Day next preceding such 45<sup>th</sup> day), the Trustee shall determine the amount on deposit in the Series 2021 Prepayment Subaccount and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2021 Revenue Account for deposit into the Series 2021 Prepayment Subaccount an amount sufficient to increase the amount on deposit therein to the nearest integral multiple of \$1,000 (provided that there are sufficient funds remaining in the Series 2021 Revenue Account to pay Debt Service coming due on the Series 2021 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2021 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2021 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2021 Bonds set forth in the form of Series 2021 Bonds attached hereto, Section 301 hereof, and Article III of the Master Indenture.

(d) On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall transfer amounts on deposit in the Series 2021 Revenue Account to the Accounts designated below in the following amounts and in the following order of priority:

**FIRST**, to the Series 2021 Interest Account, the amount, if any, equal to the difference between the amount of interest payable on all Series 2021 Bonds then Outstanding on such May 1 or November 1, and the amount already on deposit in the Series 2021 Interest Account not previously credited;

**SECOND**, on May 1, 20[ ] and on each May 1 thereafter, to the Series 2021 Principal Account, the amount, if any, equal to the difference between the principal of all Series 2021 Serial Bonds maturing on such May 1, and the amount already on deposit in the Series 2021 Principal Account not previously credited and on May 1, 20[ ] and on each May 1 thereafter, to the Series 2021 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2021 Term Bonds subject to mandatory sinking fund redemption on such May 1 and the amount already on deposit in the Series 2021 Sinking Fund Account not previously credited;

**THIRD**, to the Series 2021 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2021 Reserve Account Requirement with respect to the Series 2021 Bonds; and

**FOURTH**, the balance shall first be deposited into the Series 2021 Costs of Issuance Account to fund any deficiencies in the amount allocated to pay the costs of issuance relating to the Series 2021 Bonds, and then the balance shall be retained in the Series 2021 Revenue Account.

On each November 2 (or if such November 2 is not a Business Day, on the next Business Day thereafter), the balance on deposit in the Series 2021 Revenue Account on such November 2 shall be paid over to the District at the written direction of an Authorized Officer of the District and used for any lawful purpose of the District; provided however, that on the date of such proposed transfer the amount on deposit in the Series 2021 Reserve Account shall be equal to the Series 2021 Reserve Account Requirement, and provided further that the Trustee shall not have actual knowledge (as described in Section 606 of the Master Indenture) of an Event of Default under the Master Indenture or hereunder relating to any of the Series 2021 Bonds, including the payment of Trustee's fees and expenses then due.

(e) On any date required by the Arbitrage Certificate, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2021 Revenue Account to the Series 2021 Rebate Account the amount due and owing to the United States, which amount shall be paid to the United States when due in accordance with such Arbitrage Certificate.

(f) Anything herein or in the Master Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2021 Bonds shall be invested only in Series 2021 Investment Obligations. Earnings on investments in the Series 2021 Interest Account shall be retained, as realized, in such Account and used for the purpose of such Account. Earnings on investments in the Funds and Accounts other than the Series 2021 Reserve Account, and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2021 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2021 Reserve Account shall be disposed of as follows:

(i) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2021 Reserve Account as of the most recent date on which amounts on deposit in the Series 2021 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2021 Reserve Account since such date which have created a deficiency, then earnings on investments in the Series 2021 Reserve Account shall be deposited into the Series 2021 Revenue Account and used for the purpose of such Account; or

(ii) if there was a deficiency (as defined in Section 509 of the Master Indenture) in the Series 2021 Reserve Account as of the most recent date on which amounts on deposit in the Series 2021 Reserve Account were valued by the Trustee,

or if after such date withdrawals have been made from the Series 2021 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2021 Reserve Account shall be retained in the Series 2021 Reserve Account until the amount on deposit therein is equal to the Series 2021 Reserve Account Requirement, and then earnings on investments in the Series 2021 Reserve Account shall be deposited into the Series 2021 Revenue Account and used for the purpose of such Account.

The foregoing determination and disbursement shall be made prior to any recalculation and transfer of excess amounts on deposit in the Series 2021 Reserve Account made pursuant to Section 405 hereof.

## **ARTICLE V CONCERNING THE TRUSTEE**

**Section 501. Acceptance by Trustee.** The Trustee accepts the trusts declared and provided in this Seventh Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth herein and in the Master Indenture.

**Section 502. Limitation of Trustee's Responsibility.** The Trustee shall not be responsible in any manner for the due execution of this Seventh Supplemental Indenture by the District or for the recitals contained herein, all of which are made solely by the District.

**Section 503. Trustee's Duties.** Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article VI thereof.

## **ARTICLE VI ADDITIONAL BONDS**

**Section 601. No Parity Bonds.** Other than Refunding Bonds issued to refund the then Outstanding Series 2021 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2021 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2021 Trust Estate.

## ARTICLE VII MISCELLANEOUS

**Section 701. Confirmation of Master Indenture.** As supplemented by this Seventh Supplemental Indenture, the Master Indenture is in all respects ratified and confirmed, and this Seventh Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Seventh Supplemental Indenture and to the Series 2021 Bonds issued hereunder.

**Section 702. Continuing Disclosure Agreement.** Contemporaneously with the execution and delivery hereof, the District has executed and delivered the Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934. The District covenants and agrees to comply with the provisions of the Continuing Disclosure Agreement. However, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but instead shall be enforceable as provided in the Continuing Disclosure Agreement.

**Section 703. Additional Covenant Regarding Assessments.** In addition to, and not in limitation of, the covenants contained elsewhere in this Seventh Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the Series 2021 Assessment Proceedings heretofore adopted with respect to the Series 2021 Assessments, including the Assessment Methodology, and to levy the Series 2021 Assessments in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2021 Bonds, when due. The Assessment Methodology shall not be materially amended without prior written consent of the Majority Owners.

The District further covenants and agrees that it will not reduce the Series 2021 Assessment on any tax parcel (other than as the result of the Prepayment of all or a portion of the Series 2021 Assessment on that tax parcel) from that set forth in the Assessment Methodology on account of any reduction in Debt Service on the Series 2021 Bonds resulting from a redemption of Series 2021 Bonds from amounts deposited into the Series 2021 Prepayment Subaccount.

**Section 704. Collection of Assessments.** Anything herein or in the Master Indenture to the contrary notwithstanding but subject to the immediately succeeding sentence, Series 2021 Assessments levied on platted lots and pledged hereunder to secure the Series 2021 Bonds shall be collected pursuant to the Uniform Method. To the extent the District is not able to collect such Series 2021 Assessments pursuant to the Uniform Method or to the extent the District determines that it is not in its best interest to use the Uniform Method, the District may elect to collect and enforce such Series 2021 Assessments pursuant to any then

available and commercially reasonable method under the Act, Chapter 170, Florida Statutes, Chapter 197, Florida Statutes, or any successor statutes thereto.

**Section 705. Foreclosure of Assessment Lien.** Notwithstanding Section 814 of the Master Indenture or any other provision of the Indenture to the contrary, the following provisions shall apply with respect to the Series 2021 Assessments and Series 2021 Bonds.

If any property shall be offered for sale for the nonpayment of any Series 2021 Assessments and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2021 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount less than or equal to the balance due on the Series 2021 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive, in its corporate name or in the name of a special purpose entity, title to the property for the benefit of the Owners of the Series 2021 Bonds; provided that the Trustee shall have the right acting at the direction of the Majority Owners, but shall not be obligated, to direct the District with respect to any action taken pursuant to this Section 705. The District, either through its own actions or actions caused to be taken through the Trustee, shall have the power to lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2021 Revenue Account. The District, either through its own actions or actions caused to be taken through the Trustee, agrees that it shall, after being provided assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the benefit of the Owners of the Series 2021 Bonds within 60 days after the receipt of the request therefor signed by the Trustee or the Majority Owners. The Trustee may, upon direction from the Majority Owners, pay costs associated with any actions taken by District pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture.

**Section 706. Payment of Rebate Amount.** Anything herein or in the Master Indenture to the contrary notwithstanding, the District shall cause a Rebate Analyst to determine the Rebate Amount, if any, at the times and in the manner provided in the Tax Regulatory Covenants attached as an exhibit to the Arbitrage Certificate. If a Rebate Amount shall be due, the District shall deliver to the Trustee the written direction of an Authorized Officer to pay from the Series 2021 Rebate Account, or from any other available funds as shall be provided by the District in such written direction, the Rebate Amount to the District for remittance to the Internal Revenue Service. The Trustee may conclusively rely on such written direction and shall have no responsibility for the calculation or payment of the Rebate Amount, if any. The District shall not be required to provide the report of the Rebate Analyst to the Trustee.

**Section 707. Additional Events of Default.** Section 902 of the Master Indenture is hereby amended with respect to the Series 2021 Bonds by inserting at the conclusion thereof the following paragraph:

"(h) Any portion of the Series 2021 Assessments shall have become Delinquent Assessments and the Indenture provides for the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in the Series 2021 Reserve Account to pay Debt Service on the Series 2021 Bonds (regardless of whether the Trustee does or does not, per the direction of the Majority Owners, actually withdraw such funds from the Series 2021 Reserve Account to pay Debt Service on the Series 2021 Bonds)."

**Section 708. Enforcement of Remedies.** Anything herein or in the Master Indenture to the contrary notwithstanding, the District covenants and agrees that it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments, including delinquent Direct Billed Operation and Maintenance Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, including delinquent Direct Billed Operation and Maintenance Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Owners. Notwithstanding anything to the contrary herein, and unless otherwise directed by the Majority Owners and allowed pursuant to Federal or State law, the District acknowledges and agrees that (i) upon failure of any property owner to pay an installment of Series 2021 Assessments collected directly by the District when due, that the entire Series 2021 Assessment on the tax parcel as to which such Delinquent Assessment appertains, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and the District shall promptly cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties with respect to such tax parcel and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

**Section 709. Requisite Owners for Direction or Consent.** Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires 51% of the Owners, shall in each case be deemed to refer to, and shall mean, the Majority Owners.

**Section 710. No Duty to File Annual Report.** Anything in Section 808(a) of the Master Indenture to the contrary notwithstanding, the District shall not be required to file an annual report with the Trustee.

**Section 711. Brokerage Statements.** The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security transactions at no additional cost, as they occur, the District specifically



waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

**Section 712. 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.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, South Fork East Community Development District has caused this Seventh Supplemental Indenture to be signed in its name and on its behalf by its Chair, and its official seal to be hereunto affixed and attested by its Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Seventh Supplemental Indenture to be signed in its name and on its behalf by its duly authorized Vice President.

**(SEAL)**

**SOUTH FORK EAST COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

\_\_\_\_\_  
Secretary

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

**U.S. BANK NATIONAL ASSOCIATION,**  
as successor in trust to SunTrust Bank,  
National Association, as Trustee

By: \_\_\_\_\_  
Vice President

**EXHIBIT A**

**FORM OF SERIES 2021 BONDS**

No. 2021R-

\$[ ]

**UNITED STATES OF AMERICA  
STATE OF FLORIDA  
SOUTH FORK EAST COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT REVENUE REFUNDING BOND, SERIES 2021**

| Interest Rate | Maturity Date | Dated Date     | CUSIP |
|---------------|---------------|----------------|-------|
| %             | May 1, 20[ ]  | [Closing Date] |       |

**Registered Owner:** CEDE & CO.

**Principal Amount:**

**SOUTH FORK EAST COMMUNITY DEVELOPMENT DISTRICT**, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on November 1, 2021, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the 15<sup>th</sup> day of the calendar month preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent

(hereinafter defined) to such person who, on a special record date which is fixed by the Trustee, which shall be not more than 15 and not less than 10 days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. Any payment of principal, Amortization Installment or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank National Association, located in Orlando, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"), unless the Bonds are held in the book-entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the Series 2021 Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months. During any period that this Bond is registered in the name of Cede & Co., as Nominee of DTC, the provisions of the Supplemental Indenture (hereinafter defined) relating to the book-entry only system shall apply, including the payment provisions thereof. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of Bonds of the District designated "South Fork East Community Development District Capital Improvement Revenue Refunding Bonds, Series 2021" in the aggregate principal amount of \$[Bond Amount] (the "Series 2021 Bonds") issued under a Master Trust Indenture, dated as of July 1, 2005 (the "Master Indenture"), between the District and U.S. Bank National Association, as successor in trust to SunTrust Bank, National Association, Orlando, Florida, as trustee (the "Trustee"), as amended and supplemented by a Seventh Supplemental Trust Indenture, dated as of May 1, 2021 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture"), between the District and the Trustee (the Series 2021 Bonds together with any other Bonds issued under and governed by the terms of the Master Indenture are hereinafter collectively referred to as the "Bonds"). The District will apply the proceeds of the Series 2021 Bonds, together with other funds of the District, to (i) currently refund and redeem all of the District's Capital Improvement Revenue Refunding Convertible Capital Appreciation Bonds, Series 2013A, (ii) pay certain costs associated with the issuance of the Series 2021 Bonds, (iii) make a deposit into the Series 2021 Reserve Account to be held for the benefit of all of the Series 2021 Bonds, and (iv) pay a portion of the interest to become due on the Series 2021 Bonds.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF

THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE TERMS HEREOF. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE TERMS HEREOF SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2021 PLEDGED REVENUES AND THE SERIES 2021 PLEDGED FUNDS PLEDGED TO THE SERIES 2021 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Series 2021 Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Amortization Installments and Redemption Price of, and the interest on, the Series 2021 Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Series 2021 Assessments, the terms and conditions under which the Series 2021 Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Series 2021 Bonds and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2021 Bonds are equally and ratably secured by the Series 2021 Trust Estate, without preference or priority of one Series 2021 Bond over another. The Supplemental Indenture does not authorize the issuance of any Additional Bonds ranking on parity with the Series 2021 Bonds as to the lien and pledge of the Series 2021 Trust Estate except, under certain circumstances, Refunding Bonds.

The Series 2021 Bonds are issuable only as registered bonds without coupons in Authorized Denominations. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Orlando, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may

prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Orlando, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The Series 2021 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20[\_\_\_] at the Redemption Price of the principal amount of the Series 2021 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

The Series 2021 Bonds maturing May 1, 20[\_\_\_], are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2021 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

| <b>May 1<br/>of the Year</b> | <b>Amortization<br/>Installment</b> | <b>May 1<br/>of the Year</b> | <b>Amortization<br/>Installment</b> |
|------------------------------|-------------------------------------|------------------------------|-------------------------------------|
|------------------------------|-------------------------------------|------------------------------|-------------------------------------|

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\* Final maturity

The Series 2021 Bonds maturing May 1, 20[\_\_\_], are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2021 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

| <b>May 1<br/>of the Year</b> | <b>Amortization<br/>Installment</b> | <b>May 1<br/>of the Year</b> | <b>Amortization<br/>Installment</b> |
|------------------------------|-------------------------------------|------------------------------|-------------------------------------|
|------------------------------|-------------------------------------|------------------------------|-------------------------------------|

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\* Final maturity

As more particularly set forth in the Indenture, any Series 2021 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2021 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2021 Bonds other than from scheduled Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2021 Bonds as set forth in the Supplemental Indenture.

The Series 2021 Bonds are subject to extraordinary mandatory redemption prior to maturity in whole or in part on any Redemption Date at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(a) from amounts, including Series 2021 Prepayments, required by the Indenture to be deposited into the Series 2021 Prepayment Subaccount; or

(b) from amounts transferred from the Series 2021 Reserve Account to the Series 2021 Prepayment Subaccount resulting from a reduction in the Series 2021 Reserve Account Requirement resulting from Prepayments of Series 2021 Assessments as provided for in the Indenture; or

(c) on the date on which the amount on deposit in the Series 2021 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2021 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2021 Bonds shall be called for redemption, the particular Series 2021 Bonds or portions of Series 2021 Bonds to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.

Notice of each redemption of Series 2021 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than 30 nor more than 45 days prior to the date of redemption to each registered Owner of Series 2021 Bonds to be redeemed at the address of such registered Owner recorded on the bond register

maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2021 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2021 Bonds or such portions thereof on such date, interest on such Series 2021 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2021 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2021 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

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

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

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2021 Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

Modifications or alterations of the Master Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Master Indenture.

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for two years after the date when such Bond has become due and payable, either at its stated maturity date or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and



thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities sufficient to pay the principal or Redemption Price of any Series 2021 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the Series 2021 Bonds as to the Series 2021 Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, South Fork East Community Development District has caused this Bond to bear the signature of the Chair of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

Attest:

**SOUTH FORK EAST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

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

**(SEAL)**

**CERTIFICATE OF AUTHENTICATION**

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

**U.S. BANK NATIONAL ASSOCIATION,**  
as successor in trust to SunTrust Bank,  
National Association, as Trustee

Date of Authentication:

[Closing Date] \_\_\_\_\_

By: \_\_\_\_\_  
Vice President

**CERTIFICATE OF VALIDATION**

This Bond is one of a Series of Bonds which were validated by judgment of the Thirteenth Judicial Circuit of Florida, in and for Hillsborough County rendered on February 18, 2005.

\_\_\_\_\_  
Chair, Board of Supervisors,  
South Fork East  
Community Development District

## [FORM OF ABBREVIATIONS]

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

TEN COM as tenants in common

TEN ENT as tenants by the entireties

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - \_\_\_\_\_ Custodian \_\_\_\_\_ under  
Uniform Transfer to Minors Act \_\_\_\_\_ (Cust.) \_\_\_\_\_ (Minor)  
(State)

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

## [FORM OF ASSIGNMENT]

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney to transfer the said Bond on the books of the District, with full power of substitution in the premises.

Dated:

Social Security Number or Employer:

Identification Number of Transferee:

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Bond in every particular without alteration or any change whatsoever.

**EXHIBIT B**  
**FORM OF INVESTOR LETTER**

[Date]

FMSbonds, Inc.  
The FMSbonds Building  
4775 Technology Way  
Boca Raton, Florida 33431

Re: FMSBonds Account Number \_\_\_\_\_

To Whom it May Concern:

By signing this letter, I confirm that I have the authority to act on behalf of the above referenced account and this account meets the definition of an accredited investor based upon one or more of the criteria listed below. Federal securities laws define an accredited investor in Rule 501 of Regulation D as:

1. A bank, insurance company, registered investment company, business development company, or small business investment company;
2. An employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of \$5 million;
3. A charitable organization, corporation, or partnership with assets exceeding \$5 million;
4. A director, executive officer, or general partner of the company selling the securities;
5. A business in which all the equity owners are accredited investors;
6. A natural person who has individual net worth, or joint net worth with the person's spouse, that exceeds \$1 million at the time of the purchase, excluding the value of the primary residence of such person;
7. A natural person with income exceeding \$200,000 in each of the two most recent years or joint income with a spouse exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year; or
8. A trust with assets in excess of \$5 million, not formed to acquire the securities offered, whose purchases a sophisticated person makes.

I represent the following securities to be suitable for my investment objectives. A Copy of the offering document for the following security has been provided to me and I am aware that additional copies and other information may be found online at [www.fmsbonds.com](http://www.fmsbonds.com) and [www.emma.msrb.org](http://www.emma.msrb.org).

Description \_\_\_\_\_  
CUSIP \_\_\_\_\_  
Rate \_\_\_\_\_  
Maturity \_\_\_\_\_  
Rating \_\_\_\_\_

Thank you,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PRELIMINARY LIMITED OFFERING MEMORANDUM DATED MAY [ ], 2021**

**NEW ISSUE – BOOK-ENTRY ONLY  
LIMITED OFFERING**

**NOT RATED**

*In the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, under existing statutes, regulations, rulings and court decisions and subject to the conditions described herein under "TAX MATTERS," interest on the Series 2021 Bonds is (a) excludable from gross income of the owners thereof for federal income tax purposes, except as otherwise described herein under the caption "TAX MATTERS" and (b) not an item of tax preference for purposes of the federal alternative minimum tax. Such interest also may be subject to other federal income tax consequences referred to herein under "TAX MATTERS." See "TAX MATTERS" herein for a general discussion of Bond Counsel's opinion and other tax considerations.*

**SOUTH FORK EAST COMMUNITY DEVELOPMENT DISTRICT  
(Hillsborough County, Florida)**

**\$3,240,000\* Capital Improvement Revenue Refunding Bonds, Series 2021**

Dated: Date of original issuance

Due: May 1, as shown on the inside cover

The \$3,240,000\* South Fork East Community Development District Capital Improvement Revenue Refunding Bonds, Series 2021 (the "Series 2021 Bonds"), are being issued by the South Fork East Community Development District (the "District") pursuant to a Master Trust Indenture dated as of July 1, 2005 (the "Master Indenture"), between the District and U.S. Bank National Association, as successor in trust to SunTrust Bank, National Association, as trustee (the "Trustee"), as amended and supplemented by a Seventh Supplemental Trust Indenture dated as of May 1, 2021, between the District and the Trustee (the "Seventh Supplemental Indenture" and together with the Master Indenture, the "Indenture").

The Series 2021 Bonds are being issued only in fully registered form, in denominations of \$1,000 or any integral multiple thereof; provided, however, if any initial Beneficial Owner does not purchase at least \$100,000 of the Series 2021 Bonds at the time of initial delivery of the Series 2021 Bonds, such Beneficial Owner must either execute and deliver to the District and the Underwriter on the date of delivery of the Series 2021 Bonds an investor letter in the form attached as an exhibit to the Seventh Supplemental Indenture or otherwise establish to the satisfaction of the Underwriter that such Beneficial Owner is an "accredited investor," as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended.

The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the "Act"), the Florida Constitution, and other applicable provisions of law, and established by Ordinance No. 04-40, enacted by the Board of County Commissioners of Hillsborough County, Florida (the "County") on August 10, 2004, as amended by Ordinance No. 13-32, enacted by the Board of County Commissioners of the County on December 10, 2013, which expanded the boundaries of the District (collectively, the "Ordinance").

The Series 2021 Bonds are payable from and secured by the Series 2021 Trust Estate, which includes the Series 2021 Pledged Revenues and the Series 2021 Pledged

Funds. The Series 2021 Pledged Revenues consist of the revenues derived by the District from the Series 2021 Assessments (as further described herein). The Series 2021 Pledged Funds include all of the Funds and Accounts (except for the Series 2021 Rebate Account) established by the Indenture. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2021 BONDS" herein.

The Series 2021 Bonds, when issued, will be registered in the name of Cede & Co., as the Owner and Nominee for The Depository Trust Company ("DTC"), New York, New York. Purchases of beneficial interests in the Series 2021 Bonds will be made in book-entry only form. Accordingly, principal of and interest on the Series 2021 Bonds will be paid from the sources provided herein by the Trustee directly to Cede & Co. as the Nominee of DTC and the registered Owner thereof. Disbursements of such payments to the DTC Participants (as defined herein) is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC Participants and the Indirect Participants (as defined herein), as more fully described herein. Any purchaser as a Beneficial Owner of a Series 2021 Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such Series 2021 Bond. See "DESCRIPTION OF THE SERIES 2021 BONDS – Book-Entry Only System" herein. The Series 2021 Bonds will bear interest at the fixed rates set forth herein, calculated on the basis of a 360-day year comprised of twelve 30-day months. Interest on the Series 2021 Bonds is payable semi-annually on each May 1 and November 1, commencing November 1, 2021.

**The Series 2021 Bonds are subject to optional, mandatory and extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein. See "DESCRIPTION OF THE SERIES 2021 BONDS – Redemption Provisions" herein.**

The Series 2021 Bonds are being issued to, together with other funds of the District, (a) currently refund and redeem all of the District's Outstanding Capital Improvement Revenue Refunding Convertible Capital Appreciation Bonds, Series 2013A (the "Refunded Bonds"), (b) pay certain costs associated with the issuance of the Series 2021 Bonds, (c) make a deposit into the Series 2021 Reserve Account to be held for the benefit of all of the Series 2021 Bonds, and (d) pay a portion of the interest to become due on the Series 2021 Bonds.

NEITHER THE SERIES 2021 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE SERIES 2021 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2021 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2021 BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2021 PLEDGED REVENUES

AND THE SERIES 2021 PLEDGED FUNDS PLEDGED TO THE SERIES 2021 BONDS, ALL AS PROVIDED IN THE SERIES 2021 BONDS AND IN THE INDENTURE.

THE SERIES 2021 BONDS INVOLVE A DEGREE OF RISK (SEE "BONDOWNERS' RISKS" HEREIN) AND ARE NOT SUITABLE FOR ALL INVESTORS (SEE "SUITABILITY FOR INVESTMENT" HEREIN). THE UNDERWRITER IS LIMITING THE OFFERING OF THE SERIES 2021 BONDS TO ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. HOWEVER, THE LIMITATION OF THE INITIAL OFFERING OF THE SERIES 2021 BONDS TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFERS IN ANY SECONDARY MARKET FOR THE SERIES 2021 BONDS. THE SERIES 2021 BONDS ARE NOT CREDIT ENHANCED AND ARE NOT RATED AND NO APPLICATION HAS BEEN MADE FOR CREDIT ENHANCEMENT OR A RATING WITH RESPECT TO THE SERIES 2021 BONDS, NOR IS THERE ANY REASON TO BELIEVE THAT THE DISTRICT WOULD HAVE BEEN SUCCESSFUL IN OBTAINING EITHER CREDIT ENHANCEMENT OR A RATING FOR THE SERIES 2021 BONDS HAD APPLICATION BEEN MADE.

This cover page contains information for quick reference only. It is not, and is not intended to be, a summary of the Series 2021 Bonds. Investors must read this entire Limited Offering Memorandum, including the appendices attached hereto, to obtain information essential to the making of an informed investment decision.

*The Series 2021 Bonds are offered for delivery when, as and if issued by the District and accepted by the Underwriter, subject to prior sale, withdrawal or modification of the offer and the receipt of the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, as to the validity of the Series 2021 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Straley Robin Vericker, Tampa, Florida, and for the Trustee by its counsel, Holland & Knight LLP, Miami, Florida. Aponte & Associates Law Firm, P.L.L.C., Orlando, Florida, is serving as Underwriter's Counsel and Nabors, Giblin & Nickerson, P.A., Tampa, Florida, is serving as Disclosure Counsel. It is expected that the Series 2021 Bonds will be available for delivery through the facilities of The Depository Trust Company, New York, New York on or about May \_\_, 2021.*

## **FMSbonds, Inc.**

Dated: May \_\_, 2021

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\* Preliminary, subject to change.



## **RED HERRING LANGUAGE**

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment. The Series 2021 Bonds may not be sold nor may offers to buy be accepted prior to the time the Limited Offering Memorandum is delivered in final form. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of the Series 2021 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

**PRINCIPAL AMOUNTS, INTEREST RATES, MATURITY DATES,  
YIELDS, PRICES AND INITIAL CUSIP NUMBERS\***

\$ \_\_\_\_\_ Serial Series 2021 Bonds

| <u>Principal Amount</u> | <u>Interest Rate</u> | <u>Maturity (May 1)</u> | <u>Yield</u> | <u>Price</u> | <u>CUSIP No.*</u> |
|-------------------------|----------------------|-------------------------|--------------|--------------|-------------------|
|-------------------------|----------------------|-------------------------|--------------|--------------|-------------------|

\$ \_\_\_\_\_ % Term Series 2021 Bonds Due May 1, 20\_\_ Yield \_\_\_\_\_ % Price \_\_ CUSIP No. \_\_\_\_\_ \*

\$ \_\_\_\_\_ % Term Series 2021 Bonds Due May 1, 20\_\_ Yield \_\_\_\_\_ % Price \_\_ CUSIP No. \_\_\_\_\_ \*

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

**SOUTH FORK EAST COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS**

Karen Gagliardi, Chair  
Laura Green, Vice-Chair  
Frank Gagliardi, Assistant Secretary  
Stanislaus Pullen, Assistant Secretary  
Mona Dixon, Assistant Secretary

**DISTRICT MANAGER**

Inframark, LLC  
Wesley Chapel, Florida

**DISTRICT COUNSEL**

Straley Robin Vericker  
Tampa, Florida

**ASSESSMENT CONSULTANT**

Inframark, LLC  
Coral Springs, Florida

**BOND COUNSEL/DISCLOSURE COUNSEL**

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

## **REGARDING USE OF THIS LIMITED OFFERING MEMORANDUM**

No dealer, broker, salesman or other person has been authorized by the District, Hillsborough County, Florida, the State of Florida or the Underwriter to give any information or to make any representations other than those contained in this Limited Offering Memorandum and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Limited Offering Memorandum does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2021 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the District, the District Manager, the Assessment Consultant and other sources that are believed by the Underwriter to be reliable.

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.

At closing, the District, the District Manager and the Assessment Consultant will each deliver certificates certifying that certain of the information supplied by each does not contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change with respect to the matters described herein since the date hereof.

The Series 2021 Bonds have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended, nor has the Indenture been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth in such acts. The registration, qualification or exemption of the Series 2021 Bonds in accordance with the applicable securities law provisions of any jurisdictions wherein these securities have been or will be registered, qualified or exempted should not be regarded as a recommendation thereof. Neither the District, Hillsborough County, Florida, the State of Florida, nor any of its subdivisions or agencies have guaranteed or passed upon the merits of the Series 2021 Bonds, upon the probability of any earnings thereon or upon the accuracy or adequacy of this Limited Offering Memorandum.

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "anticipate," "budget" or other similar words. 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 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.

The order and placement of materials in this Limited Offering Memorandum, including the appendices, are not to be deemed a determination of relevance, materiality or importance, and this Limited Offering Memorandum, including the appendices, must be considered in its entirety. The captions and headings in this Limited Offering Memorandum are for convenience of reference only and in no way define, limit or describe the scope or intent, or affect the meaning or construction, of any provisions or sections in this Limited Offering Memorandum.

This Limited Offering Memorandum is being provided to prospective purchasers in electronic format on the following websites: [www.munios.com](http://www.munios.com) and [www.emma.msrb.org](http://www.emma.msrb.org). This Limited Offering Memorandum may be relied upon only as printed in its entirety directly from such websites.

This Limited Offering Memorandum is not, and shall not be deemed to constitute, an offer to sell, or the solicitation of an offer to buy, real estate, which may only be made pursuant to offering documents satisfying applicable federal and state laws relating to the offer and sale of real estate.

References to website addresses presented herein are for information purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Limited Offering Memorandum for any purpose, including for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

This Preliminary Limited Offering Memorandum is in a form deemed final by the District for purposes of Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended, except for certain information permitted to be omitted pursuant to Rule 15c2-12(b)(1).

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## LIMITED OFFERING MEMORANDUM

relating to

### **SOUTH FORK EAST COMMUNITY DEVELOPMENT DISTRICT (Hillsborough County, Florida) \$3,240,000\* Capital Improvement Revenue Refunding Bonds, Series 2021**

#### INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page and appendices hereto, is to set forth certain information concerning the South Fork East Community Development District (the "District") in connection with the offering and issuance by the District of its \$3,240,000\* Capital Improvement Revenue Refunding Bonds, Series 2021 (the "Series 2021 Bonds").

The Series 2021 Bonds are being issued pursuant to the Act and a Master Trust Indenture dated as of July 1, 2005 (the "Master Indenture"), between the District and U.S. Bank National Association, as successor in trust to SunTrust Bank, National Association, as trustee (the "Trustee"), as amended and supplemented by a Seventh Supplemental Trust Indenture dated as of May 1, 2021, between the District and the Trustee (the "Seventh Supplemental Indenture" and, together with the Master Indenture, the "Indenture") and resolutions adopted by the Board of Supervisors of the District on November 11, 2004 and May 6, 2021, authorizing the issuance of the Series 2021 Bonds. All capitalized terms used in this Limited Offering Memorandum that are defined in the Indenture and not defined herein shall have the respective meanings set forth in the Indenture, which appears in composite APPENDIX B attached hereto.

The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the "Act"), the Florida Constitution, and other applicable provisions of law, and established by Ordinance No. 04-40, enacted by the Board of County Commissioners of Hillsborough County, Florida (the "County") on August 10, 2004, as amended by Ordinance No. 13-32, enacted by the Board of County Commissioners of the County on December 10, 2013, which expanded the boundaries of the District (collectively, the "Ordinance"). The District was established for the purpose, among other things, of financing and managing the acquisition, construction, installation, maintenance, and operation of the major infrastructure within and without the boundaries of the District. The boundaries of the District include approximately 477 acres of land located entirely within an unincorporated area of the County (the "District Lands"). For more complete information about the District, its Governing Body and the District Manager, see "THE DISTRICT" herein.

The Act authorizes the District to issue bonds for the purposes, among others, of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining water management, water supply, sewer and wastewater management, bridges or culverts, district roads, recreational

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\* Preliminary, subject to change.



facilities and other basic infrastructure projects within or without the boundaries of the District, all as provided in the Act.

Under the Constitution and laws of the State of Florida (the "State"), including the Act, the District has the power and authority to levy non-ad valorem assessments upon the District Lands and to issue bonds for the purposes of providing community development services and facilities, including those refinanced with the proceeds of the Series 2021 Bonds as described herein.

Consistent with the requirements of the Indenture and the Ordinance, the Series 2021 Bonds are being issued to, together with other funds of the District, (a) currently refund and redeem all of the District's Outstanding Capital Improvement Revenue Refunding Convertible Capital Appreciation Bonds, Series 2013A (the "Refunded Bonds"), (b) pay certain costs associated with the issuance of the Series 2021 Bonds, (c) make a deposit into the Series 2021 Reserve Account to be held for the benefit of all of the Series 2021 Bonds, and (d) pay a portion of the interest to become due on the Series 2021 Bonds.

The Refunded Bonds were issued pursuant to the Master Indenture, as supplemented by a Fourth Supplemental Trust Indenture dated as of March 1, 2013 (the "Fourth Supplemental Indenture" and, together with the Master Indenture, the "2013A Indenture") in exchange for and to restructure the District's Outstanding Capital Improvement Revenue Bonds, Series 2007A (the "Series 2007A Bonds"). The Series 2007A Bonds were issued to finance the acquisition and construction of a portion of the District's capital improvement program benefitting certain parcels within the District, including stormwater management facilities, landscape/hardscape improvements and a portion of the recreation facility (collectively, the "Series 2007A Project").

The Refunded Bonds are secured by non-ad valorem special assessments imposed, levied and collected by the District on certain lands within the District benefitted by the Series 2007A Project (the "Series 2013A Assessments"). Upon issuance of the Series 2021 Bonds, the Series 2013A Assessments will be known as the "Series 2021 Assessments." The Series 2021 Bonds are payable from and secured by the revenues derived by the District from the Series 2021 Assessments and amounts in the Funds and Accounts (except for the Series 2021 Rebate Account) established by the Indenture. The Series 2021 Assessments represent an allocation of the costs of the Series 2007A Project, including bond financing costs, to certain lands within the District in accordance with the Assessment Report (hereinafter defined). The Assessment Report and assessment resolutions with respect to the Series 2021 Assessments (collectively, the "Assessment Proceedings") permit the prepayment in part or in full of the Series 2021 Assessments at any time without penalty. See "ASSESSMENT METHODOLOGY" herein and "APPENDIX A – ASSESSMENT REPORT" attached hereto.

Subsequent to the issuance of the Series 2021 Bonds, the District may cause one or more Series of Bonds to be issued pursuant to the Master Indenture, subject to the terms and conditions thereof. Bonds may be issued for the purpose of paying all or part of the Cost of a Series Project or refunding an Outstanding Series of Bonds or any portion thereof. The Seventh Supplemental Indenture provides that, other than Refunding Bonds issued to refund the then Outstanding Series 2021 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2021 Bonds are

Outstanding, issue or incur any debt payable in whole or in part from the Series 2021 Trust Estate. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2021 BONDS – No Parity Bonds" herein.

There follows in this Limited Offering Memorandum a brief description of the District, the Development (hereinafter defined) and the Series 2021 Assessment Area (hereinafter defined), together with summaries of the terms of the Series 2021 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 statutes and all references to the Series 2021 Bonds are qualified by reference to the definitive form thereof and the information with respect thereto contained in the Indenture, which appears as composite APPENDIX B attached hereto.

### **SUITABILITY FOR INVESTMENT**

Investment in the Series 2021 Bonds poses certain economic risks. No dealer, broker, salesman or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum. Additional information will be made available to each prospective investor, including the benefit of a site visit to the District, and the opportunity to ask questions of the District, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Series 2021 Bonds. Prospective investors are encouraged to request such additional information, visit the District and ask such questions.

While the Series 2021 Bonds are not subject to registration under the Securities Act of 1933, as amended (the "Securities Act"), the Underwriter has determined that the Series 2021 Bonds are not suitable for investment by persons other than, and, as required by Chapter 189, Florida Statutes, will offer the Series 2021 Bonds only to, "accredited investors," as such term is utilized in Chapter 517, Florida Statutes, and the rules promulgated thereunder. However, the limitation of the initial offering to accredited investors does not denote restrictions on transfers in any secondary market for the Series 2021 Bonds. Prospective investors in the Series 2021 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 2021 Bonds and should have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment.

### **PLAN OF REFUNDING**

The Refunded Bonds are currently outstanding in the aggregate principal amount of \$3,240,000. Concurrently with the delivery of the Series 2021 Bonds, a portion of the proceeds of the Series 2021 Bonds, and other available moneys held by the Trustee pursuant to the 2013A Indenture, will be applied to the refunding of the Refunded Bonds. See "VERIFICATION" and "ESTIMATED SOURCES AND USES OF BOND PROCEEDS" herein.

To effect the refunding of the Refunded Bonds, the District will enter into an escrow deposit agreement (the "Escrow Agreement") with U.S. Bank National Association, as escrow agent (in such capacity, the "Escrow Agent"). Pursuant to the terms of the Escrow Agreement, the District will deposit with the Escrow Agent a portion of the proceeds of the Series 2021 Bonds, and other available moneys held by the Trustee pursuant to the 2013A Indenture, for deposit to the credit of an escrow fund (the "Escrow Fund") established pursuant to the Escrow Agreement. Such proceeds and other available moneys will be held in the Escrow Fund uninvested in an amount sufficient to pay when due all principal of and accrued interest on the Refunded Bonds as the same become due or are called for redemption, which redemption is expected to take place on or about June [28], 2021. Upon execution and delivery of the Escrow Agreement and the deposit of such proceeds and other available moneys into the Escrow Fund, all as provided in the Escrow Agreement, in the opinion of Bond Counsel, rendered in reliance on the report of the Verification Agent (hereinafter defined), the Refunded Bonds will no longer be deemed Outstanding pursuant to the 2013A Indenture.

The moneys held pursuant to the Escrow Agreement are pledged solely for the benefit of the holders of the Refunded Bonds and will not be available to pay Debt Service on the Series 2021 Bonds.

## **VERIFICATION**

As of the delivery date of the Series 2021 Bonds, Terminus Analytics (the "Verification Agent"), will verify, from information provided to them, the mathematical accuracy of the computations contained in schedules provided by FMSbonds, Inc., to determine that the cash deposit to be held in the Escrow Fund will be sufficient to pay, when due, the principal of and interest on the Refunded Bonds.

## **DESCRIPTION OF THE SERIES 2021 BONDS**

### **General Description**

The Series 2021 Bonds are issuable as fully registered bonds, without coupons, in denominations of \$1,000 or any integral multiple thereof; provided, however, if any initial Beneficial Owner does not purchase at least \$100,000 of the Series 2021 Bonds at the time of initial delivery of the Series 2021 Bonds, such Beneficial Owner must either execute and deliver to the District and the Underwriter on the date of delivery of the Series 2021 Bonds an investor letter in the form attached as an exhibit to the Seventh Supplemental Indenture or otherwise establish to the satisfaction of the Underwriter that such Beneficial Owner is an "accredited investor," as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended.

The Series 2021 Bonds will be dated their date of issuance and delivery to the initial purchasers thereof and will bear interest payable on each May 1 and November 1, commencing November 1, 2021 (each, an "Interest Payment Date") and shall be computed on the basis of a 360-day year comprised of twelve 30-day months. The Series 2021 Bonds will mature on May 1 of such years, in such amounts and at such rates as set forth on the inside cover page of this Limited Offering Memorandum.

Interest on the Series 2021 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Each Series 2021 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication (a) is an Interest Payment Date to which interest on such Series 2021 Bond has been paid, in which event such Series 2021 Bond shall bear interest from its date of authentication, or (b) is prior to the first Interest Payment Date for the Series 2021 Bonds, in which event such Series 2021 Bond shall bear interest from its date.

Debt Service on each Series 2021 Bond will be payable on each Interest Payment Date in any coin or currency of the United States of America which, at the date of payment thereof, is legal tender for the payment of public and private debts. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the registered Owner at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15<sup>th</sup>) day of the calendar month preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture, the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent to such person who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of a Series 2021 Bond. Any payment of principal, Amortization Installment or Redemption Price shall be made only upon presentation thereof at the designated corporate trust office of U.S. Bank National Association, located in Orlando, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"), unless the Series 2021 Bonds are held in the book-entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner owns not less than \$1,000,000 in aggregate principal amount of the Series 2021 Bonds).

The Series 2021 Bonds will initially be registered in the name of Cede & Co. as Nominee for The Depository Trust Company ("DTC"), which will act initially as securities depository for the Series 2021 Bonds and, so long as the Series 2021 Bonds are held in book-entry only form, Cede & Co. will be considered the Registered Owner for all purposes hereof. See "- Book-Entry Only System" below for more information about DTC and its book-entry system.

## **Redemption Provisions**

*Optional Redemption.* The Series 2021 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20\_\_, at the Redemption Price of the principal amount of the Series 2021 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

*Mandatory Sinking Fund Redemption.* The Series 2021 Bonds maturing May 1, 20\_\_, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2021 Sinking Fund Account established under the Seventh Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

| <b>May 1<br/>of the Year</b> | <b>Amortization<br/>Installment</b> | <b>May 1<br/>of the Year</b> | <b>Amortization<br/>Installment</b> |
|------------------------------|-------------------------------------|------------------------------|-------------------------------------|
|------------------------------|-------------------------------------|------------------------------|-------------------------------------|

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\* Final maturity

The Series 2021 Bonds maturing May 1, 20\_\_, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2021 Sinking Fund Account established under the Seventh Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

| <b>May 1<br/>of the Year</b> | <b>Amortization<br/>Installment</b> | <b>May 1<br/>of the Year</b> | <b>Amortization<br/>Installment</b> |
|------------------------------|-------------------------------------|------------------------------|-------------------------------------|
|------------------------------|-------------------------------------|------------------------------|-------------------------------------|

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\* Final maturity

As more particularly set forth in the Indenture, any Series 2021 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2021 Bonds. Amortization Installments are also subject to recalculation, as provided in the Seventh Supplemental Indenture, as the result of the redemption of Series 2021 Bonds other than from scheduled Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2021 Bonds as set forth in the Seventh Supplemental Indenture.

*Extraordinary Mandatory Redemption.* The Series 2021 Bonds are subject to extraordinary mandatory redemption prior to maturity in whole or in part on any Redemption Date at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

- (a) from amounts, including Series 2021 Prepayments, required by the Indenture to be deposited into the Series 2021 Prepayment Subaccount; or

(b) from amounts transferred from the Series 2021 Reserve Account to the Series 2021 Prepayment Subaccount resulting from a reduction in the Series 2021 Reserve Account Requirement resulting from Prepayments of Series 2021 Assessments as provided for in the Indenture; or

(c) on the date on which the amount on deposit in the Series 2021 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2021 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2021 Bonds shall be called for redemption, the particular Series 2021 Bonds or portions of Series 2021 Bonds to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.

### **Notice of Redemption**

Notice of redemption shall be given by the Bond Registrar not less than thirty (30) nor more than forty-five (45) days prior to the date fixed for redemption by first-class mail, postage prepaid, to any Paying Agent for the Series 2021 Bonds to be redeemed and to the registered Owner of each Series 2021 Bond to be redeemed, at the address of such registered Owner on the registration books maintained by the Bond Registrar (and, for any Owner of \$1,000,000 or more in principal amount of Series 2021 Bonds, to one additional address if written request therefor is provided to the Bond Registrar prior to the Record Date); and a second notice of redemption shall be sent by registered or certified mail at such address to any Owner who has not submitted his Series 2021 Bond to the Paying Agent for payment on or before the date sixty (60) days following the date fixed for redemption of such Series 2021 Bond, in each case stating: (a) the numbers of the Series 2021 Bonds to be redeemed, by giving the individual certificate number of each Series 2021 Bond to be redeemed (or stating that all Series 2021 Bonds between two stated certificate numbers, both inclusive, are to be redeemed or that all of the Series 2021 Bonds of one or more maturities have been called for redemption); (b) the CUSIP numbers of all Series 2021 Bonds being redeemed; (c) in the case of a partial redemption of Series 2021 Bonds, the principal amount of each Series 2021 Bond being redeemed; (d) the date of issue of each Series 2021 Bond as originally issued and the complete official name of the Series 2021 Bonds including the Series designation; (e) the rate or rates of interest borne by each Series 2021 Bond being redeemed; (f) the maturity date of each Series 2021 Bond being redeemed; (g) the place or places where amounts due upon such redemption will be payable; and (h) the notice date, redemption date, and Redemption Price. The notice shall require that such Series 2021 Bonds be surrendered at the designated corporate trust office of the Paying Agent for redemption at the Redemption Price and shall state that further interest on such Series 2021 Bonds will not accrue from and after the redemption date; provided, however, that such presentation shall not be required while such Series 2021 Bonds are registered in book-entry only format. CUSIP number identification with appropriate dollar amounts for each CUSIP number also shall accompany all redemption payments.

### **Book-Entry Only System**

THE INFORMATION IN THIS CAPTION CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM DTC AND NEITHER THE

DISTRICT NOR THE UNDERWRITER MAKES ANY REPRESENTATION OR WARRANTY OR TAKES ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

DTC will act as securities depository for the Series 2021 Bonds. The Series 2021 Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of each Series of the Series 2021 Bonds and will be deposited with DTC. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has a Standard and Poor's rating of AA+. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of the Series 2021 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2021 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2021 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 2021 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2021 Bonds, except in the event that use of the book-entry system for the Series 2021 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2021 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede &

Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2021 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 2021 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2021 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements made among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Series 2021 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2021 Bonds, as the case may be, to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2021 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 2021 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2021 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the District or the Registrar on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Registrar or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent for the Series 2021 Bonds. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of the Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2021 Bonds at any time by giving reasonable notice to the District. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2021 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 2021 Bond certificates will be printed and delivered to DTC.

NEITHER THE DISTRICT NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE SERIES 2021 BONDS. THE DISTRICT CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE SERIES 2021 BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM.

## **SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2021 BONDS**

### **General**

The Series 2021 Bonds are payable from and secured by the revenues derived by the District from the Series 2021 Assessments and amounts in the Funds and Accounts (except for the Series 2021 Rebate Account) established by the Indenture. Series 2021 Assessments will be levied and collected on the lands within the District that receive a special benefit from the Series 2007A Project, and shall not include Assessments imposed, levied and collected by the District with respect to property within the District not so specially benefited. The Series 2021 Assessments represent an allocation of the costs of the Series 2007A Project, including bond financing costs, to such benefited land within the District in accordance with the Assessment Report, attached hereto as APPENDIX A.

NEITHER THE SERIES 2021 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE SERIES 2021 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2021 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2021 BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2021 PLEDGED REVENUES AND THE SERIES 2021 PLEDGED FUNDS PLEDGED TO THE SERIES 2021 BONDS, ALL AS PROVIDED IN THE SERIES 2021 BONDS AND IN THE INDENTURE.

## **No Parity Bonds**

The Seventh Supplemental Indenture provides that, other than Refunding Bonds issued to refund the then Outstanding Series 2021 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2021 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2021 Trust Estate.

WHILE NO FUTURE ADDITIONAL BONDS WILL BE PAYABLE FROM OR SECURED BY THE SERIES 2021 ASSESSMENTS PLEDGED AS SECURITY FOR THE SERIES 2021 BONDS, THE DISTRICT, THE COUNTY, THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF MAY IN THE FUTURE IMPOSE, LEVY AND COLLECT ASSESSMENTS AND TAXES THE LIENS OF WHICH WILL BE CO-EQUAL WITH THE LIEN OF ASSESSMENTS, INCLUDING THE SERIES 2021 ASSESSMENTS SECURING THE SERIES 2021 BONDS. See "— Enforcement and Collection of Series 2021 Assessments" below.

## **Funds and Accounts**

The Indenture requires that the Trustee establish the following Funds and Accounts: (a) within the Acquisition and Construction Fund, a Series 2021 Costs of Issuance Account; (b) within the Debt Service Fund, (i) a Series 2021 Debt Service Account and therein a Series 2021 Sinking Fund Account, a Series 2021 Principal Account and a Series 2021 Interest Account, and (ii) a Series 2021 Redemption Account and therein a Series 2021 Prepayment Subaccount and a Series 2021 Optional Redemption Subaccount; (c) within the Reserve Fund, a Series 2021 Reserve Account, which shall be held for the benefit of all of the Series 2021 Bonds, without distinction as to Series 2021 Bonds and without privilege or priority of one Series 2021 Bond over another; (d) within the Revenue Fund, a Series 2021 Revenue Account; and (e) within the Rebate Fund, a Series 2021 Rebate Account.

### **Series 2021 Reserve Account**

The Series 2021 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2021 Reserve Account Requirement. "Series 2021 Reserve Account Requirement" is defined in the Seventh Supplemental Indenture to mean an amount equal to ten percent (10%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2021 Bonds, as calculated from time to time, which amount on the date of initial issuance of the Series 2021 Bonds is equal to \$\_\_\_\_\_.

Except as otherwise provided in the Indenture, amounts on deposit in the Series 2021 Reserve Account shall be used only for the purpose of making payments into the Series 2021 Interest Account, the Series 2021 Principal Account and the Series 2021 Sinking Fund Account to pay Debt Service on the Series 2021 Bonds, when due, without distinction as to Series 2021 Bonds and without privilege or priority of one Series 2021 Bond over another, to the extent the moneys on deposit in such Accounts available therefor are insufficient and for no other purpose. The Series 2021 Reserve Account shall consist only of cash and Series 2021 Investment Obligations.

Anything in the Indenture to contrary notwithstanding, on the forty-fifth (45<sup>th</sup>) day preceding each Interest Payment Date (or, if such forty-fifth (45<sup>th</sup>) day is not a Business Day, on the first Business Day preceding such forty-fifth (45<sup>th</sup>) day), the Trustee is authorized and directed to recalculate the Series 2021 Reserve Account Requirement and to transfer any excess on deposit in the Series 2021 Reserve Account (a) resulting from Prepayments of Series 2021 Assessments into the Series 2021 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2021 Bonds, or (b) resulting from investment earnings as provided in the Seventh Supplemental Indenture.

On the earliest date on which there is on deposit in the Series 2021 Reserve Account sufficient moneys, after taking into account other moneys available therefor, to pay and redeem all of the Outstanding Series 2021 Bonds, together with accrued interest and redemption premium, if any, on such Series 2021 Bonds to the earliest Redemption Date permitted therein and in the Seventh Supplemental Indenture, then the Trustee shall transfer the amount on deposit in the Series 2021 Reserve Account into the Series 2021 Prepayment Subaccount to pay and redeem all of the Outstanding Series 2021 Bonds on the earliest Redemption Date permitted for redemption therein and in the Seventh Supplemental Indenture.

Anything in the Indenture to the contrary notwithstanding, amounts on deposit in the Series 2021 Reserve Account shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessments.

### **Series 2021 Revenue Account**

(a) Pursuant to the Seventh Supplemental Indenture, the Trustee is authorized and directed to deposit any and all amounts required to be deposited in the Series 2021 Revenue Account by the Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2021 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The Trustee shall deposit into the Series 2021 Revenue Account (i) Series 2021 Assessment Revenues other than Series 2021 Prepayments (which Series 2021 Prepayments shall be identified by the District to the Trustee as such in writing upon deposit, upon which certification the Trustee may conclusively rely, and which shall be deposited into the Series 2021 Prepayment Subaccount), (ii) Series 2021 Prepayment Interest, and (iii) any other revenues required by other provisions of the Indenture to be deposited into the Series 2021 Revenue Account.

(c) On the forty-fifth (45<sup>th</sup>) day preceding each Interest Payment Date (or if such forty-fifth (45<sup>th</sup>) day is not a Business Day, on the Business Day next preceding such forty-fifth (45<sup>th</sup>) day), the Trustee shall determine the amount on deposit in the Series 2021 Prepayment Subaccount and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2021 Revenue Account for deposit into the Series 2021 Prepayment Subaccount an amount sufficient to increase the amount on deposit therein to the nearest integral multiple of \$1,000 (provided that there are sufficient

funds remaining in the Series 2021 Revenue Account to pay Debt Service coming due on the Series 2021 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2021 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2021 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2021 Bonds set forth in the form of Series 2021 Bonds attached to the Seventh Supplemental Indenture, Section 301 of the Seventh Supplemental Indenture, and Article III of the Master Indenture.

(d) On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall transfer amounts on deposit in the Series 2021 Revenue Account to the Accounts designated below in the following amounts and in the following order of priority:

FIRST, to the Series 2021 Interest Account, the amount, if any, equal to the difference between the amount of interest payable on all Series 2021 Bonds then Outstanding on such May 1 or November 1, and the amount already on deposit in the Series 2021 Interest Account not previously credited;

SECOND, on May 1, 20\_\_ and on each May 1 thereafter, to the Series 2021 Principal Account, the amount, if any, equal to the difference between the principal of all Series 2021 Serial Bonds maturing on such May 1, and the amount already on deposit in the Series 2021 Principal Account not previously credited and on May 1, 20\_\_ and on each May 1 thereafter, to the Series 2021 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2021 Term Bonds subject to mandatory sinking fund redemption on such May 1 and the amount already on deposit in the Series 2021 Sinking Fund Account not previously credited;

THIRD, to the Series 2021 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2021 Reserve Account Requirement with respect to the Series 2021 Bonds; and

FOURTH, the balance shall first be deposited into the Series 2021 Costs of Issuance Account to fund any deficiencies in the amount allocated to pay the costs of issuance relating to the Series 2021 Bonds, and then the balance shall be retained in the Series 2021 Revenue Account.

On each November 2 (or if such November 2 is not a Business Day, on the next Business Day thereafter), the balance on deposit in the Series 2021 Revenue Account on such November 2 shall be paid over to the District at the written direction of an Authorized Officer of the District and used for any lawful purpose of the District; provided however, that on the date of such proposed transfer the amount on deposit in the Series 2021 Reserve Account shall be equal to the Series 2021 Reserve Account Requirement, and provided further that the Trustee shall not have actual knowledge (as described in Section 606 of the Master Indenture) of an Event of Default under the Indenture relating to any of the Series 2021 Bonds, including the payment of Trustee's fees and expenses then due.

(e) On any date required by the Arbitrage Certificate, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2021 Revenue

Account to the Series 2021 Rebate Account the amount due and owing to the United States, which amount shall be paid to the United States when due in accordance with such Arbitrage Certificate.

## **Investments**

Anything in the Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2021 Bonds shall be invested only in Series 2021 Investment Obligations. Earnings on investments in the Series 2021 Interest Account shall be retained, as realized, in such Account and used for the purpose of such Account. Earnings on investments in the Funds and Accounts other than the Series 2021 Reserve Account, and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2021 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2021 Reserve Account shall be disposed of as follows:

(a) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2021 Reserve Account as of the most recent date on which amounts on deposit in the Series 2021 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2021 Reserve Account since such date which have created a deficiency, then earnings on investments in the Series 2021 Reserve Account shall be deposited into the Series 2021 Revenue Account and used for the purpose of such Account; or

(b) if there was a deficiency (as defined in Section 509 of the Master Indenture) in the Series 2021 Reserve Account as of the most recent date on which amounts on deposit in the Series 2021 Reserve Account were valued by the Trustee, or if after such date withdrawals have been made from the Series 2021 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2021 Reserve Account shall be retained in the Series 2021 Reserve Account until the amount on deposit therein is equal to the Series 2021 Reserve Account Requirement, and then earnings on investments in the Series 2021 Reserve Account shall be deposited into the Series 2021 Revenue Account and used for the purpose of such Account.

The foregoing determination and disbursement shall be made prior to any recalculation and transfer of excess amounts on deposit in the Series 2021 Reserve Account made pursuant to Section 405 of the Seventh Supplemental Indenture.

## **Events of Default and Remedies**

The Master Indenture provides that each of the following shall be an "Event of Default" under the Indenture with respect to the Series 2021 Bonds, but no other Series of Bonds unless otherwise provided in the Supplemental Indenture relating to such Series:

- (a) any payment of Debt Service on the Series 2021 Bonds is not made when due;
- (b) the District shall for any reason be rendered incapable of fulfilling its obligations under the Indenture;

(c) the District admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of the Series 2007A Project;

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

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

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

(g) the District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions contained in the Series 2021 Bonds or in the Indenture on the part of the District to be performed (other than a default in the payment of Debt Service on the Series 2021 Bonds when due, which is an Event of Default under subsection (a) above) and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the District by the Trustee or, if the Trustee is unwilling or unable to act, by Owners of not less than ten percent (10%) in aggregate principal amount of the Series 2021 Bonds then Outstanding; and

(h) any portion of the Series 2021 Assessments shall have become Delinquent Assessments and the Indenture provides for the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in the Series 2021 Reserve Account to pay Debt Service on the Series 2021 Bonds (regardless of whether the Trustee does or does not, per the direction of the Majority Owners, actually withdraw such funds from the Series 2021 Reserve Account to pay Debt Service on the Series 2021 Bonds).

The District covenants and agrees in the Indenture that upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments, including delinquent Direct Billed Operation and Maintenance Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, including delinquent Direct Billed Operation and Maintenance Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Owners. Notwithstanding anything to the contrary in the Indenture, and unless otherwise directed by the Majority Owners and allowed pursuant to Federal or State law, the District acknowledges and agrees that (a) upon failure of any property owner to pay an installment of Assessments collected directly by the District when due, that the entire

Series 2021 Assessment on the tax parcel as to which such Delinquent Assessment appertains, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and the District shall promptly cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties with respect to such tax parcel and (b) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

### **Enforcement and Collection of Series 2021 Assessments**

The primary sources of payment for the Series 2021 Bonds are the Series 2021 Assessments imposed on each landowner within the District which are specially benefited by the Series 2007A Project. To the extent that landowners fail to pay such Series 2021 Assessments, delay payments, or are unable to pay such Series 2021 Assessments, the successful pursuit of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2021 Bonds. The Act provides for various methods of collection of delinquent taxes by reference to other provisions of the Florida Statutes. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein for a summary of special assessment payment and collection procedures appearing in the Florida Statutes.

Pursuant to the Indenture, Series 2021 Assessments levied on platted lots and pledged to secure the Series 2021 Bonds shall be collected pursuant to the uniform method for the levy, collection and enforcement of Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, as amended (the "Uniform Method"). To the extent the District is not able to collect such Series 2021 Assessments pursuant to the Uniform Method or to the extent the District determines that it is not in its best interest to use the Uniform Method, the District may elect to collect and enforce such Series 2021 Assessments pursuant to any then available and commercially reasonable method under the Act, Chapter 170, Florida Statutes, Chapter 197, Florida Statutes, or any successor statutes thereto.

If the owner of any lot or parcel of land shall be delinquent in the payment of any Series 2021 Assessment, then such Series 2021 Assessment shall be enforced in accordance with the provisions of Chapters 170 and/or 197, Florida Statutes, including but not limited to the sale of tax certificates and tax deeds as regards such Delinquent Assessment. In the event the provisions of Chapter 197, Florida Statutes, are inapplicable or unavailable, then upon the delinquency of any Series 2021 Assessment, the District either on its own behalf, or through the actions of the Trustee may, but is not obligated to, declare the entire unpaid balance of such Series 2021 Assessment to be in default and, at its own expense, cause such delinquent property to be foreclosed in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate, or pursuant to the provisions of Chapter 173, and Sections 190.026 and/or 170.10, Florida Statutes, or otherwise as provided by law. The District further covenants in the Indenture to furnish, at its expense, to any Owner of Series 2021 Bonds so requesting, sixty (60) days after the due date of each annual installment, a list of all Delinquent Assessments, together with a copy of the District's annual audit, and a list of foreclosure actions currently in progress and the current status of such Delinquent Assessments.

If any tax certificates relating to Delinquent Assessments which are pledged to the Series 2021 Bonds are sold by the Tax Collector (hereinafter defined) pursuant to the provisions of Section 197.432, Florida Statutes, or if any such tax certificates are not sold but are later redeemed, the proceeds of such sale or redemption (to the extent that such proceeds relate to the Series 2021 Assessments), less any commission or other charges retained by the Tax Collector, shall, if paid by the Tax Collector to the District, be paid by the District to the Trustee not later than five (5) Business Days following receipt of such proceeds by the District and shall be deposited by the Trustee to the credit of the Series 2021 Revenue Account.

If any property shall be offered for sale for the nonpayment of any Series 2021 Assessments and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2021 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount less than or equal to the balance due on the Series 2021 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive, in its corporate name or in the name of a special purpose entity, title to the property for the benefit of the Owners of the Series 2021 Bonds; provided that the Trustee shall have the right acting at the direction of the Majority Owners, but shall not be obligated, to direct the District with respect to any action taken pursuant to this section. The District, either through its own actions or actions caused to be taken through the Trustee, shall have the power to lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2021 Revenue Account. The District, either through its own actions or actions caused to be taken through the Trustee, agrees that it shall, after being provided assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the benefit of the Owners of the Series 2021 Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Owners. The Trustee may, upon direction from the Majority Owners, pay costs associated with any actions taken by District pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture.

THERE CAN BE NO ASSURANCE THAT ANY SALE OF LAND SUBJECT TO DELINQUENT ASSESSMENTS WILL PRODUCE PROCEEDS SUFFICIENT TO PAY THE FULL AMOUNT OF SUCH DELINQUENT ASSESSMENTS PLUS OTHER DELINQUENT TAXES AND ASSESSMENTS APPLICABLE THERETO.

### **Additional Covenants Regarding Assessments**

The District covenants in the Indenture to comply with the terms of the Assessment Proceedings heretofore adopted with respect to the Series 2021 Assessments, including the Assessment Report, and to levy the Series 2021 Assessments in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2021 Bonds, when due. The Assessment Report shall not be materially amended without prior written consent of the Majority Owners.

The District further covenants and agrees in the Indenture that it will not reduce the Series 2021 Assessment on any tax parcel (other than as the result of the Prepayment



of all or a portion of the Series 2021 Assessment on that tax parcel) from that set forth in the Assessment Report on account of any reduction in Debt Service on the Series 2021 Bonds resulting from a redemption of Series 2021 Bonds from amounts deposited into the Series 2021 Prepayment Subaccount.

### **Re-Assessment**

Pursuant to the Master Indenture, if any Series 2021 Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or the District shall be satisfied that any such Series 2021 Assessment is so irregular or defective that it cannot be enforced or collected, or if the District shall have omitted to make such Series 2021 Assessment when it might have done so, the District shall either (a) take all necessary steps to cause a new Series 2021 Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement, or (b) in its sole discretion, make up the amount of such Series 2021 Assessment from legally available moneys, which moneys shall be deposited into the Series 2021 Revenue Account. In case any such subsequent Series 2021 Assessment shall also be annulled, the District shall obtain and make other Series 2021 Assessments until a valid Series 2021 Assessment shall be made.

## **ENFORCEMENT OF ASSESSMENT COLLECTIONS**

### **General**

The primary source of payment for the Series 2021 Bonds is the revenues received by the District from the collection of Series 2021 Assessments imposed on certain lands in the District specially benefited by the Series 2007A Project pursuant to the Assessment Proceedings. See "ASSESSMENT METHODOLOGY" herein and "APPENDIX A - ASSESSMENT REPORT" attached hereto.

The imposition, levy, and collection of Series 2021 Assessments must be done in compliance with the provisions of State law. Failure by the District, the Hillsborough County Tax Collector (the "Tax Collector") or the Hillsborough County Property Appraiser (the "Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Series 2021 Assessments during any year. Such delays in the collection of Series 2021 Assessments, or complete inability to collect any Series 2021 Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of Debt Service on the Series 2021 Bonds. See "BONDOWNERS' RISKS" herein. To the extent that landowners fail to pay the Series 2021 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 2021 Bonds.

For the Series 2021 Assessments to be valid, the Series 2021 Assessments must meet two requirements: (a) the benefit from the Series 2007A Project to the lands subject to the Series 2021 Assessments must exceed or equal the amount of the Series 2021 Assessments; and (b) the Series 2021 Assessments must be fairly and reasonably allocated across all such benefitted properties. The Assessment Consultant will certify that these requirements have been met with respect to the Series 2021 Assessments.

Pursuant to the Act and the Assessment Proceedings, the District may collect the Series 2021 Assessments through a variety of methods. See "BONDOWNERS' RISKS" herein. Pursuant to the Indenture, Series 2021 Assessments levied on platted lots and pledged to secure the Series 2021 Bonds will be collected by the Tax Collector pursuant to the Uniform Method. See "ASSESSMENT METHODOLOGY" herein and "APPENDIX A – ASSESSMENT REPORT" attached hereto. The following is a description of certain statutory provisions relating the various collection methods available to the District. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes.

### **Direct Billing & Foreclosure Procedures**

Pursuant to Chapter 170, Florida Statutes, and the Act, the District may directly levy, collect and enforce the Series 2021 Assessments. In this context, Section 170.10, Florida Statutes, provides that upon the failure of any property owner to timely pay all or any part of the annual installment of principal and/or interest of a special assessment due, including the Series 2021 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 2021 Assessments and the ability to foreclose the lien of such Series 2021 Assessments upon the failure to pay such Series 2021 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 2021 Assessments. See "BONDOWNERS' RISKS" herein.

### **Uniform Method Procedure**

Subject to certain conditions, the District may alternatively elect to collect the Series 2021 Assessments using the Uniform Method. The Uniform Method 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 2021 Assessments to be levied and collected in this manner.

If the Uniform Method is used, the Series 2021 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 2021 Assessments, are to be billed together 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 2021 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 2021 Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item would cause the Series 2021 Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of Debt Service on the Series 2021 Bonds.

Under the Uniform Method, if the Series 2021 Assessments are paid during November when due or during the following three (3) months, the taxpayer is granted a variable discount equal to four percent (4%) in November and decreasing one percentage point per month to one percent (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 2021 Bonds that (a) the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Series 2021 Assessments, (b) future landowners and taxpayers in the District will pay such Series 2021 Assessments, (c) 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 (d) 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 2021 Assessments and all other liens that are coequal therewith.

Collection of delinquent Series 2021 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 2021 Assessments due. Prior to the sale of tax certificates, the landowner may bring current the delinquent Taxes and Assessments and cancel the tax certificate process by paying the total amount of delinquent Taxes and Assessments plus all applicable interest, costs and charges. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates by public bid to the person who pays the delinquent Taxes and Assessments owing, and any applicable

interest, costs and charges, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than eighteen percent (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 eighteen percent (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 eighteen percent (18%) per annum, costs and charges. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Series 2021 Assessments), interest, costs and charges on the real property described in the certificate.

Any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued (unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees), at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and charges due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of five percent (5%), unless the rate borne by the certificates is zero percent (0%). The proceeds of such 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 affected 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 (7) 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 (2) 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 (7) 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 (2) years after April 1 of the year of issuance of the certificate or as soon thereafter as is reasonable. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale conducted by the Clerk of the Circuit Court, the private holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, including costs incurred for the service of notice required by statute, redemption of other tax certificates on the land, and all other costs to the applicant for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid

is also deemed to include, in addition to the amount of money required for the minimum bid on non-homestead property, an amount equal to one-half of the latest assessed value of the homestead. If there are no higher bids, the holder receives title to the land, and the amounts paid for the certificate and in applying for a tax deed are credited toward the purchase price. The holder is also responsible for payment of any amounts included in the bid not already paid, including but not limited to, documentary stamp tax, recording fees, and, if property is homestead property, the moneys to cover the one-half value of the homestead. If there are other bids, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate, together with all subsequent unpaid taxes plus the costs and expenses of the application for deed, with interest on the total of such sums, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts for deeds, and other lienholders and any other person to whom the land was last assessed on the tax roll for the year in which the land was assessed, all as their interest may appear. If the property is purchased for an amount in excess of the statutory bid of the certificate holder, but such excess is not sufficient to pay all governmental liens of record, the excess shall be paid to each governmental unit pro rata.

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

If there are no bidders at the public sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the governing board of the County that the property is available. At any time within ninety (90) days from the date the property is placed on the list, the County may purchase the land for the opening bid or may waive its rights to purchase the property. Thereafter, and without further notice or advertising, any person, the County or any other governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three (3) 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 2021 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 2021 Assessments, which are the primary source of payment of the Series 2021 Bonds. Additionally, legal proceedings under federal bankruptcy law brought by or against a landowner who has not yet paid his or her

property taxes or assessments would likely result in a delay in the sale of tax certificates. See "BONDOWNERS' RISKS" herein.

## **THE DISTRICT**

### **General**

The District is a local unit of special purpose government duly organized and existing under the provisions of the Act and established by the Ordinance. The District encompasses approximately 477.4 acres and is the second of two community development districts that have been established to finance certain public infrastructure improvements necessary for community development within the development known as "South Fork."

### **Legal Powers and Authority**

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.

The Act provides that community development districts have the power to issue general obligation, revenue and special assessment revenue debt obligations in any combination to pay all or part of the cost of infrastructure improvements authorized under the Act. The Act further provides that community development districts have the power under certain conditions to levy and assess ad valorem taxes or non-ad valorem assessments, including the Series 2021 Assessments, on all taxable real property within their boundaries to pay the principal of and interest on debt obligations issued and to provide for any sinking or other funds established in connection with any such debt obligation issues. Pursuant to the Act, such assessments may be levied, collected and enforced in the same manner and time as county property taxes.

Among other provisions, the Act gives the District's Board of Supervisors the authority to (a) finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: (i) water management and control for lands within the District and to connect any of such facilities with roads and bridges; (ii) water supply, sewer and wastewater management reclamation and re-use systems or any combination thereof, and to construct and operate connecting intercepting 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 applicable specifications of the county in which such district roads are located; roads and improvements to existing roads that are owned by or conveyed to the local general-purpose government, the State, or the federal government; street lights; alleys; landscaping; hardscaping; undergrounding of electric utility lines; buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage; (iv) conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal

property; (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 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, including, but not limited to, guardhouses, fences and gates, and electronic intrusion-detection systems; (b) borrow money and issue bonds of the District; (c) levy, collect and enforce special assessments; (d) impose and foreclose special assessment liens as provided in the Act; and (e) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the District authorized by the Act.

The Act does not empower the District to adopt and enforce land use plans or zoning ordinances and the Act does not empower the District to grant building permits. These functions are collectively performed by the County and its departments of government.

The Act exempts all property of the District from levy and sale by virtue of an execution and from judgment liens, but does not limit the right of any Owner of bonds of the District to pursue any remedy for enforcement of any lien or pledge of the District in connection with such bonds, including the Series 2021 Bonds.

### **Board of Supervisors**

The Act provides for a five-member Board of Supervisors (the "Board") to serve as the governing body of the District. Members of the Board must be residents of the State and citizens of the United States. Pursuant to the Act, six (6) years after establishment and after 250 qualified electors reside within the District, the seats of Board members whose terms expire are filled by votes of the qualified electors of the District, except as described below. A qualified elector is a registered voter who is a resident of the District and the State and a citizen of the United States. At the election where Board members are first elected by qualified electors, two Board members must be qualified electors and be elected by qualified electors, both to four-year terms. A third Board member is elected through an election of the landowners of the District. Thereafter, as terms expire, all Board members must be qualified electors and are elected to serve four-year terms with staggered expiration dates in the manner set forth in the Act. The current members of the Board and their respective term expiration dates are set forth below.

| <u>Name</u>       | <u>Title</u>        | <u>Expiration of Term</u> |
|-------------------|---------------------|---------------------------|
| Karen Gagliardi   | Chair               | November 2022             |
| Laura Green       | Vice-Chair          | November 2024             |
| Frank Gagliardi   | Assistant Secretary | November 2022             |
| Stanislaus Pullen | Assistant Secretary | November 2024             |
| Mona Dixon        | Assistant Secretary | November 2022             |

The Act empowers the Board to adopt administrative rules and regulations with respect to any projects of the District, and to enforce penalties for the violation of such rules and regulations. The Act permits the Board to levy taxes under certain conditions, and to levy special assessments, and to charge, collect and enforce fees and user charges for use of District facilities.

## **District Manager and Other Consultants**

The Act authorizes the Board to hire a District Manager as the chief administrative official of the District. The Act provides that the District Manager shall have charge and supervision of the works of the District and shall be responsible for (i) preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, (ii) maintaining and operating the equipment owned by the District, and (iii) performing such other duties as may be prescribed by the Board.

Inframark, LLC, has been retained as the firm to provide district management services for the District (in such capacity, the "District Manager"). The District Manager's office is located at 2654 Cypress Ridge Boulevard, Suite 101, Wesley Chapel, Florida 33544 and their phone number is (813) 991-1116.

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

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, as Bond Counsel and Disclosure Counsel; Straley Robin Vericker, Tampa Florida, as District Counsel; and Inframark, LLC, Coral Springs, Florida, as Assessment Consultant.

## **Outstanding Indebtedness and Prior Bond Defaults**

The District previously issued its \$11,925,000 Capital Improvement Revenue Bonds, Series 2005 (the "Series 2005 Bonds") in order to finance the acquisition, construction and equipping of a portion of the District's capital improvement program (the "CIP"). The Series 2005 Bonds were secured by Assessments levied and imposed on Parcels G, H, I, J and K within the District (the "Series 2005 Assessments"), which consist of 757 residential units. Subsequently, the District issued its \$3,655,000 Capital Improvement Revenue Bonds, Series 2007A (the "Series 2007A Bonds") in order to finance the acquisition, construction and equipping of an additional portion of the CIP (as previously defined, the "Series 2007A Project"). The Series 2007A Bonds were secured by Assessments levied and imposed on Parcels D and L, which were anticipated at the time of issuance of the Series 2007A Bonds to include 296 residential units (the "Series 2007A Assessments"). The District then issued its \$8,190,000 Capital Improvement Revenue Bonds, Series 2007B (the "Series 2007B Bonds" and, together with the Series 2007A Bonds, the "Series 2007 Bonds") in order to finance the acquisition, construction and equipping of an additional portion of the CIP (the "Series 2007B Project"). The Series 2007B Bonds were secured by Assessments levied and imposed on 395 residential units within Parcels G, H, I, J and K owned at the time by the Original Developer (hereinafter defined) that were also encumbered by the Series 2005 Assessments (the "Series 2007B Assessments"). It was anticipated at the time of issuance of the Series 2007B Bonds that the Series 2007B Assessments would be prepaid prior to closing with a retail buyer.



At the time the Series 2007 Bonds were issued, the undeveloped residential property and certain platted lots within the District were owned by the original developer, The Ryan Group, LLC (the "Original Developer"), and were subject to the Series 2007A Assessments and the Series 2007B Assessments (collectively referred to herein as the "Series 2007 Assessments"). Following non-payment of the Series 2007 Assessments by the Original Developer, on June 29, 2010, REDUS TRG, III, LLC ("REDUS") acquired the undeveloped residential property that was owned by the Original Developer at a mortgage foreclosure sale (the "Delinquent Property"). On August 12, 2010, the District filed a foreclosure action in the Circuit Court in Hillsborough County, Florida (Case No. 10-016370) (the "Foreclosure Suit") against REDUS, due to REDUS' failure to pay the delinquent debt assessments levied on the Delinquent Property. On June 23, 2011, a final judgment was issued in the Foreclosure Suit and the Delinquent Property was scheduled for a foreclosure sale on July 26, 2011. At the request of the Series 2007 Bondholders, the foreclosure sale was cancelled.

On February 6, 2012, South Fork East Properties, LLC (the "Substitute Landowner") acquired the Delinquent Property from REDUS pursuant to a special warranty deed recorded at Official Records Book 20942, Page 1622 in the public records of the County. As a result of direct negotiations with the Series 2007 Bondholders and their advisors, the Substitute Landowner presented a new development plan, which included a commitment to install the necessary infrastructure to complete the development of the residential community, and which provided a new projected residential lot count for the undeveloped portions of the Delinquent Property. The parties agreed to a reallocation of the Series 2007A Assessments securing the Series 2007A Bonds in response to both the change in lot count and lot type, as well as a recalculation of annual assessments. The reallocation of the Series 2007A Bonds was accomplished through a bond exchange, whereby the Series 2007A Bonds were exchanged for the District's Capital Improvement Revenue Refunding Convertible Capital Appreciation Bonds, Series 2013A (the "Series 2013A Bonds"). Simultaneously, the Series 2007B Bonds were exchanged for the District's Capital Improvement Revenue Refunding Convertible Capital Appreciation Bonds, Series 2013B (the "Series 2013B Bonds" and, together with the Series 2013A Bonds, the "Series 2013 Bonds").

The Substitute Landowner, the Trustee and the District entered into that certain Restructuring Agreement, dated as of March 27, 2013 (the "Restructuring Agreement"). In furtherance of the Restructuring Agreement, and in compromise of the claims of the District against the Delinquent Property for the delinquent Assessments securing the Series 2007 Bonds, and in order to avoid foreclosure and extinguishment of the lien of Assessments thereon, the Substitute Landowner granted the Trustee a non-recourse mortgage on the Delinquent Property (the "Mortgage") and deposited in escrow a Bill of Sale and Contingent Collateral Assignment with a third-party escrow agent as security for the Substitute Landowner's payment of the Assessments securing the Series 2013 Bonds. Further, the Substitute Landowner agreed not to alienate or encumber the Delinquent Property, except as is permitted in the Restructuring Agreement and the Mortgage. Additionally, the Substitute Landowner agreed to pay all delinquent and future ad valorem taxes and O&M Assessments (hereinafter defined) which were or could become owing on the Delinquent Property. On April 17, 2013, an order was granted vacating the final judgment of foreclosure on the governmental assessment liens in the Foreclosure Suit. On November 1, 2013, the District redeemed the Series 2013B Bonds in full. The Series 2013A Bonds are secured by Assessments levied on 270 single-family residential units within

Parcels D and L (as previously defined, the "Series 2013A Assessments") and are currently outstanding in the amount of \$3,240,000. As previously discussed herein, the Series 2013A Bonds are anticipated to be refunded with the proceeds of the Series 2021 Bonds. See "PLAN OF REFUNDING" herein.

On April 16, 2014, the District issued its \$2,395,000 Capital Improvement Revenue Bonds, Series 2014 (the "Series 2014 Bonds") in order to finance the acquisition, construction and equipping of an additional portion of the CIP. The Series 2014 Bonds are secured by Assessments levied and imposed on Parcels M and N within the District and are currently outstanding in the amount of \$1,960,000.

On February 28, 2017, the District issued its \$9,495,000 Capital Improvement Revenue Refunding Bonds, Series 2017 (the "Series 2017 Bonds" and, together with the Series 2005 Bonds, the Series 2007 Bonds, the Series 2013 Bonds and the Series 2014 Bonds, the "Prior Bonds") in order to refund all of the then Outstanding Series 2005 Bonds. The Series 2017 Bonds are secured by Assessments levied and imposed on the 757 residential units in Parcels G, H, I, J and K within the District and are currently outstanding in the amount of \$7,970,000.

The Series 2014 Bonds and the Series 2017 Bonds are secured by Assessments levied and imposed on lands within the District separate and distinct from the lands securing the Series 2021 Bonds.

## **ASSESSMENT METHODOLOGY**

Inframark, LLC (in such capacity, the "Assessment Consultant"), has prepared the [Supplemental Assessment Allocation Report], dated May [6], 2021 (the "Assessment Report"), which is included herein as APPENDIX A. Once the final terms of the Series 2021 Bonds are determined, the Assessment Report will be revised to reflect such final terms. The Assessment Report sets forth an overall method (the "Methodology") for allocating the special benefit to the residential units in the District resulting from the refinancing of the Series 2007A Project. The Series 2013A Assessments have been, and the Series 2021 Assessments will be, allocated in accordance with the Methodology, based on product type, all as set forth in the Assessment Report. See "APPENDIX A – Assessment Report" attached hereto for a more detailed description of the Methodology and the Series 2021 Assessments. See also "THE SERIES 2021 ASSESSMENT AREA – Taxes, Fees and Assessments" herein.

## **THE SERIES 2021 ASSESSMENT AREA**

### **General**

The District encompasses approximately 477.4 acres and is the second of two community development districts that have been established to finance certain public infrastructure improvements necessary for the residential community known as "South Fork" (the "Development"). The Development is an approximately 745-acre master planned community located in an unincorporated area of the southeastern portion of the County. The Development is located on the east side of US Highway 301 and approximately one-half

mile south of Big Bend Road. Primary access to the Development is from US Highway 301, which is a major north/south highway that runs through west central Florida. The east-west collector road, Ambleside Boulevard, is the main access to the Development and is located approximately one-half mile south of the US Highway 301 and Big Bend Road intersection. The Development contains 2,131 single-family homes, all of which have been sold and closed with end users.

In 2007, the District issued its Series 2007 Bonds in order to finance the construction and installation of certain public infrastructure associated with the Development. The Series 2007 Bonds went into default due to the failure of the landowner to pay assessments. After the default, a new developer acquired the land and completed land development and sold lots to homebuilders. The Series 2007A Bonds were exchanged for the Series 2013A Bonds, which remain outstanding in the amount of \$3,240,000 and are secured by Assessments levied on 270 single-family residential units within the Development (as previously defined, the "Series 2013A Assessments"). The Series 2007B Bonds were exchanged for the Series 2013B Bonds, which are no longer outstanding. See "THE DISTRICT – Outstanding Indebtedness and Prior Bond Defaults" herein. All 270 homes encumbered by the Series 2013A Assessments are constructed and have been sold and closed with end users. No individual landowner subject to the Series 2013A Assessments owns more than one home, which represents 0.45% of the annual levy.

Upon issuance of the Series 2021 Bonds, the Series 2013A Assessments will be known as the "Series 2021 Assessments." The Series 2021 Bonds are payable from and secured by the Series 2021 Pledged Revenues, which consist of the Series 2021 Assessments which are levied on 270 single-family residential units within the Development (such 270 residential units hereinafter referred to as the "Series 2021 Assessment Area"). See "APPENDIX A – ASSESSMENT REPORT" attached hereto and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2021 BONDS" herein.

### **Market Value and Bond Debt Allocation by Product Type**

The total property value for all land in the Series 2021 Assessment Area is approximately \$69,569,280 according to the Property Appraiser as provided by the District. This equates to a total aggregate value to lien of approximately 21.47:1 for the Series 2021 Bonds. A summary of the debt allocation by product type is set forth below. See "APPENDIX A – ASSESSMENT REPORT" attached hereto for more information.

| <b>Type</b>       | <b># of Units</b> | <b>% of Assessments</b> | <b>Total Assessments</b> | <b>Total Par</b>   | <b>Property Value</b> | <b>VTL</b>   |
|-------------------|-------------------|-------------------------|--------------------------|--------------------|-----------------------|--------------|
| Single-Family 50' | 99                | 32.21%                  | \$ 82,008                | \$ 1,043,462       | \$20,574,210          | 19.72        |
| Single-Family 60' | 155               | 60.51                   | 154,076                  | 1,960,442          | 44,973,142            | 22.94        |
| Single-Family 70' | 16                | 7.29                    | 18,555                   | 236,096            | 4,021,928             | 17.04        |
| <b>Total</b>      | <b>270</b>        | <b>100.00%</b>          | <b>\$254,639</b>         | <b>\$3,240,000</b> | <b>\$69,569,280</b>   | <b>21.47</b> |

### **Taxes, Fees and Assessments**

The Series 2021 Assessments are levied on the residential units on a per lot basis and each lot will receive the following per unit allocation as set forth in the Assessment Methodology. See "APPENDIX A – ASSESSMENT REPORT" attached hereto. The

refunding of the Series 2013A Bonds results in approximately twenty percent (20%) debt service savings. The Series 2021 Assessments are set forth below:

| <b>Type</b>       | <b># of Units</b> | <b>Assessment Per Unit*†</b> | <b>Par Per Unit†</b> |
|-------------------|-------------------|------------------------------|----------------------|
| Single-Family 50' | 99                | \$ 828.36                    | \$10,540.02          |
| Single-Family 60' | 155               | 994.04                       | 12,648.01            |
| Single-Family 70' | 16                | 1,159.71                     | 14,756.00            |
| <b>Total</b>      | <b>270</b>        |                              |                      |

\* This amount will be grossed up to include early payment discounts and County collection fees, currently 6%.

† Preliminary, subject to change.

In addition to the Series 2021 Assessments, all homeowners within the Series 2021 Assessment Area will be subject to annual operation and maintenance assessments ("O&M Assessments") levied by the District which are derived from the District's annual budget and are subject to change each year. The annual O&M Assessments for Fiscal Year 2020/2021 are approximately \$650 for a single-family 50' unit, \$780 for a single-family 60' unit and \$910 for a single-family 70' unit.

Residents of the Development also pay homeowner's association ("HOA") fees in the amount of approximately \$[ ] per year. In addition, the land within the District is subject to taxes and assessments imposed by taxing authorities other than the District and the HOA. The total millage rate in the District is currently approximately 17.2382. These taxes would be payable in addition to the Series 2021 Assessments and O&M Assessments, 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 Hillsborough County, Florida 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.

### **Assessment Collection History**

Since the issuance of the Series 2013A Bonds, the Series 2013A Assessments have been collected in full and there has not been a draw on the debt service reserve fund. The Series 2013A Assessments are, and the Series 2021 Assessments will be, collected on the tax roll pursuant to the Uniform Method.

### **BONDOWNERS' RISKS**

There are certain risks inherent in an investment in bonds secured by special assessments issued by a public authority or governmental body in the State. Certain of these risks are described in the section above entitled "ENFORCEMENT OF ASSESSMENT COLLECTIONS." However, certain additional risks are associated with the Series 2021 Bonds offered hereby. This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2021 Bonds and prospective purchasers are advised to read this Limited Offering Memorandum including all appendices hereto in its entirety to identify investment considerations relating to the Series 2021 Bonds.

## **Limited Pledge**

The principal security for the payment of Debt Service on the Series 2021 Bonds is the timely collection of the Series 2021 Assessments. The Series 2021 Assessments do not constitute a personal indebtedness of the owners of the land subject thereto but are secured by a lien on such land. There is no assurance that the landowners will be able to pay the Series 2021 Assessments or that they will pay such Series 2021 Assessments even though financially able to do so. Landowners are not guarantors of payment of any Series 2021 Assessment and the recourse for the failure of any landowner to pay the Series 2021 Assessments is limited to the collection proceedings against the land. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein. The District has not granted, and may not grant under State law, a mortgage or security interest in the Series 2007A Project. Furthermore, the District has not pledged the revenues, if any, from the operation of the Series 2007A Project as security for, or a source of payment of, the Series 2021 Bonds. The Series 2021 Bonds are payable solely from, and secured solely by, the Series 2021 Assessments. The failure of a landowner to pay the required Series 2021 Assessment on its property will not result in an increase in the amount of Series 2021 Assessments other landowners are or would be required to pay.

## **Bankruptcy Risks**

In the event of the institution of bankruptcy or similar proceedings with respect to an owner of property subject to the Series 2021 Assessments, delays and impairment could occur in the payment of Debt Service on the Series 2021 Bonds as such bankruptcy could negatively impact the ability of (a) the landowner being able to pay the Series 2021 Assessments, (b) the County to sell tax certificates in relation to such property with respect to the Series 2021 Assessments being collected pursuant to the Uniform Method, and (c) the District's ability to enforce collection with respect to the Series 2021 Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the Series 2021 Bonds, the Trustee and the District 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 during a bankruptcy of any landowner, the remedies specified by federal, State and local law and in the Indenture and the Series 2021 Bonds, including, without limitation, enforcement of the obligation to pay Series 2021 Assessments and the ability of the District to foreclose the lien of the Series 2021 Assessments, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2021 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 respecting the Series 2021 Bonds could have a material adverse impact on the interest of the Owners thereof.

## **Delay and Discretion Regarding Remedies**

Beyond legal delays that could result from bankruptcy, the ability of the County to sell tax certificates in regard to delinquent Series 2021 Assessments collected pursuant to the Uniform Method will be dependent upon various factors, including the interest rate

which can be earned by ownership of such certificates and the value of the land which is the subject of such certificates and which may be subject to sale at the demand of the certificate holder after two (2) years. Similarly, the ability of the District to enforce collection of delinquent Series 2021 Assessments collected directly by the District will be dependent upon various factors, including the delay inherent in any judicial proceeding to enforce the lien of the Series 2021 Assessments and the value of the land which is the subject of such proceedings and which may be subject to sale. If the District should commence a foreclosure action against a landowner for nonpayment of Series 2021 Assessments which are not being collected pursuant to the Uniform Method and that are delinquent, such landowners may raise affirmative defenses to such foreclosure action, which although such affirmative defenses would likely be proven to be without merit, could result in delays in completing the foreclosure action.

### **Limitation on Funds Available to Exercise Remedies**

In the event of a default by a landowner in payment of Series 2021 Assessments that are not collected pursuant to the Uniform Method, the District is required under the Indenture to fund the costs of foreclosure of such delinquent Series 2021 Assessments. It is possible that the District will not have sufficient funds and will be compelled to request the Owners of the Series 2021 Bonds to allow funds on deposit under the Indenture to be used to pay such costs. Under the Internal Revenue Code of 1986, as amended (the "Code"), there are limitations on the amount of Series 2021 Bond proceeds that can be used for such purpose. As a result, there may be insufficient funds for the exercise of remedies.

### **Determination of Land Value Upon Default**

The assessment of the benefits to be received by the benefited land within the Series 2021 Assessment Area as a result of implementation of the Series 2007A Project is not indicative of the realizable or market value of the land, which value may actually be higher or lower than the assessment of benefits. In other words, the value of the land could potentially be ultimately less than the debt secured by the Series 2021 Assessments associated with it. To the extent that the realizable or market value of the land benefited by the Series 2007A Project is lower than the assessment of benefits, the ability of the Tax Collector to sell tax certificates relating to such land, or the District to realize sufficient value from a foreclosure action, may be adversely affected. Such adverse effect could render the District unable to collect delinquent Series 2021 Assessments, if any, and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of Debt Service on the Series 2021 Bonds.

### **Landowner Challenge of Assessed Valuation**

Florida law provides a procedure whereby a taxpayer may contest a "tax assessment." It is unclear whether this procedure applies to non-ad valorem assessments such as the Series 2021 Assessments and there are judicial decisions that support both views. Under the procedure, a taxpayer may bring suit to contest a "tax assessment" if the taxpayer pays the amount of "tax" that the taxpayer admits to owing. Upon the making of such payment, all procedures for the collection of the unpaid taxes are suspended until the suit is resolved. If it is determined that the procedure applies to non-ad valorem assessments such as the Series 2021 Assessments, it is possible that such a challenge could

result in collection procedures for delinquent Series 2021 Assessments being held in abeyance until the challenge is resolved. This would result in a delay in the collection of the Series 2021 Assessments which could have a material adverse effect upon the ability of the District to make full or punctual payment of Debt Service on the Series 2021 Bonds. If the Series 2021 Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold while the challenge is pending with respect to the Series 2021 Assessments even if the landowner is not contesting the amount of such assessments.

### **Failure to Comply with Assessment Proceedings**

The District is required to comply with statutory procedures in levying the Series 2021 Assessments. Failure of the District to follow these procedures could result in the Series 2021 Assessments not being levied or potential future challenges to such levy.

### **Other Taxes and Assessments**

The willingness and/or ability of a landowner within the Series 2021 Assessment Area to pay the Series 2021 Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the District, such as the County, the Hillsborough County School District and other special districts could, without the consent of the owners of the land within the Series 2021 Assessment Area, impose additional taxes or assessments on the property within the Series 2021 Assessment Area. County, municipal, school and special district taxes and assessments, including the Series 2021 Assessments, and any additional voter-approved ad valorem taxes, are payable at the same time when collected pursuant to the Uniform Method. If a taxpayer does not make complete payment, such taxpayer cannot designate specific line items on the tax bill as deemed paid in full. In such case, the Tax Collector does not accept partial payment. Therefore, any failure by a landowner to pay any one line item, whether or not it is the Series 2021 Assessments, would result in such landowner's Series 2021 Assessments to not be collected, which could have a significant adverse impact on the District's ability to make full or punctual payment of Debt Service on the Series 2021 Bonds.

As referenced herein, the Series 2021 Assessments are levied on lands within the Series 2021 Assessment Area that are also subject to O&M Assessments and HOA fees. See "THE SERIES 2021 ASSESSMENT AREA – Taxes, Fees and Assessments" herein.

### **Limited Secondary Market**

The Series 2021 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2021 Bonds in the event an Owner thereof determines to solicit purchasers of the Series 2021 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2021 Bonds may be sold. Such price may be lower than that paid by the current Owner of the Series 2021 Bonds, depending on existing market conditions and other factors.

## **Inadequacy of Series 2021 Reserve Account**

Some of the risk factors described herein, if materialized, could result in a delay in the collection of the Series 2021 Assessments or a failure to collect the Series 2021 Assessments, but may not affect the timely payment of Debt Service on the Series 2021 Bonds because of the Series 2021 Reserve Account established by the District for the Series 2021 Bonds. However, the ability of the District to fund deficiencies caused by delinquent or delayed Series 2021 Assessments is dependent upon the amount, duration and frequency of such deficiencies or delays. If the District has difficulty in collecting the Series 2021 Assessments, the Series 2021 Reserve Account could be rapidly depleted and the ability of the District to pay Debt Service on the Series 2021 Bonds could be materially adversely affected. Owners should note that although the Indenture contains the Series 2021 Reserve Account Requirement for the Series 2021 Reserve Account, and a corresponding obligation on the part of the District to replenish the Series 2021 Reserve Account to the Series 2021 Reserve Account Requirement, the District does not have a designated revenue source for replenishing the Series 2021 Reserve Account. Moreover, the District may not be permitted to re-assess real property then burdened by the Series 2021 Assessments in order to provide for the replenishment of the Series 2021 Reserve Account.

Moneys on deposit in the Series 2021 Reserve Account may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys available in the Series 2021 Reserve Account to make up deficiencies or delays in collection of Series 2021 Assessments.

## **Infectious Viruses and/or Diseases**

A novel coronavirus outbreak first identified in 2019 is causing coronavirus disease 2019 ("COVID-19"), which was characterized by the World Health Organization on March 11, 2020, as a pandemic. Responses to COVID-19 have varied at the local, state and national levels. On March 13, 2020, President Trump declared a national emergency in response to COVID-19. Both prior and subsequent to the President's declaration, a variety of federal agencies, along with state and local governments, have implemented efforts designed to limit the spread of COVID-19. Since the pandemic declaration, COVID-19 has negatively affected travel, commerce, and financial markets globally, and is widely expected to continue to negatively affect economic growth and financial markets worldwide, including within the State. How long this negative impact will last cannot be determined at this time. However, these negative impacts could reduce property values, slow or cease development and sales within the Development and/or otherwise have a negative financial impact on landowners. While the foregoing describes certain risks related to the current outbreak of COVID-19, the same risks may be associated with any contagious epidemic, pandemic or disease.

## **Damage to District from Natural Disasters**

The value of the lands subject to the Series 2021 Assessments could be adversely affected by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. The occurrence of any such events could materially adversely affect the District's ability to collect Series 2021 Assessments and pay Debt Service on the Series



2021 Bonds. The Series 2021 Bonds are not insured and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

### **Interest Rate Risk; No Rate Adjustment for Taxability**

The interest rates borne by the Series 2021 Bonds are, in general, higher than interest rates borne by other bonds of political subdivisions that do not involve the same degree of risk as investment in the Series 2021 Bonds. These higher interest rates are intended to compensate investors in the Series 2021 Bonds for the risk inherent in the purchase of the Series 2021 Bonds. However, such higher interest rates, in and of themselves, increase the amount of Series 2021 Assessments that the District must levy in order to provide for payment of Debt Service on the Series 2021 Bonds and, in turn, may increase the burden of landowners within the Series 2021 Assessment Area, thereby possibly increasing the likelihood of non-payment or delinquency in payment of such Series 2021 Assessments.

The Indenture does not contain an adjustment of the interest rates on the Series 2021 Bonds in the event of a determination of taxability of the interest thereon. Such a change could occur as a result of the District's failure to comply with tax covenants contained in the Indenture or the Arbitrage Certificate executed by the District upon issuance of the Series 2021 Bonds or due to a change in the United States income tax laws. Should interest on the Series 2021 Bonds become includable in gross income for federal income tax purposes, Owners of the Series 2021 Bonds will be required to pay income taxes on the interest received on such Series 2021 Bonds and related penalties. Because the interest rates on such Series 2021 Bonds will not be adequate to compensate Owners of the Series 2021 Bonds for the income taxes due on such interest, the value of the Series 2021 Bonds may decline. Prospective purchasers of the Series 2021 Bonds should evaluate whether they can own the Series 2021 Bonds in the event that the interest on the Series 2021 Bonds becomes taxable and/or the District is ever determined to not be a political subdivision for purposes of the Code and/or Securities Act.

### **IRS 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. Although it is impossible to predict whether the IRS will select the Series 2021 Bonds for audit, 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 2021 Bonds are advised that, if the IRS does audit the Series 2021 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 2021 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 2021 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 2021 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 2021 Bonds would adversely affect the availability of any secondary market for the Series 2021 Bonds. Should interest on the Series 2021 Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2021 Bonds be required to pay income taxes on the interest received on such Series 2021 Bonds and related penalties, but because the interest rates on such Series 2021 Bonds will not be adequate to compensate Owners of the Series 2021 Bonds for the income taxes due on such interest, the value of the Series 2021 Bonds may decline. See also "TAX MATTERS" herein.

### **Legislative Proposals and State Tax Reform**

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2021 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2021 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2021 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2021 Bonds. For example, in connection with federal deficit reduction, job creation and tax law reform efforts, proposals have been made and others are likely to be made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Series 2021 Bonds. There can be no assurance that any such legislation or proposal will be enacted, and if enacted, what form it may take. The introduction or enactment of any such legislative proposals may affect, perhaps significantly, the market price for or marketability of the Series 2021 Bonds.

It is impossible to predict what new proposals may be presented regarding ad valorem tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor of the State, and, if adopted, the form thereof. 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 2021 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."

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

Since the Series 2021 Bonds have not been, and will not be, registered under the Securities Act or any state securities laws, pursuant to the exemption for political subdivisions, and regardless of any potential IRS determination that the District is not a political subdivision for purposes of the Code, it is possible that federal or state regulatory authorities could independently determine that the District is not a political subdivision for purposes of federal and state securities laws. Accordingly, the District and purchasers of

the Series 2021 Bonds may not be able to rely on the exemption from registration relating to securities issued by political subdivisions. In that event, the Owners of the Series 2021 Bonds would need to ensure that subsequent transfers of the Series 2021 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act.

### **Performance of District Professionals**

The District has represented to the Underwriter that it has selected its District Manager, District Counsel, Assessment Consultant, Trustee and other professionals with the appropriate due diligence and care. While the foregoing professionals have each represented that they have the respective requisite experience to accurately and timely perform the duties assigned to them in such roles, the District does not guarantee the performance of such professionals.

### **No Credit Enhancement**

No application for credit enhancement or a rating on the Series 2021 Bonds has been made, nor is there any reason to believe that the District would have been successful in obtaining either for the Series 2021 Bonds had application been made.

### **Mortgage Default and FDIC**

In the event a bank forecloses on property in the District because of a default on a mortgage with respect thereto and then the bank itself fails, the Federal Deposit Insurance Corporation (the "FDIC"), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Series 2021 Assessments. In addition, the District would be required to obtain the consent of the FDIC prior to commencing a foreclosure action on such property for failure to pay Series 2021 Assessments.

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## ESTIMATED SOURCES AND USES OF BOND PROCEEDS

### **Source of Funds**

Par Amount of Series 2021 Bonds  
Plus Other Legally Available Funds<sup>(1)</sup>  
Less/Plus Original Issue Discount/Premium  
**Total Sources**

### **Uses of Funds**

Deposit to Escrow Fund  
Deposit to Series 2021 Reserve Account  
Deposit to Series 2021 Interest Account  
Deposit to Series 2021 Costs of Issuance Account<sup>(2)</sup>  
Underwriter's Discount  
**Total Uses**

- 
- <sup>(1)</sup> Represents moneys remaining in the funds and accounts created under the 2013A Indenture for the benefit of the Refunded Bonds.
- <sup>(2)</sup> Costs of issuance include, without limitation, legal fees and other costs associated with the issuance of the Series 2021 Bonds.

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## DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled debt service on the Series 2021 Bonds:

| <u>Period Ending</u><br><u>November 1st</u> | <u>Principal</u> | <u>Interest</u> | <u>Total Debt Service</u> |
|---------------------------------------------|------------------|-----------------|---------------------------|
|---------------------------------------------|------------------|-----------------|---------------------------|

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## **TAX MATTERS**

### **Opinion of Bond Counsel**

In the opinion of Bond Counsel, the form of which is included as APPENDIX C hereto, the interest on the Series 2021 Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax under existing statutes, regulations, rulings and court decisions. Failure by the District to comply subsequently to the issuance of the Series 2021 Bonds with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to requirements regarding the use, expenditure and investment of Series 2021 Bond proceeds and the timely payment of certain investment earnings to the Treasury of the United States, may cause interest on the Series 2021 Bonds to become includable in gross income for federal income tax purposes retroactive to their date of issuance. The District has covenanted to comply with all provisions of the Code necessary to, among other things, maintain the exclusion from gross income of interest on the Series 2021 Bonds for purposes of federal income taxation. In rendering its opinion, Bond Counsel has assumed continuing compliance with such covenants.

### **Internal Revenue Code of 1986**

The Code contains a number of provisions that apply to the Series 2021 Bonds, including, among other things, restrictions relating to the use or investment of the proceeds of the Series 2021 Bonds and the payment of certain arbitrage earnings in excess of the "yield" on the Series 2021 Bonds to the Treasury of the United States. Noncompliance with such provisions may result in interest on the Series 2021 Bonds being included in gross income for federal income tax purposes retroactive to their date of issuance.

### **Collateral Tax Consequences**

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of, the Series 2021 Bonds. Prospective purchasers of the Series 2021 Bonds should be aware that the ownership of the Series 2021 Bonds may result in other collateral federal tax consequences. For example, ownership of the Series 2021 Bonds may result in collateral tax consequences to various types of corporations relating to (1) denial of interest deduction to purchase or carry such Series 2021 Bonds, (2) the branch profits tax, and (3) the inclusion of interest on the Series 2021 Bonds in passive income for certain Subchapter S corporations. In addition, the interest on the Series 2021 Bonds may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

**PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2021 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE SERIES 2021 BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.**

## **Florida Taxes**

In the opinion of Bond Counsel, the Series 2021 Bonds and interest thereon are exempt from taxation under the laws of the State of Florida, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined in said Chapter 220.

## **Other Tax Matters**

Interest on the Series 2021 Bonds may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Series 2021 Bonds should consult their tax advisors as to the income tax status of interest on the Series 2021 Bonds in their particular state or local jurisdictions.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2021 Bonds. In some cases these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2021 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2021 Bonds and their market value. No assurance can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Series 2021 Bonds.

On February 23, 2016, the Internal Revenue Service issued a notice of proposed rulemaking (the "Proposed Regulations") and notice of public hearing containing proposed regulations that provided guidance regarding the definition of political subdivision for purposes of the rules for tax-exempt bonds, including determinations of entities that are valid issuers of tax-exempt bonds. On October 4, 2017, the Treasury Department ("Treasury") announced that it would withdraw the proposed regulations, stating that, "while Treasury and the IRS continue to study the legal issues relating to political subdivisions, Treasury and the IRS currently believe that these proposed regulations should be withdrawn in their entirety, and plan to publish a withdrawal of the proposed regulations shortly in the Federal Register. Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant legal issues." The Proposed Regulations were officially withdrawn on October 20, 2017.

## **Original Issue Discount**

Certain of the Series 2021 Bonds (the "Discount Bonds") may be offered and sold to the public at an original issue discount, which is the excess of the principal amount of the Discount Bonds over the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity was sold. Original issue discount represents interest which is excluded from gross income for federal income tax purposes to the same extent as interest on the Series 2021 Bonds. Original issue discount will accrue over the term of a Discount Bond at a constant interest rate compounded semi-annually. A purchaser who acquires a Discount Bond at the initial

offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period such purchaser holds such Discount Bond and will increase its adjusted basis in such Discount Bond by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bond. The federal income tax consequences of the purchase, ownership and prepayment, sale or other disposition of Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Owners of Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, prepayment or other disposition of such Discount Bonds and with respect to the state and local tax consequences of owning and disposing of such Discount Bonds.

### **Bond Premium**

Certain of the Series 2021 Bonds (the "Premium Bonds") may be offered and sold to the public at a price in excess of the principal amount of such Premium Bond, which excess constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of the Premium Bonds which term ends on the earlier of the maturity or call date for each Premium Bond which minimizes the yield on said Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. The federal income tax consequences of the purchase, ownership and sale or other disposition of Premium Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

### **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. Except as otherwise disclosed herein, the District is not and has not ever been in default as to principal and interest on its bonds or other debt obligations. See "THE DISTRICT – Outstanding Indebtedness and Prior Bond Defaults" herein.



## **VALIDATION**

The Series 2021 Bonds refund a portion of the Bonds that were validated by a Final Judgment of the Circuit Court of the Thirteenth Judicial Circuit of Florida, in and for Hillsborough County, Florida, entered on February 18, 2005. The period during which an appeal can be taken has expired with no appeal being taken.

## **LITIGATION**

There is no pending or, to the knowledge of the District, any threatened litigation against the District of any nature whatsoever which in any way questions or affects the validity of the Series 2021 Bonds, or any proceedings or transactions relating to their issuance, sale, execution, or delivery, or the execution of the Indenture. Neither the creation, organization nor existence of the District, nor the title of the present members of the Board has been challenged.

From time to time, the District expects to experience routine litigation and claims incidental to the conduct of its affairs. In the opinion of District Counsel, there are no actions presently pending or threatened, the adverse outcome of which would have a material adverse effect on the availability of the Series 2021 Trust Estate, or the ability of the District to pay the Series 2021 Bonds from the Series 2021 Trust Estate.

## **CONTINUING DISCLOSURE**

In order to comply with the continuing disclosure requirements of Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "Rule"), the District and Inframark, LLC, as dissemination agent (the "Dissemination Agent") will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement"), the form of which is attached hereto as APPENDIX D. Pursuant to the Disclosure Agreement, the District has covenanted for the benefit of the Owners of the Series 2021 Bonds to provide to the Dissemination Agent certain financial information and operating data relating to the District and the Series 2021 Bonds (the "Report"), and to provide notices of the occurrence of certain enumerated material events. Such covenant by the District shall only apply so long as the Series 2021 Bonds remain Outstanding under the Indenture.

The Report will be filed by the Dissemination Agent with the Municipal Security Rulemaking Board's Electronic Municipal Markets Access ("EMMA") repository described in the form of the Disclosure Agreement attached hereto as APPENDIX D. The notices of material events will also be filed by the Dissemination Agent with EMMA. The specific nature of the information to be contained in the Report and the notices of material events are described in APPENDIX D. The Disclosure Agreement will be executed at the time of issuance of the Series 2021 Bonds. With respect to the Series 2021 Bonds, no party other than the District is obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the Rule. The foregoing covenants have been made in order to assist the Underwriter in complying with the Rule.

The District has previously entered into continuing disclosure undertakings with respect to the Prior Bonds. Over the past five (5) years, the District failed to make timely

filings of certain reports as required by such continuing disclosure undertakings and some of such untimely filings were not separately reported as listed events.

## **UNDERWRITING**

The Underwriter will agree, pursuant to a contract to be entered into with the District, subject to certain conditions, to purchase the Series 2021 Bonds from the District at a purchase price of \$\_\_\_\_\_ (representing the par amount of the Series 2021 Bonds of \$\_\_\_\_\_, less an Underwriter's discount of \$\_\_\_\_\_ and plus/less an original issue premium/discount of \$\_\_\_\_\_). See "ESTIMATED SOURCES AND USES OF BOND PROCEEDS" herein. The Underwriter's obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all of the Series 2021 Bonds if any are purchased.

The Underwriter intends to offer the Series 2021 Bonds at the offering prices set forth on the inside cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Underwriter may offer and sell the Series 2021 Bonds to certain dealers (including dealers depositing the Series 2021 Bonds into investment trusts) at prices lower than the initial offering prices and such initial offering prices may be changed from time to time by the Underwriter.

## **LEGAL MATTERS**

The Series 2021 Bonds are offered for delivery when, as and if issued by the District and accepted by the Underwriter, subject to prior sale, withdrawal or modification of the offer and the receipt of the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, as to the validity of the Series 2021 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Straley Robin Vericker, Tampa, Florida, and for the Trustee by its counsel, Holland & Knight LLP, Miami, Florida.

## **AGREEMENT BY THE STATE**

Under the Act, the State pledges to the holders of any bonds issued thereunder, including the Series 2021 Bonds, that it will not limit or alter the rights of the issuer of such bonds to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

## **FINANCIAL STATEMENTS**

The general-purpose financial statements of the District for the Fiscal Years ended September 30, 20[18] and September 30, 20[19], included in this Limited Offering Memorandum have been audited by Grau & Associates, independent certified public accountants, as stated in their report appearing in APPENDIX E. Two years of audited financial statements have been included as required by Florida Administrative Rule 69W-

400.003(h) due to the District's previous default on the payment of principal and interest on the Series 2007 Bonds. See "THE DISTRICT – Outstanding Indebtedness and Prior Bond Defaults" herein for more information regarding such default. The consent of the District's auditor to include in this Limited Offering Memorandum the aforementioned report was not requested, and the general-purpose financial statements of the District are provided as publicly available documents. The auditor was not requested, nor did they perform any procedures with respect to the preparation of this Limited Offering Memorandum or the information presented herein. The District has covenanted in the form of Disclosure Agreement set forth in APPENDIX D attached hereto to provide its annual audited financial statements to certain information repositories as described in APPENDIX D, commencing with the audit for the District fiscal year ended September 30, 2021. The Series 2021 Bonds are not general obligation bonds of the District and are payable solely from the Series 2021 Trust Estate. See "CONTINUING DISCLOSURE" herein.

### **EXPERTS AND CONSULTANTS**

The references herein to Inframark, LLC, as Assessment Consultant have been approved by said firm. The Assessment Report prepared by such firm has been included as APPENDIX A attached hereto in reliance upon such firm as an expert in developing assessment methodologies. References to and excerpts herein from such Assessment Report do not purport to be adequate summaries of such Assessment Report or complete in all respects. Such Assessment Report is an integral part of this Limited Offering Memorandum and should be read in its entirety for complete information with respect to the subjects discussed therein.

### **DISCLOSURE OF MULTIPLE ROLES**

Prospective Bondholders should note that (a) Inframark, LLC serves as District Manager, Assessment Consultant and Dissemination Agent, responsible for the administrative operations of the District, preparation of the Assessment Report attached hereto as APPENDIX A and performance of certain duties under the Disclosure Agreement attached hereto as APPENDIX D, and (b) Nabors, Giblin & Nickerson, P.A., Tampa, Florida serves as Bond Counsel and Disclosure Counsel.

### **CONTINGENT AND OTHER FEES**

The District has retained Bond Counsel, Disclosure Counsel, District Counsel, the Assessment Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (who has retained Trustee's Counsel), with respect to the authorization, sale, execution and delivery of the Series 2021 Bonds. Except for the payment of fees to District Counsel and the Assessment Consultant, the payment of the fees of the other professionals retained by the District is each contingent upon the issuance of the Series 2021 Bonds.

## **NO RATING OR CREDIT ENHANCEMENT**

No application for credit enhancement or a rating on the Series 2021 Bonds has been made, nor is there any reason to believe that the District would have been successful in obtaining either for the Series 2021 Bonds had application been made.

## **MISCELLANEOUS**

Any statements made in this Limited Offering Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Limited Offering Memorandum nor any statement that may have been made verbally or in writing is to be construed as a contract with the holders of the Series 2021 Bonds.

The information contained in this Limited Offering Memorandum has been compiled from official and other sources deemed to be reliable, and is believed to be correct as of the date of this Limited Offering Memorandum, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriter. The Underwriter listed on the cover page hereof has reviewed the information in this Limited Offering Memorandum in accordance with and as part of its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information and expression of opinion herein are subject to change without notice and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder is to create, under any circumstances, any implication that there has been no change in the affairs of the District from the date hereof. However, certain parties to the transaction will, on the closing date of the Series 2021 Bonds, deliver certificates to the effect that nothing has come to their attention that would lead them to believe that applicable portions of this Limited Offering Memorandum contain an untrue statement of a material fact or omit to state a material fact that should be included herein for the purpose for which this Limited Offering Memorandum is intended to be used, or that is necessary to make the statements contained herein, in light of the circumstances under which they were made, not misleading and to the effect that from the date of this Limited Offering Memorandum to the date of closing of the Series 2021 Bonds that there has been no material adverse change in the information provided.

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This Limited Offering Memorandum is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, as a whole or in part, for any other purpose. The appendices hereof are integral parts of this Limited Offering Memorandum and must be read in their entirety together with all foregoing statements.

**SOUTH FORK EAST COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: Karen Gagliardi  
Its: Chair

**APPENDIX A**  
**ASSESSMENT REPORT**

**APPENDIX B**

**COPY OF MASTER INDENTURE AND  
FORM OF SEVENTH SUPPLEMENTAL INDENTURE**

**APPENDIX C**

**FORM OF OPINION OF BOND COUNSEL**



**APPENDIX D**

**FORM OF CONTINUING DISCLOSURE AGREEMENT**

**APPENDIX E**

**AUDITED FINANCIAL STATEMENTS OF THE DISTRICT FOR THE YEARS  
ENDED SEPTEMBER 30, 20[18] AND SEPTEMBER 30, 20[19]**

## CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** (the "**Disclosure Agreement**") dated as of [Closing Date], is executed and delivered by **SOUTH FORK EAST COMMUNITY DEVELOPMENT DISTRICT** (the "**District**") and **INFRAMARK, LLC** (the "**Dissemination Agent**") in connection with the issuance by the District of its \$[Bond Amount] Capital Improvement Revenue Refunding Bonds, Series 2021 (the "**Bonds**"). The Bonds are being issued pursuant to a Master Trust Indenture, dated as of July 1, 2005 (the "**Master Indenture**"), between the District and U.S. Bank National Association, as successor in trust to SunTrust Bank, National Association, as trustee (the "**Trustee**") as amended and supplemented by a Seventh Supplemental Trust Indenture, dated as of May 1, 2021 (the "**Supplemental Indenture**" and, together with the Master Indenture, the "**Indenture**"), between the District and the Trustee. The District and the Dissemination Agent covenant and agree as follows:

**1. Purpose of the Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the District and the Dissemination Agent for the benefit of the Owners of the Bonds, from time to time, and to assist the Participating Underwriter (hereinafter defined) in complying with the applicable provisions of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission ("**SEC**") pursuant to the Securities Exchange Act of 1934, as amended from time to time (the "**Rule**").

The District and the Dissemination Agent have no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction or a governmental regulatory agency that the Rule requires the District or the Dissemination Agent (as the case may be) to provide additional information, the District and the Dissemination Agent, as applicable, 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 District, 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 District, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

**2. Definitions.** In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"**Annual Filing Date**" shall mean the date set forth in Section 4(a) hereof by which the Annual Report is to be filed with the Repository.

"**Annual Financial Information**" shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

**"Annual Report"** shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

**"Assessments"** shall mean the non-ad valorem special assessments pledged to the payment of the Bonds pursuant to the Indenture.

**"Audited Financial Statements"** shall mean the financial statements (if any) of the District 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)(B) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

**"Audited Financial Statements Filing Date"** shall mean the date under State law by which a unit of local government must produce its Audited Financial Statements, which as of the date hereof is nine (9) months after the end of the Fiscal Year of such unit of local government, including the District.

**"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 Bond for federal income tax purposes.

**"Business Day"** shall mean a day other than (a) a Saturday, Sunday or day on which banks located in the city in which the designated corporate trust office of the Trustee and Paying Agent 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.

**"Development"** shall have the meaning ascribed to such term in the Limited Offering Memorandum.

**"Disclosure Representative"** shall mean the District Manager or its designee, or such other person as the District shall designate in writing to the Trustee and the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent.

**"Dissemination Agent"** shall mean the District or an entity appointed by the District to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the District pursuant to Section 8 hereof. Inframark, LLC, has been designated as the initial Dissemination Agent hereunder.

**"District Manager"** shall mean the person or entity serving as District Manager from time to time. As of the date of this Disclosure Agreement, Inframark, LLC, is the District Manager.

**"EMMA"** shall mean the Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the MSRB for purposes of the Rule.

**"Event of Bankruptcy"** shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other

proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

**"Financial Obligation"** shall mean (a) a debt obligation, (b) a 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) a guarantee of either (a) or (b). The term Financial Obligation does 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 fiscal year of the District, which is the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

**"Limited Offering Memorandum"** shall mean the Limited Offering Memorandum dated [BPA Date], prepared in connection with the issuance of the Bonds.

**"Listed Event"** shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

**"MSRB"** shall mean the Municipal Securities Rulemaking Board.

**"MSRB Website"** shall mean [www.emma.msrb.org](http://www.emma.msrb.org).

**"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 twenty percent (20%) or more of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the District.

**"Owners"** shall have the meaning ascribed thereto in the Indenture with respect to the Bonds and shall include Beneficial Owners of the Bonds.

**"Participating Underwriter"** shall mean FMSbonds, Inc., in its capacity as the original underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

**"Repository"** shall mean each entity authorized and approved by the SEC from time to time to act as a repository for purposes of complying with the Rule. The Repositories currently approved by the SEC may be found by visiting the SEC's website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure submissions through the MSRB Website.

**"State"** shall mean the State of Florida.

**3. Content of Annual Reports.**

(a) The Annual Report shall contain or incorporate by reference Annual Financial Information with respect to the District, which includes an update of the financial and operating data of the District to the extent presented in the Limited Offering Memorandum, including:

(i) The amount of Assessments levied for the most recent Fiscal Year;

(ii) The amount of Assessments collected from property owners during the most recent Fiscal Year and the principal amount of Assessments assigned to platted units;

(iii) The amount of delinquencies greater than 150 calendar days and, in the event that delinquencies amount to more than ten percent (10%) of the amount of Assessments due in any year, a list of delinquent property owners;

(iv) The amount of tax certificates sold for lands within the District, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year;

(v) The balances in all Funds and Accounts for the Bonds. Upon request, the District shall provide any Owners and the Dissemination Agent with this information more frequently than annually and, in such cases, within thirty (30) calendar days of the date of any written request from the Owners or the Dissemination Agent;

(vi) The total amount of Bonds Outstanding;

(vii) The amount of principal and interest due on the Bonds in the current Fiscal Year;

(viii) The most recent Audited Financial Statements of the District, unless such Audited Financial Statements have not yet been prepared; and

(ix) Any amendment or waiver of the provisions hereof as described in Section 9 hereof.

(b) To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth. Any or all of the items listed above may be incorporated by specific reference to documents available to the public on the MSRB Website or filed with the SEC, including offering documents of debt issues of the District or related public entities, which have been submitted to the Repository. The District shall clearly identify any document incorporated by reference.

(c) The District and the Disclosure Representative represent and warrant that they will supply, in a timely fashion, any information available to the District or the Disclosure Representative and reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District acknowledges and agrees that the information to be collected and

disseminated by the Dissemination Agent will be provided by the District, 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, the Disclosure Representative or others as thereafter disseminated by the Dissemination Agent.

(d) 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.

#### **4. Provision of Annual Reports.**

(a) Subject to the following sentence, the District shall provide the Annual Report to the Dissemination Agent no later than March 30<sup>th</sup> after the close of the Fiscal Year (the "**Annual Filing Date**"), commencing with the Fiscal Year ended September 30, 2021, in an electronic format as prescribed by the Repository. 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 3(a) of this Disclosure Agreement; provided that the Audited Financial Statements may be submitted separately from the balance of the Annual Report and later than the date required above, but in no event later than the Audited Financial Statements Filing Date, if they are not available by the Annual Filing Date. The District shall file its Audited Financial Statements for the Fiscal Year ended September 30, 2020, on or before June 30, 2021. If the Audited Financial Statements are not available at the time of the filing of the Annual Report, unaudited financial statements are required to be delivered as part of the Annual Report in a format similar to the Audited Financial Statements. If the District's Fiscal Year changes, the District shall give notice of such change in the same manner as for a Listed Event under Section 5(a).

(b) If on the fifteenth (15<sup>th</sup>) calendar day prior to each Annual Filing Date and/or Audited Financial Statements Filing Date, 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 by e-mail) to remind the District of its undertaking to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 4(a) above. Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or Audited Financial Statements, as applicable, in accordance with Section 4(a) above, or (ii) instruct the Dissemination Agent in writing that the District will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the time required under this Disclosure Agreement, state the date by which the Annual Report or Audited Financial Statements, as applicable, for such year will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 5(a)(xv) has occurred and to immediately send a notice to any Repository in electronic format as required by such Repository in substantially the form attached as Exhibit A hereto.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name, address and filing requirements of any Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the District certifying that the Annual Report or Audited Financial Statements, as applicable, has been provided pursuant to this Disclosure Agreement and stating the date(s) it was provided and listing any Repository to which it was provided.

## **5. Reporting of Significant Events.**

(a) Pursuant to the provisions of this Section 5, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, with the exception of the event described in item (xv) below, which notice shall be given in a timely manner:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves 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 the holders of the Bonds, 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) ratings changes<sup>†</sup>;
- (xii) an Event of Bankruptcy or similar event of an Obligated Person;
- (xiii) the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the

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\* There is no credit enhancement for the Bonds as of the date hereof.

<sup>†</sup> The Bonds are not rated as of the date hereof.



Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) notice of any failure on the part of the District to meet the requirements of Sections 3 and 4 hereof;

(xvi) termination of the District's obligations under this Disclosure Agreement prior to the final maturity of the Bonds, pursuant to Section 7 hereof;

(xvii) incurrence of a Financial Obligation of the District 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 District or Obligated Person, any of which affect security holders, if material;

(xviii) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District or Obligated Person, any of which reflect financial difficulties;

(xix) occurrence of an Event of Default under the Indenture (other than as described in clause (i) above);

(xx) any amendment to the Indenture or this Disclosure Agreement modifying the rights of the Owners of the Bonds; and

(xxi) any amendment to the accounting principles to be followed by the District in preparing its financial statements, as required by Section 9 hereof.

(b) The notice required to be given in Section 5(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

**6. Identifying Information.** In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Agreement to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:

(a) the category of information being provided;

(b) the period covered by any Annual Financial Information, financial statement or other financial information or operating data;

(c) the issues or specific securities to which such documents are related (including CUSIP numbers, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);

(d) the name of any Obligated Person other than the District;

- (e) the name and date of the document being submitted; and
- (f) contact information for the submitter.

7. **Termination of Disclosure Agreement.** The District's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, so long as there is no remaining liability of the District for payment of the Bonds, or if the Rule is repealed or no longer in effect. If any such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5.

8. **Dissemination Agent.** The District will either serve as the Dissemination Agent or appoint one under this Disclosure Agreement. Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the District or the Dissemination Agent, the District 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 Owners of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. Notwithstanding any replacement or appointment of a successor, the District shall remain liable until payment in full for any and all sums owed and payable to the Dissemination Agent hereunder. The initial Dissemination Agent shall be Inframark, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Inframark, LLC. Inframark, LLC, may terminate its role as Dissemination Agent at any time upon delivery of written notice to the District. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Agreement.

9. **Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the District and the Dissemination Agent (if the Dissemination Agent is not the District) may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the District, or the type of business conducted;

(b) The Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of counsel expert in federal securities laws, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the holders or Beneficial Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of holders or Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Bonds.

Notwithstanding the foregoing, the District and the Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the SEC from time to time without any other conditions.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the District shall describe such amendment in its next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements of the District, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Report or Audited Financial Statements, as applicable, 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.

**10. Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the District 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 District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the District shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

**11. Default.** In the event of a failure of the District, the Disclosure Representative, 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 more than 50% 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 mandate or specific performance by court order, to cause the District, the Disclosure Representative, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. No default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the District, the Disclosure Representative, or the 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. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA compliant format. Anything herein to the contrary notwithstanding, in the event that the Disclosure Representative and the Dissemination Agent are the same party, such party's limited duties in their capacity as Dissemination

Agent, as described hereinabove, shall not in any way relieve or limit such party's duties in their capacity as Disclosure Representative under this Disclosure Agreement.

**13. Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the District, the Dissemination Agent, the Trustee, the Participating Underwriter and Beneficial Owners of the Bonds (the Participating Underwriter and Beneficial 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. Counterparts.** This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**15. Governing Law.** This Disclosure Agreement shall be governed by the laws of the State and federal law.

**16. Trustee Cooperation.** The District represents that the Dissemination Agent is a bona fide agent of the District and directs the Trustee to deliver to the Dissemination Agent at the expense of the District, any information or reports it requests that the District has a right to request from the Trustee (inclusive of balances, payments, etc.) that are in the possession of and readily available to the Trustee.

[Remainder of Page Intentionally Left Blank]

**SIGNATURE PAGE TO CONTINUING DISCLOSURE AGREEMENT  
(South Fork East Community Development District)**

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

[SEAL]

**SOUTH FORK EAST COMMUNITY  
DEVELOPMENT DISTRICT**

Consented and Agreed to by:

**INFRAMARK, LLC**, and its successors and assigns, as Disclosure Representative

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Joined by **U.S. BANK NATIONAL ASSOCIATION**, as Trustee for purposes of Sections 11, 13 and 16 only

**INFRAMARK, LLC**, as initial Dissemination Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A TO CONTINUING DISCLOSURE AGREEMENT  
(South Fork East Community Development District)**

**NOTICE TO REPOSITORIES  
OF FAILURE TO FILE ANNUAL REPORT/AUDITED FINANCIAL STATEMENTS**

Name of District: South Fork East Community Development District

Name of Bond Issue: \$[Bond Amount] Capital Improvement Revenue Refunding Bonds, Series 2021

Date of Issuance: [Closing Date]

CUSIPS: [\_\_\_\_\_]

**NOTICE IS HEREBY GIVEN** that the District has not provided [an Annual Report] [Audited Financial Statements] with respect to the above-named Bonds as required by Section 4 of the Continuing Disclosure Agreement dated [Closing Date], among the District and the Dissemination Agent named therein. The District has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] will be filed by \_\_\_\_\_, 20\_\_\_\_.

Dated: \_\_\_\_\_, \_\_\_\_\_, Dissemination Agent

cc: District  
Participating Underwriter

## ESCROW DEPOSIT AGREEMENT

**ESCROW DEPOSIT AGREEMENT** (this "Agreement"), dated as of [Closing Date], between **SOUTH FORK EAST COMMUNITY DEVELOPMENT DISTRICT**, a duly created and validly existing local unit of special purpose government (the "District"), and **U.S. BANK NATIONAL ASSOCIATION** (the "Escrow Agent"), a national banking association authorized to accept and execute trusts of the character herein set out, with its designated office located at 225 East Robinson Street, Suite 250, Orlando, Florida 32801, Attention: Corporate Trust Department.

**WHEREAS**, the District has heretofore issued, sold and delivered its South Fork East Community Development District Capital Improvement Revenue Refunding Convertible Capital Appreciation Bonds, Series 2013A (the "Series 2013A Bonds") currently outstanding in the aggregate principal amount of \$3,240,000 (the Outstanding principal amount of such Series 2013A Bonds hereinafter referred to as the "Refunded Bonds") under and pursuant to the terms of a Master Trust Indenture, dated as of July 1, 2005 (the "Master Indenture"), from the District to U.S. Bank National Association, as successor in trust to SunTrust Bank, National Association, as trustee (the "Trustee"), as supplemented by a Fourth Supplemental Trust Indenture, dated as of March 1, 2013 (the "Fourth Supplemental Indenture" and together with the Master Indenture, the "Indenture"), from the District to the Trustee; and

**WHEREAS**, the District desires to currently refund such Refunded Bonds to achieve debt service savings; and

**WHEREAS**, the District has authorized the issuance, sale and delivery of its \$[Bond Amount] South Fork East Community Development District Capital Improvement Revenue Refunding Bonds, Series 2021 (the "Series 2021 Bonds") pursuant to a Seventh Supplemental Trust Indenture, dated as of May 1, 2021, from the District to the Trustee to secure the issuance of the Series 2021 Bonds and to set forth the terms of the Series 2021 Bonds, a portion of the proceeds of which, together with certain other legally available moneys of the District, will be used to discharge the pledge of and lien of the Indenture in favor of the holders of such Refunded Bonds; and

**WHEREAS**, the issuance of the Series 2021 Bonds, the deposit of cash into an escrow deposit trust fund to be held by the Escrow Agent and the discharge of the pledge of and lien of the Indenture in favor of the holders of such Refunded Bonds shall occur as a simultaneous transaction; and

**WHEREAS**, this Agreement is intended to effectuate such simultaneous transaction;

**NOW, THEREFORE,** in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

**SECTION 1. PREAMBLES.** The District represents that the recitals stated above are true and correct and the same are incorporated herein.

**SECTION 2. RECEIPT OF INDENTURE AND VERIFICATION REPORT.** The Escrow Agent hereby acknowledges receipt of true and correct copies of the Indenture and this Agreement. The applicable and necessary provisions of the Indenture, including, without limitation, Articles III and XII of the Master Indenture, are incorporated herein by reference. The Escrow Agent also acknowledges receipt of the final numbers (the "Final Numbers") prepared by FMSbonds, Inc., showing its calculations of the amount needed to refund the Refunded Bonds at the Redemption Price as set forth in the Final Numbers, as verified by the verification report of Terminus Analytics, a firm of independent certified public accountants, dated [Closing Date] (the "Verification Report"). The Escrow Agent has no responsibility for the production, review or accuracy of either the Final Numbers or the Verification Report. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

**SECTION 3. DISCHARGE OF LIEN OF HOLDERS OF REFUNDED BONDS.** In accordance with Articles III and XII of the Master Indenture, simultaneously herewith, the lien of the Indenture and all covenants, agreements and other obligations of the District to the Owners of the Refunded Bonds shall cease, terminate and become void and be discharged and satisfied.

**SECTION 4. ESTABLISHMENT OF ESCROW FUND.** There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow deposit trust fund designated the "South Fork East Community Development District Capital Improvement Revenue Refunding Convertible Capital Appreciation Bonds, Series 2013A Escrow Deposit Trust Fund" (the "Escrow Fund"). The Escrow Fund shall be held in the custody of the Escrow Agent as a trust fund for the benefit of the holders of the Refunded Bonds, separate and apart from other funds and accounts of the District and the Escrow Agent. The Escrow Agent hereby accepts the Escrow Fund and acknowledges the receipt of and deposit to the credit of the Escrow Fund the sum of \$[BP] received from the District from proceeds of the Series 2021 Bonds (the "Bond Proceeds") and the sum of \$[DM] received from the District from other available funds (the "District Moneys"), consisting of \$[\_\_\_\_\_] transferred from the Series 2013A Reserve Account, \$[\_\_\_\_\_] transferred from the Series 2013A Revenue Account and \$[\_\_\_\_\_] transferred from the Series 2013A [\_\_\_\_\_] Account.

**SECTION 5. DEPOSIT OF MONEYS IN ESCROW FUND.** The District hereby directs, and the Escrow Agent acknowledges, that the Bond Proceeds and the District Moneys deposited with the Escrow Agent pursuant to



Section 4 above (the "Cash Deposit") shall be held in the Escrow Fund uninvested in cash and neither the District nor the Escrow Agent shall otherwise invest or reinvest any moneys in the Escrow Fund.

**SECTION 6. SUFFICIENCY OF CASH DEPOSIT.** In reliance upon the Final Numbers and the Verification Report, the District represents that the Cash Deposit is sufficient such that moneys will be available to the Escrow Agent in amounts sufficient and at the times required to pay the amounts of principal of, redemption premium, if any, and interest due and to become due on the Refunded Bonds as described in Schedule A attached hereto. If the Cash Deposit shall be insufficient to make such payments, the District shall timely deposit to the Escrow Fund, solely from legally available funds of the District, such additional amounts as may be required to pay the Refunded Bonds as described in Schedule A attached hereto. Notice of any insufficiency shall be given by the Escrow Agent to the District as promptly as possible, but the Escrow Agent shall in no manner be responsible for the District's failure to make such deposits.

**SECTION 7. CASH DEPOSIT IN TRUST FOR HOLDERS OF REFUNDED BONDS.** The deposit of the Cash Deposit in the Escrow Fund shall constitute an irrevocable deposit of cash in trust solely for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds at such times and in such amounts as set forth in Schedule A attached hereto, and the Cash Deposit shall be used solely for such purpose.

**SECTION 8. ESCROW AGENT TO PAY REFUNDED BONDS FROM ESCROW FUND.** The District hereby directs, and the Escrow Agent hereby agrees, that it will take all actions required to be taken by it under the provisions of the Indenture, including the timely transfer of, but solely from funds on deposit in the Escrow Fund, money to the Paying Agent for the Refunded Bonds as provided in the Indenture, in order to effectuate this Agreement and to pay the Refunded Bonds in the amounts and at the times provided in Schedule A attached hereto. The Cash Deposit shall be used to pay the principal of, redemption premium, if any, and interest on the Refunded Bonds as the same may mature or be redeemed. If any payment date shall be a day on which either the Paying Agent for the Refunded Bonds or the Escrow Agent is not open for the acceptance or delivery of funds, then the Escrow Agent shall transfer moneys to the Paying Agent on the next business day. The liability of the Escrow Agent for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds pursuant to this Agreement shall be limited to the application of the Cash Deposit available for such purposes in the Escrow Fund.

**SECTION 9. ESCROW FUND SHALL CONTINUE IN EFFECT.** The Escrow Fund shall continue in effect until the date upon which the Escrow Agent makes the final payment to the Paying Agent for the Refunded Bonds in an amount sufficient to pay the Refunded Bonds as described in Schedule A attached hereto,

whereupon the Escrow Agent shall transfer all remaining money in the Escrow Fund, if any, to the District.

**SECTION 10. REDEMPTION OF REFUNDED BONDS.** The District hereby irrevocably instructs the Escrow Agent, in its capacity as Trustee, to give or cause to be given at the appropriate times the notice or notices required by the Indenture in connection with the redemption of the Refunded Bonds in accordance with Schedule A attached hereto, in the form customarily used by the Trustee for such notices.

**SECTION 11. DEFEASANCE OF REFUNDED BONDS.** Concurrently with the deposit of the Cash Deposit set forth in Section 4 hereof, the District represents that, in reliance upon the Verification Report, the Refunded Bonds shall be deemed to have been paid within the meaning and with the effect expressed in Article XII of the Master Indenture. The District hereby irrevocably instructs the Escrow Agent, in its capacity as Trustee, to give or cause to be given the notice or notices required by the Indenture in connection with the defeasance of the Refunded Bonds. A form notice of defeasance is attached hereto as Schedule B.

**SECTION 12. ESCROW FUND IRREVOCABLE.** The Escrow Fund hereby created shall be irrevocable and the holders of the Refunded Bonds shall have an express lien on the Cash Deposit deposited in the Escrow Fund pursuant to the terms hereof and any interest earnings thereon until paid out, used and applied in accordance with this Agreement and the Indenture. Neither the District nor the Escrow Agent shall cause nor shall the District permit any other lien or interest whatsoever to be imposed upon the Escrow Fund.

**SECTION 13. AMENDMENTS TO AGREEMENT.** This Agreement is made for the benefit of the District and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders and the written consent of the Escrow Agent and the District; provided, however, that the District and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized Bond Counsel with respect to compliance with this Section 13, including the extent, if any, to which any change, modification or addition affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section 13.

**SECTION 14. FEES AND EXPENSES OF ESCROW AGENT; INDEMNIFICATION.** In consideration of the services rendered by the Escrow Agent under this Agreement, the District has paid to the Escrow Agent a one-time fee and expenses, receipt of which is hereby acknowledged. The Escrow Agent shall have no lien whatsoever upon the Cash Deposit in said Escrow Fund for the payment of such fees and expenses. To the extent permitted by law and without waiving any privileges or immunities afforded to the District under Florida law, the District further agrees to indemnify and save the Escrow Agent, its agents and employees, harmless against any liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements of whatsoever kind or nature, which it may incur in the exercise and performance of its powers and duties hereunder, including legal expenses, and which are not due to its gross negligence or willful misconduct. This Section 14 shall survive the termination of this Agreement, or, as to the Escrow Agent, its resignation or removal.

Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the District. The Escrow Agent may conclusively rely, as to the correctness of statements, conclusions and opinions therein, upon any certificate, report, opinion or other document furnished to the Escrow Agent pursuant to any provision of this Agreement; the Escrow Agent shall be protected and shall not be liable for acting or proceeding, in good faith, upon such reliance; and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Escrow Agent may, at the expense of the District, consult with counsel, who may be counsel to the District or independent counsel, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance herewith. Prior to retaining such independent counsel, the Escrow Agent shall notify the District of its intention to retain counsel.

The Escrow Agent and its successors, agents and servants shall not be held to any personal liability whatsoever, in tort, contract or otherwise, by reason of the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance and disposition of the various moneys and funds described herein, any payment, transfer or other application of funds by the Escrow Agent in

accordance with the provisions of this Agreement or any act that is not grossly negligent, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be liable to the District and to holders of the Refunded Bonds to the extent of their respective damages for the gross negligence or willful misconduct of the Escrow Agent which violates or fails to comply with the terms of this Agreement; provided, however, the foregoing shall not include payment for special or consequential damages or damages caused by a party other than the Escrow Agent. The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement.

**SECTION 15. REPORTING REQUIREMENTS OF ESCROW AGENT.**

As soon as practicable after the Refunded Bonds are redeemed, the Escrow Agent shall forward in writing to the District a statement regarding the Escrow Fund, including the income, if any, earned therein and withdrawals of money therefrom, since the date of its establishment.

**SECTION 16. RESIGNATION OR REMOVAL OF ESCROW AGENT.**

The Escrow Agent, at the time acting hereunder, may at any time resign and be discharged from the duties and obligations hereby created by giving not less than 45 days' written notice to the District and mailing notice thereof, specifying the date when such resignation will take effect, to the holders of all Refunded Bonds then outstanding, but no such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding or by the District as hereinafter provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be replaced at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and signed by either the District or the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding. Such instrument shall provide for the appointment of a successor Escrow Agent, which appointment shall occur simultaneously with the removal of the Escrow Agent.

In the event the Escrow Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding by an instrument or concurrent instruments in writing, signed by such holders, or by their attorneys in fact, duly authorized in writing; provided, nevertheless, that in any such event, the District shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent shall be appointed by the holders of a majority in aggregate principal

amount of the Refunded Bonds then outstanding in the manner above provided, and any such temporary Escrow Agent so appointed by the District shall immediately and without further act be superseded by the Escrow Agent so appointed by such holders. The District shall mail notice of any such appointment made by it at the times and in the manner described in the first paragraph of this Section 16.

In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by such holders or the District pursuant to the foregoing provisions of this Section 16 within 45 days after written notice of resignation of the Escrow Agent has been given to the District, the holder of any of the Refunded Bonds or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

In the event of replacement or resignation of the Escrow Agent, the Escrow Agent shall have no further liability hereunder and the District shall, to the extent permitted by applicable law and without waiving any privileges or immunities afforded to the District under Florida law, indemnify and hold harmless Escrow Agent from any such liability, including costs or expenses incurred by Escrow Agent or its counsel.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation with trust powers organized under the banking laws of the United States or any State, and shall have at the time of appointment capital and surplus of not less than \$50,000,000 or trust assets under management of not less than \$500,000,000.

Subject to the immediately succeeding paragraph hereof, every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the District an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Agent, without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor; but such predecessor shall nevertheless, on the written request of such successor Escrow Agent or the District, execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trust of such predecessor hereunder, except for the Escrow Agent's rights under Section 14 hereof; and every predecessor Escrow Agent shall deliver all securities and moneys held by it to its successor; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Escrow Agent shall be paid in full. Should any transfer, assignment or instrument in writing from the District be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow

Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the District.

Any corporation into which the Escrow Agent, or any successor to it in the trusts created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or reorganization to which the Escrow Agent or any successor to it shall be a party or any corporation to which the Escrow Agent or successor to it shall sell or transfer all or substantially all of its corporate trust business, shall be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

**SECTION 17. TERMINATION OF AGREEMENT.** Except as provided in Section 14 hereof, this Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. Upon such termination and payment of all moneys set forth on Schedule A attached hereto, all moneys remaining in the Escrow Fund shall be released to the District.

**SECTION 18. GOVERNING LAW.** This Agreement shall be governed by the applicable laws of the State of Florida.

**SECTION 19. SEVERABILITY.** If any one or more of the covenants or agreements provided in this Agreement on the part of the District or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

**SECTION 20. COUNTERPARTS.** This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

**SECTION 21. NOTICES.** Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Agreement shall be in writing and sent by registered or certified mail addressed to:

If to the Escrow Agent:

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

If to the District:

South Fork East Community Development District  
c/o Inframark, LLC  
2654 Cypress Ridge Boulevard, Suite 101  
Wesley Chapel, Florida 33544

Copy to District Counsel:

Straley Robin Vericker  
1510 West Cleveland Street  
Tampa, Florida 33606  
Attention: Vivek K. Babbar, Esquire

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Escrow Deposit Agreement as of the date first written herein.

**SOUTH FORK EAST COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

\_\_\_\_\_  
Secretary

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

**U.S. BANK NATIONAL ASSOCIATION,**  
as Escrow Agent

By: \_\_\_\_\_  
Vice President



**SCHEDULE A**

**DEBT SERVICE REQUIREMENTS FOR REFUNDED BONDS**

(attached hereto)

SCHEDULE B

FORM OF NOTICE OF DEFEASANCE

South Fork East Community Development District  
(Hillsborough County, Florida)  
Capital Improvement Revenue Refunding Convertible Capital  
Appreciation Bonds, Series 2013A

| Series | Amount Refunded | Interest Rate | Maturity Date | CUSIP*     |
|--------|-----------------|---------------|---------------|------------|
| 2013A  | \$3,240,000     | 6.50%         | May 1, 2038   | 83786R AD8 |

**NOTICE IS HEREBY GIVEN** that that there has been deposited with U.S. Bank National Association, as escrow agent (the "Escrow Agent") under the Escrow Agreement (hereinafter defined), cash which the District (hereinafter defined) has represented is sufficient to pay on [Redemption Date] (the "Redemption Date"), the Redemption Price and interest due and to become due on the above captioned Bonds (the "Defeased Bonds") on or prior to the Redemption Date, pursuant to the terms and provisions of a certain Escrow Deposit Agreement dated as of [Closing Date] (the "Escrow Agreement"), by and among South Fork East Community Development District (the "District") and the Escrow Agent.

The Defeased Bonds will be called for optional redemption on the Redemption Date at a Redemption Price of 100% of the principal amount thereof plus accrued interest to the Redemption Date.

The Defeased Bonds are deemed to have been paid within the meaning of Article XII of the Master Trust Indenture dated as of July 1, 2005, (the "Master Indenture") between the District and U.S. Bank National Association, as successor in trust to SunTrust Bank, National Association, as trustee (the "Trustee"), under which the Defeased Bonds were issued and are secured. **This notice does not constitute a notice of redemption and no Bonds should be delivered to the District or its paying agents or the Trustee as a result of this publication.**

The Trustee for the Defeased Bonds will provide notice of redemption in accordance with the provisions of the Master Indenture.

Dated: [Closing Date]

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

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\* Neither the District nor the Trustee is responsible for the use of CUSIP numbers, nor is any representation made as to their correctness.